

E- TENDER DOCUMENT

FOR

Annual rate contract of existing submersible pump installed at all stations, IMDs/IMSDs, Staff Quarter, TSS and LCs on New Bhaupur - New Khurja section of DFCCIL under CGM/Tundla unit for Two Years.



डेडीकेटेड फ्रेट कोरीडोर

**DEDICATED FREIGHT CORRIDOR
CORPORATION OF INDIA LIMITED**

(A Government of India Undertaking)

MINISTRY OF RAILWAY

CGM/TDL/DFCCIL OFFICE

DFCCIL Office Complex, New Tundla station/EDFC Village- Bhakti Ghari, Tehsil- Tundla, Distt- Firozabad, Uttar Pradesh, Pin - 283204.

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Total Pages: 74 (Seventy-Four Pages Only)

Note: - Information as required as per various Forms/Formats/Annexures to tender document shall be submitted by the tenderers without fail. Offers submitted without Mandatory documents shall be summarily rejected.

TOP SHEET

Tender No. DFCCIL-EL-TDL-ARCPump-T37

Date 00.00.2025

Name of work: Annual rate contract of existing submersible pump installed at all stations, IMDs/IMSDs, Staff Quarter, TSS and LCs on New Bhaupur - New Khurja section of DFCCIL under CGM/Tundla unit for Two Years.

Estimated Cost of work: Rs. 8,40,070.40/- (Rs. Eight lakhs forty thousand seventy and forty paise only) (Inclusive of GST).

Earnest Money Deposit: Rs. 16,800/- (Sixteen thousand eight hundred rupees only)

Value of Work	Earnest Money/Bid Security
For works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work.
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 Crore.

Note: -

- (i) The Earnest Money/Bid Security shall be rounded off to the nearest ₹100. This Earnest Money/Bid Security Shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iii) Labor Cooperative Societies shall submit only 50% of above Bid Security detailed above.

Completion Period: Total 24 (Twelve) Months from the date of issue of letter of acceptance.

Date of Opening: 00-00-2025 at 15:30 Hrs.

**For and on behalf of
CGM/TDL/DFCC**

DFCCIL
TENDER FORM

Place.....

Date.....

Tender No.

Name of Work

Chief General Manager,**Dedicated Freight Corridor Corporation of India Limited,****DFCCIL Office Complex, New Tundla station/EDFC Village- Bhakti Ghari, Tehsil- Tundla,
Distt- Firozabad, Uttar Pradesh, PIN - 283204.**

1. I / We have read the various conditions of tender attached hereto and agree to abide by the said conditions. I / We also agree to keep this tender open for your acceptance for a period of 45 days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our “Earnest Money/Bid Security Money”. I / We offer to do the work for **“Annual rate contract of existing submersible pump installed at all stations, IMDs/IMSDs, Staff Quarter, TSS and LCs on New Bhaupur - New Khurja section of DFCCIL under CGM/Tundla unit for Two Years”** at the rate quoted in attached schedule and hereby bind myself/ourselves to complete the work in all respects within **24 months from the date of issue of letter of acceptance of the tender.**

2. I / We also hereby agree to abide by all the Indian Railways/DFCCILs Standard General Conditions of Contract, with all correction slip up to date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by DFCCIL in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slip up-to-date for the present contract.

3. A Bid Security of Rs.has already been deposited online/submitted as bank guarantee bond. Full value of the Earnest Money/Bid Security Money shall stand forfeited without prejudice to any other rights or remedies in case my/our Tender is accepted and if:

- a) I / We do not submit the Performance Guarantee within the time specified in the Tender document;
- b) I / We do not execute the contract documents within Seven days after receipt of notice issued by DFCCIL that such documents are ready; and
- c) I / We do not commence the work within fifteen days after receipt of orders to that effect.

4. I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Earnest Money/Bid Security Money.

5. I/We am/are a labor cooperative society and our registration no.withand hence required to deposit 50% of Earnest Money/Bid Security money.

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

Signature of Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

Dedicated Freight Corridor Corporation of India Limited
(A Government of India Undertaking)
MINISTRY OF DFCCIL
Tender No: DFCCIL-EL-TDL-ARCPump-T37
Date 00.00.2025

M/s _____

NOTICE INVITING E- TENDER

- 1 Chief General Manager/TDL, DFCCIL, DFCCIL Office Complex, New Tundla station/EDFC Village- Bhakti Ghari, Tehsil- Tundla, Distt- Firozabad, Uttar Pradesh, Pin - 283204, U.P., invites **open E - Tenders in single packet system** on prescribed forms from firms/companies meeting qualifying requirements and having requisite experience and financial capacity for the following works: -

Tender No.	DFCCIL-EL-TDL-ARCPump-T37
Name of Work	Annual rate contract of existing submersible pump installed at all stations, IMDs/IMSDs, Staff Quarter, TSS and LCs on New Bhaupur - New Khurja section of DFCCIL under CGM/Tundla unit for Two Years.
Estimated Cost of work	Rs. 8,40,070.40/- (Rs. Eight lakhs forty thousand seventy and forty paise only) (Inclusive of GST)
Period of Contract	Total 24 (Twelve) Months
Earnest Money Deposit/ Bid Security	Rs. 16,800/- (Sixteen thousand eight hundred rupees only) To be submitted in DFCCIL account registered on IREPS Portal. Note- (i) The Earnest Money/Bid Security shall be rounded off to the nearest ₹100. This Earnest Money/Bid Security Shall be applicable for all modes of tendering. (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above. (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
Tender Document Cost	Rs. 2360.00/- (Rs. Two Thousand three hundred sixty rupees only)
Date of Sale (Online)	From Date 00.00.2025
Issue of Corrigendum, if any	On or after Date 00.00.2025 (on www.ireps.gov.in)
Date and Time of submission of tender	On or before Date 00.00.2025 and time 15:00hrs
Date and Time of opening of tender	Date 00.00.2025 and time 15:30hrs
Validity of Offer	45 days
Defect Liability Period	12 months

2 ELIGIBILITY CRITERIA

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

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

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

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

Chief General Manager/TDL, DFCCIL, DFCCIL Office Complex, New Tundla station/EDFC Village- Bhakti Ghari, Tehsil- Tundla, Distt- Firozabad, Uttar Pradesh, PIN - 283204.

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

- i) Earnest Money
 - ii) Technical offer.
 - iii) Financial offer.
7. Tender shall be submitted as per “Instructions to Tenderers” as followed on IREPS portal.
 8. Any tender received without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.
 9. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without

assigning any reasons thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.

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

We look forward for your active participation.

For and on behalf of DFCCIL

Chief General Manager/TDL

1.0 ELIGIBILITY CRITERIA

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

I. Essential Qualifying Criteria

A. Firms/companies

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

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

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

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

B. Technical capability:

No technical and financial credential is required up to 50 Lacs.

C. ELECTRICAL CONTRACTOR LICENSE:

- (a) The Contractor should have valid Electrical license to be submitted along with tender, failing which tender would be consider ineligible (i.e., not eligible).
- (b) The work shall be carried out by the contractor, having valid Electrical Contractor’s License for carrying out installation work under the direct supervision of the persons holding valid certificates of competency issued by the State Government.
- (c) The successful tenderer shall furnish the names and particulars of the certificate of competency of supervisor and workmen to be engaged for carrying out this work.

E JVs shall not be considered for this contract.

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

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

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

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

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

“The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V**. In addition to **Annexure-V**, in case of other than Company/Proprietary firm. **Annexure -V(A)** shall also be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUH / Limited Liability Partnership (LLP) etc., as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned”.

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

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

The tenderer should submit the details of similar works done in the past.

3. The tenderer should submit the attested copies of the certificates obtained from the agencies wherever the works have completed successfully. These certificates should indicate the details of installation and successful commissioning of the similar type of equipment's executed by the tenderer.
4. The tenderer will submit, along with offer list of work in hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award of work.
5. They have adequate financial resources to meet the obligations under the contract. They have also required to submit the report from recognized bank of financial institutions.

PART – I

CHAPTER –I

Instructions to Tenderer and Conditions of Tendering

1.1.1 General (for on line tendering system)

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

1.1.2 Instructions

a. Online E-Bidding Methodology:

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

b. Broad outline of activities from Bidders perspective:

- i. Procure a Digital Signing Certificate (DSC)
- ii. Register on Electronic Tendering System (ETS)
- iii. Create Users and assign roles on ETS
- iv. View Notice Inviting Tender (NIT) on ETS
- v. Download Official Copy of Tender Documents from ETS
- vi. Clarification to Tender Documents on ETS – Query to DFCCIL (Optional)
- view response to queries posted by DFCCIL, through addenda.
- vii. Bid-Submission on ETS: Prepare and arrange all document/paper for submission of bid online and tender fees and EMD deposit on offline.
- viii. Attend Public Online Tender Opening Event (TOE) on ETS
- ix. Post-TOE Clarification on ETS (Optional)-Respond to DFCCIL's Post-TOE queries
- x. Attend Public Online Tender Opening Event (TOE) on ETS

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

Note 1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. Fin. offer tab brings up the Financial Offer Page where the bidder can submit his rates against the schedule items included in the tender.

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

c. Digital Certificates

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

d. Registration

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

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

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

1.1.3 General (for tender)

1.1.3.1 Name of the Work: Annual rate contract of existing submersible pump installed at all stations, IMDs/IMSDs, Staff Quarter, TSS and LCs on New Bhaupur - New Khurja section of DFCCIL under CGM/Tundla unit for Two Years.

- 1.1.3.2 The tenderer 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.

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

A) Employer: CGM/TDL/DFCCIL, DFCCIL Office Complex, New Tundla station/EDFC Village- Bhakti Ghari, Tehsil- Tundla, Distt- Firozabad, Uttar Pradesh, Pin - 283204.

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

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

1.1.3.5 **Scope of Work –**

Annual rate contract of existing submersible pump installed at all stations, IMDs/IMSDs, Staff Quarter, TSS and LCs on New Bhaupur - New Khurja section of DFCCIL under CGM/Tundla unit for Two Years.

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

1.1.3.6 **Estimated cost of the work: Rs. 8,40,070.40/- (Rs. Eight lakhs forty thousand seventy and forty paise only) (Inclusive of GST).**

1.1.3.7 Tenderer(s) may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of Employer in this respect shall be final and binding.

1.1.3.8 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated and EMD of all such tenderer(s) shall stand forfeited.

1.1.3.9

A. **Cost of Bid –**

1.1.4 Cost of Bidding

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

B. The Bidding Documents

1.1.5 Content of bidding documents submitted through online mode only

1.1.5.1 The bidding documents include the following:

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

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

1.1.6 Understanding and Amendment of Tender Documents

1.1.6.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies and other circumstances in execution of the work. It shall also carefully read and understand all its obligations and liabilities given in tender documents.

1.1.6.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

1.1.6.3 At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.

1.1.6.4 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

C. Preparation of the Bids

1.1.7 Language of Bid

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

1.1.8 Signing of All Bid papers and Completing Bill of Quantities

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

1.1.9 Deviations

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

1.1.10 Earnest Money (Bid Security)

The tenderer must furnish the Earnest Money for the work as specified, failing which the tender shall be summarily rejected. The Earnest Money shall be deposited in DFCCIL account only through IREPS portal. No interest shall be allowed on Earnest Money Deposit.

1.1.11 Forfeiture of Earnest Money:

- 1.1.11.1 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified for 45 days or extended validity period as agreed to in writing by the tenderer.
- 1.1.11.2 The Earnest Money of the successful tenderer is liable to be forfeited if he fails to:
- i) sign the Contract Agreement in accordance with the terms of the tender, or

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

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

1.1.11.4 Return of Earnest Money:

The Earnest Money of the unsuccessful tenderer(s) shall be discharged and returned as promptly as possible.

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

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

1.1.12 Period of validity of the tender:

1.1.12.1 The tender shall remain valid for the period 45 days after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.

1.1.12.2 Notwithstanding the above clause, Employer may solicit the tenderer's consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

Submission of Bids

1.1.13 Deadline for submission of tender

1.1.13.1 The tender documents shall be submitted in online mode through website www.ireps.gov.in in single bids only. Single offer viz. containing technical offer and financial offer along with necessary documents like scanned copy of EMD and scanned copy of TDC to be uploaded. Detailed credentials as per the requirement of eligibility criteria in “**Technical offer**” as well as in “**Financial offer**” are to be uploaded. **Bids are required to be submitted only by online mode through e-tendering web site (IREPS portal) using Digital Signature class 3 for signing the documents.**

1.1.13.2 A tender received without on line to Employer is liable to be rejected.

1.1.13.3 Original EMD and Tender document fees received after opening of the tender shall be rejected.

1.1.14 Withdrawal of tender

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

1.1.18 Preliminary examination of bids

- 1.1.18.1 The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- 1.1.18.2 Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.
- 1.1.18.3 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:
- i) That affects in any substantial way the scope, quality or performance of the contract.
 - ii) That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or
 - iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- 1.1.18.4 If a bid is not substantially responsive, it shall be rejected by the Employer.
- 1.1.18.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

1.1.19 Evaluation and comparison of tenders

- 1.1.19.1 In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in "Eligibility Criteria". The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.
- 1.1.19.2 The Employer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

1.1.20 Canvassing

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

1.1.21 Right to accept any tender or reject all tenders

Employer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

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

1.1.23 Award of Contract

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

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

1.1.24 Help desk for E-Tendering

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

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

PART-I
CHAPTER -II

SPECIAL CONDITIONS OF CONTRACT

1.2.1 INTRODUCTION

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

CGM/Tundla unit have jurisdiction from New Bhaupur to New Khurja with its CGM/Tundla unit at CGM office Complex, New Tundla Station/EDFC.

1.2.2 Definitions

1.2.2.1 In the Conditions of Contract, the following terms shall have the meanings assigned here under except where the context otherwise requires:

- i) "Railway/DFCCIL" shall mean the President of the Republic of India or the Administrative Officers of the DFCCIL/Railway/DFCCIL or of the successor. DFCCIL authorized or any other officer of DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.
- ii) "CHIEF GENERAL MANAGER" shall mean the officer in administrative in-charge of the project in charge of APL-1 section (Bhaupur –Khurja) and shall mean and include their successors, of the successor DFCCIL.
- iii) "DEPUTY CHIEF PROJECT MANAGER" shall mean the officer in charge of lot wise or department /S&T/Electrical/Finance wise (Engineering department) of the DFCCIL include their successors of and shall mean and the successor DFCCIL.
- iv) PROJECT MANAGER/ DEPUTY PROJECT MANAGER/ASSISTANT PROJECT MANAGER shall mean the officer department wise (Engineering /S&T/ Electrical/ Finance Department) of the DFCCIL and shall mean and include their successors of the success of DFCCIL.
- v) "TENDER or BID" means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, or Consortium for the execution of the works.
- vi) "TENDERER" shall mean the person/ the firm or company whether incorporated or not who tenders for the work with a view to execute the works on contract with DFCCIL and shall include their personal representatives, successors and permitted assigns.
- vii) "WORKS" shall mean the works contemplated in scope and schedules set forth in the tender forms and required to be executed according to terms and condition mentioned.

- viii) "Bill of Quantities (B.O.Q.)"/ "Schedule of Rates" means list of items of work, their quantities and rates as accepted and forming part of contract agreement.
- ix) "EMPLOYER" means the Dedicated Freight Corridor Corporation of India Limited, A Govt. of India Undertaking (DFCCIL in abbreviation) acting through its Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees.
- xi) "CONTRACT" shall mean and include the Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Tender Form, and Instructions to the Tenders and other Tender Documents.
- xii) "CONTRACTOR" shall mean the person or firm, company, corporation, whether incorporated or not who enters into the contract with DFCCIL and shall include legal representatives of such individual or persons comprising such firm or company or successors of such firm or company as the case may be such individual, or firm or company.
- xiii) "ENGINEER OR ENGINEER IN CHARGE" means the Chief General Manager of DFCCIL/ Tundla (Employer), or any other officer authorized by the Employer to act on his behalf and for the purpose of operating the contract. "Engineers Representative" shall mean officer authorized by DFCCIL in direct charge of works.
- xv) "ACCEPTING AUTHORITY" shall mean the Chief General Manager/Tundla of DFCCIL or any other officer authorized for dealing with the works for the purpose of this tender/Contract.
- xvi) Definitions mentioned in these tender documents elsewhere will be followed. In Case there is an ambiguity in any definition, the decision of CHIEF GENERAL MANAGER /Tundla / DFCCIL regarding the interpretation shall be final and binding.

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

- 1.2.3.1 The tenderer(s) are requested to visit the area of work and ascertain himself/themselves with the proposed works / services, surroundings and prevailing law and order conditions.
- 1.2.3.2 The location of work is located in the state of Uttar Pradesh.

1.2.4.

1.2.4.1 Place of work- In the jurisdiction of DFCCIL, New Bhaupur – New Khurja section under CGM Tundla. The work shall be executed under supervision of authorized representative of CGM/TDL, Dy. CPM/EL/TDL. If required by DFCCIL any other station/Site may be included under Schedule of work and no additional charges shall be given for this.

1.2.4.2 Quantities in schedule annexed to Contract- The quantities set out in the accepted schedule of rates with item of work quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfillment of his obligations under the contract. The actual/final quantity shall be executed as per approved design and drawing which is to be prepared by contractor if required. All the design calculations, if any, shall be done by contractor before execution of work. The contractor shall be responsible for any wastage of material due to mistake in design calculations.

1.2.4.3 **New item of work** – If during execution of the work, the contractor is called upon to carry out any new item of work not included in schedule of prices, the contractor shall execute such work at such prices as may be mutually agreed with the purchaser before commencement.

If required by DFCCIL, the contractor have to execute some portion of work as per/under the tender schedule at new location (at the same rate/ Price) over Uttar Pradesh.

1.2.5 LOCAL CONDITIONS:

1.2.5.1 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. The DFCCILs shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of completion of work on account of any local condition or factor shall be entertained after the offer is accepted.

1.2.5.2 The intending tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender papers are adequate and all inclusive, for the completion of works to the entire satisfaction of the DFCCILs.

1.2.5.3 In the event of the intending tenderer desiring to have a field survey before furnishing his tender, he may apply to DFCCILs for permission in this regard. The DFCCILs will give such permission in writing but all the expenses in this regard will be borne by the tenderers.

1.2.5.4 The intending tenderer is advised to study the tender papers carefully, any submission of a bid by the tenderers shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his offer. Failure to adhere to anyone of these instructions may render his offer liable to be ignored without any references.

1.2.6 INTEGRATION WITH EXISTING WORKS:

1.2.6.1 The tenderer should keep in mind, visit the location of works, take due note and give proper consideration of integrating the new works (sometimes on replacement account) with the existing system.

1.2.7 ELECTRIC SUPPLY:

1.2.7.1 Contractor to Arrange Supply of Electric Power for Works: Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.

1.2.7.2 Electric Supply from the Railway/DFCCIL System: The Railway/DFCCIL may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's/DFCCIL existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway/DFCCIL and payable by the Contractor provided the cost of arranging necessary connections to the Railway's/DFCCIL Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.

1.2.8 SCHEME OF WORK AND PROGRESS REPORT:

1.2.8.1 The Contractor shall within fifteen (15) days of the date of award of the contract submit a BAR/PERT CHART and scheme for the execution. The contractor shall indicate in the form of notes of the assumptions and the basis adopted for the preparation of this BAR/PERT CHART.

1.2.8.2 The contractor shall submit a monthly progress report detailing the actual progress made in all activities as compared to the above BAR/PERT CHART. The monthly progress report shall indicate the reasons for the variations if any between the schedule quantities and actual progress, the action proposed and corrective measures required wherever necessary.

1.2.9 INDIRECT TAXATION

In the event of any new indirect taxation being imposed after the date of opening of tender and of being of such a nature that the contractor has to bear additional cost of material directly on account of such additional taxation the purchaser shall reimburse the contractor for such additional costs on receiving satisfactory proof that such taxation was legally leviable and that the contractor has actually incurred the additional costs.

1.2.10 FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemic, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

1.2.11 AGREEMENT:

The successful tenderer shall within 14 (fourteen) days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and lodge the same with purchaser together with the conditions of contract, specification and schedule of prices referred to therein duly completed. The Contract Agreement shall be entered into by DFCCIL only after submission of valid Performance Guarantee by the Contractor.

1.2.12 A) EXPENSES OF CONTRACTOR DRAWINGS ETC.:

Any calculation, designs, drawings, schedules information, progress charts etc required by the purchaser's Engineers in connection with the contract, shall be furnished by the contractor at his own expenses.

B) CONTRACTOR'S DRAWINGS:

If required, before execution of the work the contractor shall submit to the purchaser for approval, three copies of all required drawings, work schedule programme which are necessary to ensure correct/ satisfactory performance as detailed in tender papers.

1.2.13 SUB CONTRACTORS

The contractor shall not sublet any part of the work under this contract for the purpose of this. However, contractor may enter into contract with supplier for supply of the material for the purpose of this work. However, such suppliers should be approved sources of RDSO for materials for which RDSO approved sources are available.

1.2.14 DEFAULT AND DELAY

1.2.14.1 The contractor shall execute the work with due diligence and expedition keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer's representative in connection with the work or contrivance the provision of the contract or the progress of work lags persistently behind the time schedule due to his neglect, the purchaser shall be at liberty to give seven (7) days' notice in writing to the contractor requiring him to make good the neglect or contravention complained and should the contractor fail to comply with requisition made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part, out of the contractor's hands without any further reference and get the work or any part thereof as the case may be completed by other agencies at expense of the contractor without prejudice to any other right or remedy of the purchaser.

1.2.14.2 LOSS SUSTAINED DUE TO DEFAULT AND DELAY:

In the event of any loss to the purchaser on account of execution and/or completion of the work or any parts thereof by agencies other than the contractor, the contractor shall be liable to reimburse the loss to the purchaser without prejudice to any other right and remedies of the purchaser, and as the case may be met at the option, of the purchaser, from out of all or any of the following sources viz.

- i) Any amount due and payable to the purchaser on any account whatsoever.
- ii) The contractor's security deposit with the purchaser so far as available and
- iii) Any other assets whatsoever belonging to contractor.

1.2.15 CONTRACTOR'S RESPONSIBILITY FOR DISCREPANCY:

- a) All designs and drawings submitted by the contractor shall be based on thorough study and shall be such that the contractor is satisfied about their suitability. The purchaser's approval will be based on these considerations. Notwithstanding approval communicated by the purchaser, during the progress of the contract for designs and drawings, proto type samples of material after inspection of materials after erection and adjustments to installations the ultimate responsibility for correct designs and execution of work shall rest with the contractor.
- b) The contractor shall be responsible for and bear and pay the costs for any alteration of works arising from any discrepancy's errors or omissions in the design and drawings supplied by him, whether such designs and drawings have been approved by the purchaser or not.

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

- 1.2.16.1 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.
- 1.2.16.2 The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 1.2.16.3 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway/DFCCIL to rescind the contract under Clause 62 of these conditions.

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

- 1.2.17.1 The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s).

1.2.18 WORKS BY OTHER AGENCIES:

Any other works undertaken at the same time by the purchaser or the DFCCIL direct or through some other agency at the same site where the contractor is carrying out his work will not entitle the contractor to prefer any claim, regarding any delays or hindrance he may have to face on this account. The contractor shall comply with any instructions which may be given to him by the purchaser in order to permit simultaneous execution of his own works and of those undertaken by other contractors or the DFCCIL without being entitled on this account to any extra charge.

1.2.19 ACCESS TO WORK SITE:

- a) The purchaser shall afford access to the site for the purpose of this contract to the contractor at all reasonable times. In the execution of the work, no person other than the contractor or his only appointed representatives or approved sub-contractor and bona-fide workman shall have access to site. Access to the site of work at all times shall be allowed by contractor to officials or approved representative of the purchaser or to DFCCIL staff for purpose of maintenance.
- b) The purchaser or his authorized representative shall have the right to refuse admission to the work site to any. Person employed by the contractor to whom the purchaser or his engineer may consider undesirable.
- c) The engineer or his representative shall be at liberty to object to the presence of any representative or other person employed by the contractor in or about the works on the ground of misconduct, incompetence or negligence, the contractor on receipt of notices of such objection in writing, shall forthwith remove the person so objected to and provide in his place another competent person and shall not allow such person to enter the site of work subsequently. The purchaser will not be able to pay any cost or damage on this account.

1.2.20 PENALTY FOR DELAY IN COMPLETION:

A) Extension of Time with Liquidated Damages (LD) for delay due to Contractor:

As per terms of GCC 2022 April (ACS 01) Clause 17B, Part II.

- B) Imposition of token penalty for delay in the completion of work-** Competent authority while granting extension to the currency of contract under clause 17 (B) of GCC may also consider levy of token penalty as deemed fit based on the merit of the case.

PENALTY-

Penalty for an amount of Rs. 500/- to Rs.2000/- depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions:

1. Any undisciplined behavior by the staff.
2. Discourteous behavior towards any officer or staff of DFCCIL;
3. Not wearing proper Safety PPE Kit;
4. Not carrying out the duties listed in the scope of work in a satisfactory Manner;
5. Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL;

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

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

Note-

- All the penalties mentioned will be deducted from the running bill of the contractor. Part of the day will be counted as full day.

1.2.21 **FINAL ACCEPTANCE:**

- The final acceptance of the entire plant shall take effect from the date of expiration of the period of guarantee provided the installations provisionally accepted are still in perfect working order.
- If on the other hand the installations are not in the perfect working order at the end of the guarantee period the purchaser may either extend the period of guarantee until necessary works are carried out by the contractor, or carry out these works or have them carried out on behalf of the contractor and at his expense. A certificate of final acceptance shall then be issued by the purchaser, which will terminate the contract.

1.2.22. **MATERIAL** - All the RDSO/DFCCIL approved materials, components and fittings etc. to be supplied by the contractor shall only be procured from RDSO/CORE approved suppliers/ vendors/manufactures.

1.2.23 **Safety Gear-** During execution of the work, contractors shall ensure that all safety precautions are taken by their men to protect themselves and site to prevent any untoward incident. DFCCIL reserve the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard; decision of the Engineer-in-charge will be final and binding upon the contractor. The cost of all the safety gear is deemed to have been included in the rates quoted and nothing extra is payable under this contract.

1.2.24 **TIME SCHEDULE:** -

1.2.24.1 The entire work is required to be completed in all respects within 24(twelve) month from the date of issue of acceptance letter/telegram. Time is the essence of contract. The contractor will be required to maintain steady and regular progress to the satisfaction of the engineer to ensure that the work will be completed in all respects within the stipulated time failing which action may be taken by the DFCCIL Administration in terms of General

Conditions of Contract April 2022 (Part-II) of Indian Railway, along with latest correction slips and amendments.

1.2.24.2 The Contractor shall be expected to initiate work immediately after receipt of “**Letter of Acceptance**”.

1.2.25 **Rates:-**

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

1.2.25.2 All statutory taxes and liabilities levied/may be levied in future by the Central and State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.

1.2.25.3 GST is inclusive for this tender.

1.2.25.4 The Work Provider will, for the purpose, aforesaid continuously monitor the Works being rendered by it to ensure that these are up to the standards required by DFCCIL

1.2.25.5 The Work Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigation criminal as well as civil that may be initiated against the DFCCIL on account of and/or arising out of the failure of the work provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.

1.2.26 **QUANTITY VARIATION:**

As per Terms of GCC 2022 April, Part II.

1.2.27 **TERMINATION OF CONTRACT: -**

In case the work of the contractor is not found satisfactory, or there is a breach of any of the terms and conditions of the contract and/or fails/neglects to carry out any instruction issued to it by DFCCIL from time to time the same can be terminated by DFCCIL on giving of the notice as stipulated in GCC.

1.2.28 **IMPLEMENTATION OF INTEGRITY PACT IN DFCCIL :-**

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

The pact has to be implemented through a panel of independent external monitor who will review independently and objectively the compliance of the obligations by both the parties. As these IEM's are to be appointed by the CVC in consultation with the CVO and are being processed separately.

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

1.2.29 ORDER OF PRIORITY OF CONTRACT DOCUMENTS:-

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

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

1.2.30 JURISDICTION OF COURTS:-

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

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

1.2.32 RISK PURCHASE: - During execution of this Tender, if any delay is observed due to reasons attributable to tenderer other than force majeure conditions which may cause delay in completion of the work, DFCCIL shall be at liberty to cancel the contract, totally or partially, at any point of time without assigning any reason, whatsoever, and take alternative measures at your risk and cost.

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

1.2.34 RETENTION MONEY/SECURITY DEPOSIT:

As per terms of GCC April 2022, Part II.

1.2.35 PERFORMANCE BANK GAURENTEE

As per terms of GCC April 2022, Part II.

1.2.36 DEFECT LIABILITY PERIOD:

The period of defect liability for the works shall be 12 (Twelve) Months starting from the date of completion of the work or as certified by the DFCCIL.

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract April 2022 (Part-I and II) of the Indian Railway/DFCCILs shall be followed with latest correction slips and amendments issued from Indian Railway/DFCCILs.

The General Conditions of Contract April 2022 (Part-I and II) of the Indian Railway/DFCCILs, along with latest correction slips and amendments, will form part of the tender/contract documents.

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

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

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

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

1. Name of work:
2. Agreement/contract number:
3. Date of start of work:
4. Date of completion of work:
5. Total value of work during the contract period (if completed):
6. In case of on-going work, please indicate the annual payment for
 - a) F.Y. 2021-22
 - b) F.Y. 2022-23
 - c) F.Y. 2023-24
 - d) F.Y. 2024-25

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

ANNEXURE-II

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

I _____ Proprietor/Director/Partner of the firm M/s. _____ do hereby solemnly affirm that the firm M/s. _____ has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

Signature of Proprietor/Director/Partner

PART -I**CHAPTER -III****PRICES AND PAYMENT****1.3.1 SCOPE:**

This chapter deals with prices to be paid to the contractor for completion of various items of work. The contractor shall be paid for completed works in accordance with accepted schedule of prices and rates, as stipulated in the tender document.

1.3.2 SCHEDULE OF PRICES:**(a) UNIT PRICES FOR MATERIALS:**

The unit prices of materials as given in Schedule of quantities shall be inclusive of all charges including transport, loading/unloading handling all insurance premium, banker's charges, all Taxes, Duties and levies (including Octroi etc.) applicable on works contracts etc.

(b) FOR ERECTION:

The unit prices given in Schedule of quantities shall include cost of erection, testing, commissioning and cover all cost of administration of the contract, insurance premium, bankers' charges for guarantees, cost of storage, loading, unloading and handling of materials, and for any road transport which the Contractor may use for carriage of materials between his depot and depot/s and site of work etc.

Unit prices quoted shall be FIRM. No price variation shall be allowed, on any account.

1.3.3 QUANTITIES:

The approximate estimated quantities of various items of works are included in Schedule of quantities and rates. However, quantities can be increased/ decreased as stipulated in Special Conditions of Contract.

1.3.4 NEW ITEMS OF WORK:

If during the execution of the work, the Contractor is called upon to carry out any new item of work not included in existing Schedules, the Contractor shall execute such works at such prices as may be mutually agreed in writing with the Purchaser.

1.3.5 DEDUCTION OF TAXES FROM CONTRACTOR'S BILLS:

Wherever the law makes it statutory for the purchaser to deduct any amount towards Sales Tax/Income tax on works contract, the same will be deducted and deposited with the concerned authority.

The tenderer for carrying out any construction work in Uttar Pradesh must get themselves registered from the Registering Office under Section-7 of the building and other Construction Workers Act, 1996 and rules made thereto by the Uttar Pradesh Government and submit certificate of Registration issued from the Registering Officer of the Uttar Pradesh Government (Labor Department). For

enactment of this Act, the tenderer shall be required to pay cess @1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.

1.3.6 SUBMISSION OF BILLS:

On award of contract, a procedure order for submission of bills for payment shall be jointly drawn by finance and the purchaser. The contractor will be required to submit the bills as per the joint procedure order.

1.3.7 PAYMENT:

1. Schedule of Price:

1. Unit prices for materials: -The unit prices of materials as given in schedule of quantities shall be inclusive of all charges including transport, loading/unloading handling all insurance premium, banker's charges all applicable taxes, duties and levies (including octroi etc.) applicable on works contracts etc.
2. For Erection: -The unit prices given in schedule of quantities shall include cost of erection, testing and commissioning and cover all cost of administration of the contract, insurance, premium, bankers' charges for guarantees, cost of storage, loading, unloading and handling of materials and for any road transport which the contractor may use for carriage of materials between his depot and depot/s and site of work etc.
3. Unit price quoted shall be firm. No price variation shall be allowed on any account.
4. All payments in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS)/Electronic Funds Transfer. (EFT). The successful tenderer on award of contract must submit prescribed ECS/EFT mandate form complete in all respects. The successful tenderer on award of contract will have to furnish contractor's Bank account number and Name of Bank against which all payments in respect of the contract during the currency of contract shall be made.

2. Payment

1. In the course of execution of various items of work under schedule of items, rates & quantities running bills payment for partly completed works will be made to the contractor. The quantum of such work for payment shall be decided by Engineer in-charge whose decision shall be final & binding on the contractor.
2. Payment will be made on against submission of running bill to the office of CGM/TDL DFCCIL, at the end of each quarter of a calendar year. The charges are firm and not subject to any price variations.
3. Payment shall be made 90% of the quantity executed is case of on account bills.
4. Balance 10% payments shall be released at the time of final bill after successful completion of work and certification by DFCCIL's representative

1.3.8 RELEASE OF PERFORMANCE GUARANTEE:

The Performance Guarantee (PG) shall be **released after physical completion of the work** based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

1.3.9 RELEASE OF SECURITY DEPOSIT:

Security Deposit shall be returned to the Contractor after the following:

- (a) Final Payment of the Contract as per relevant GCC clause and
- (b) Signature of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Contractor and
- (c) Issue of Maintenance Certificate on expiry of the maintenance period as per relevant GCC clause.

Forfeiture of Security Deposit:

Whenever the contract is rescinded as a whole under relevant GCC clause, the Security Deposit already with Railways/DFCCIL under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under relevant GCC clause, the Security Deposit shall not be forfeited.

No interest shall be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited, will be payable with interest accrued thereon as per relevant GCC –Clause.

1.3.10 RATES FOR ITEMS OF WORKS:

(i) The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centrings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway/DFCCIL, the setting of all work and of the construction, repair and upkeep of all center lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties of or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under relevant GCC clause and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction

in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

1.3.11 PRICE VARIATION CLAUSE in Works Contracts is dealt with in accordance with provisions of **GCC April 2022 with latest amendments & correction slips**.

Price variation clause shall be applicable only in tender having advertised value above **Rs. 2 Crore**. Hence, PVC shall not be applicable in this tender.

1.3.12 Maintenance of Works: The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway/DFCCIL or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

1.3.13.1 Certificate of Completion of Works: As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways/DFCCIL against the contract concerned.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

1.3.13.2 Contractor not Absolved by Completion Certificate: The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer

be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

1.3.13.3 Final Supplementary Agreement: After the work is completed and taken over by the Railway/DFCCIL as per terms and conditions of the contract agreement or otherwise concluded by the parties with mutual consent and full and final payment is made by the Railway to the Contractor for work done, and there is unequivocal no claim on either side under the contract, the parties shall execute the final supplementary agreement annexed as **Annexure IV**.

1.3.14 Approval only by Maintenance Certificate: No certificate other than maintenance certificate referred to in relevant Clause of GCC of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

1.3.15.1 Maintenance Certificate: The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period.

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways/DFCCIL against the contract concerned.

1.3.15.2 Cessation of Railway's/DFCCIL's Liability: The Railway/DFCCIL shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

1.3.15.3 Unfulfilled Obligations: Notwithstanding the issue of the Maintenance Certificate the Contractor and the Railway/DFCCIL shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

1.3.16.1 Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor up-to the date of completion

and on the accepted schedule of rates and for extra works on rates determined shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway/DFCCIL in respect of the works or having delivered No Claim Certificate. and the Engineer having after the receipt of such account given a certificate in writing that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway/DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

1.3.16.2 Post Payment Audit: It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

1.3.17 PRODUCTION OF VOUCHERS ETC BY THE CONTRACTOR:

(i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.

(ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company, the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.

(iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

1.3.18 LABOUR:

1.3.18.1 Wages to Labour: The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act”) and the Rules

made there under in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

1.3.18.2 Apprentices Act: The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

1.3.18.3 Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

1.3.18.4 Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

(1)The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

(2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.

(3) The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

(4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

(5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Electrical Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

1.3.18.5 Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

1.3.18.6 Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- (a) Contractor shall apply for one time registration of his company/firm etc. in the **Shramikkalyan portal** with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (f) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year."

1.3.18.7 Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

1.3.18.8 Reporting of Accidents: The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.

1.3.18.9 Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section

12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

1.3.18.10 Provision of Mines Act: The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.

1.3.19 DETERMINATION OF CONTRACT:

1.3.19.1 Right of Railway/DFCCIL to Determine the Contract: The Railway/DFCCIL shall be entitled to determine and terminate the contract at any time, should in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof.

1.3.19.2 Payment on Determination of Contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways/DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's/DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.

1.3.19.3 The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

1.3.19.4 Determination of Contract owing to Default of Contractor: If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or

- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed program of work by a margin of 10% of the stipulated period, or
- (ix) Fail to execute the contract documents.
- (x) Fails to submit the documents pertaining to identity of JV and PAN. Form available in the Regulations for Tenders and Contracts.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected.
- (xii) Fail to take steps to employ competent or additional staff and labour as required.
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required.
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway/DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) (A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired Engineer of the gazette rank or any other retired gazette officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways/DFCCIL for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or
- (xv) (B) Fail to give at the time of submitting the said tender:
- (a) The correct information as to the date of retirement of such retired Engineer or retired officer from the said service, or as to whether any such retired Engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or
- (b) The correct information as to such Engineers or officers obtaining permission to take employment under the Contractor, or
- (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired Engineer or a retired officer, or
- (d) Being in incorporated company, correct information as to whether any of its directors was such a retired Engineer or a retired officer, or
- (e) Being such a retired Engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired Engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor.

(f) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer. Then and in any of the **said Clause**, the Engineer on behalf of the Railway/DFCCIL may serve the Contractor with a notice in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice should be issued.

Note: Engineer at his discretion may resort to the part termination of contract with notices, only in cases where progress of work is more than or equal to 80% of the original scope of work.

1.3.19.5 Right of Railway/DFCCIL after Rescission of Contract owing to Default of Contractor:

In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:

(a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

(b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor.

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

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

(c) In the contract rescinded in part or parts,

(i) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.

(ii) The Security Deposit of part terminated contract shall be dealt as per relevant clause of GCC.

(iii) The defaulting Contractor shall not be issued any completion certificate for the contract.

(iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

(v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

(d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

(e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

PART - I

CHAPTER- IV

SCOPE OF WORK & EXPLANATORY NOTES

Scope of Work: - Annual rate contract of existing submersible pump installed at all stations, IMDs/IMSDs, Staff Quarter, TSS and LCs on New Bhaupur - New Khurja section of DFCCIL under CGM/Tundla unit for Two Years.

Scope of Work for Annual Rate Contract of Submersible Pumps

1. Introduction

This document outlines the scope of work for the Annual Rate Contract (ARC) for the servicing, repair, supplying of materials, rewinding, reconditioning of the motor stator, and replacement of the sealed winded oil kit of a 2HP submersible pumps installed at various stations, IMDs/IMSDs, Staff Quarters, TSS (Traction Sub-Station), and LCs (Level Crossings) along the New Bhaupur - New Khurja section of Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL) under the CGM/Tundla unit. The contract duration is for two years. The work will restore the pump and motor to optimal performance, extending the service life and efficiency of the equipment and operational support of existing submersible pumps.

2. Objectives

The primary objectives of the contract are:

- To ensure the smooth operation and reliability of all submersible pumps installed at the mentioned locations.
- To carry out servicing, troubleshooting, repairs & supply of work-related item as required (as per schedule).
- To provide timely support in case of pump failures, ensuring minimal downtime.

3. Locations Covered

The submersible pumps are installed at the following locations:

- Stations: Submersible pumps installed for water supply, drainage, and other utilities.
- IMDs (Integrated Maintenance Depots)/IMSDs (Integrated Maintenance Sub-Depots): Pumps used for water supply, drainage, and other maintenance systems.
- Staff Quarters: Pumps for water supply in residential areas.
- TSS (Traction Sub Stations): Pumps associated with the TSS for Pumps used for water supply, drainage, and other maintenance of PSI systems.
- LCs (Level Crossings): Pumps for managing water at crossing points.

4. Scope of Work

4.1 Inspection and Condition Assessment

- Perform detailed inspection of the submersible pumps with DFCCIL representatives at all locations as required.
- Assess the overall condition, identify worn-out parts, corrosion, or any malfunction.
- Prepare a report highlighting the issues, the severity of damage, and recommendations for corrective actions & submitted to Engineer in-charge.

4.2 Detailed work as per schedule (item wise) -

1. Supplying of materials as per the actual requirement at Site -

- Supply of 2HP Submersible Pump set - To be supplied when required after approval of Engineer in-charge.

- Supply of 6Sq mm Submersible flat Cable - To be supplied when required after approval of Engineer in-charge.
 - 2 HP Starters Control Panel for Submersible Pump - To be supplied when required after approval of Engineer in-charge.
 - Supply of Submersible Rassa Dia 8-16mm - To be supplied when required after approval of Engineer in-charge.
 - Single Door MS Starter Panel Box - To be supplied when required after approval of Engineer in-charge.
 - Supply of MCB 40A - To be supplied when required after approval of Engineer in-charge.
 - Gate Valve 32 MM dia CPVC (Ashirvad) - To be supplied when required after approval of Engineer in-charge.
 - 2 Inch UPVC Column pipe (10m Each long) - To be supplied when required after approval of Engineer in-charge.
2. Lifting & lowering of submersible pump including GI/PVC pipe complete in all respect as per site requirement - The following activities are to be done in this work at the presence of DFCCIL representatives: -
- A. Preparation & Site Readiness
- Inspection of the existing installation and identification of necessary tools and equipment.
 - Ensuring safety precautions and permits are in place.
 - Deployment of skilled manpower and necessary lifting equipment (chain pulley, tripod, or crane if required).
 - Shutting down the electrical supply to the pump motor and disconnecting control panels, cables, and fittings.
- B. Lifting (Removal) of Existing Submersible Pump
- Disconnecting the submersible pump from the power supply and control panel.
 - Gradual removal of the GI/PVC pipes, ensuring proper handling to prevent damage.
 - Detaching pipes, pump, and cable connections carefully.
 - Cleaning and inspecting pipes, couplings, and fittings for any wear or damage.
 - Transporting the removed pump and accessories to the designated storage or repair area.
- C. Lowering (Installation) of New or Repaired Pump
- Assembling new or repaired submersible pump with GI/PVC pipes, electrical cables, and fittings.
 - Ensuring proper alignment and coupling of pipes to prevent leaks or structural issues.
 - Gradual lowering of the pump into the borewell/well while securing the pipe connections at every stage.
 - Properly routing and securing the power cable along with the pipe using clamps or straps.
 - Ensuring the pump reaches the desired depth as per site requirements.
3. Repairing and rewinding of 2HP Submersible Pump
- 3.1. Repairing and Rewinding of 2HP Submersible Pump
- Inspection and assessment of the existing pump condition.

- Removal of damaged winding and rewinding with high-quality copper wire.
 - Varnishing and baking the winding for enhanced durability.
 - Testing for insulation resistance and operational efficiency.
- 3.2. Replacement of Protection Sleeve**
- Removing the worn-out protection sleeve.
 - Installing a new sleeve to prevent shaft damage and enhance performance.
 - Ensuring proper fitting and alignment before reassembly.
- 3.3. Repairing & Reconditioning of Rotor Shaft (Both Ends)**
- Assessing wear and tear on the rotor shaft.
 - Machining and reconditioning the shaft to restore original dimensions.
 - Checking alignment and balancing to ensure smooth operation.
- 3.4. Replacement of Sand Guard**
- Removing the old sand guard.
 - Installing a new sand guard to prevent sand and debris ingress.
 - Verifying the correct positioning for optimal protection.
- 3.5. Supply and Fixing of Coupling with Key**
- Providing a compatible coupling and key.
 - Ensuring precise alignment for proper torque transmission.
 - Securing the coupling to avoid operational slippage.
- 3.6. Rewinding & Reconditioning of Motor Stator / Replacement of Sealed Winded Oil Kit**
- Removing and rewinding the stator with new copper wire.
 - Oil Kit Assessment:
 - Remove and inspect the existing sealed winded oil kit for signs of damage, leakage, or contamination.
 - Confirm the need for replacement based on condition assessment.
 - Oil Kit Replacement:
 - Remove the old oil kit and dispose of it according to environmental regulations.
 - Install a new sealed winded oil kit, ensuring it is compatible with the motor and pump model.
 - Ensure proper sealing and lubrication to prevent further leaks.
 - Testing:
 - Ensure that the new oil kit is functioning correctly and that no leaks are present.
 - Verify that the pump is operating efficiently, with the new oil kit providing proper lubrication and sealing. Testing for proper electrical and mechanical functionality.
- 3.7. Replacement of Upper Housing Bush Bearing (PB)**
- Removing the old bearing from the upper housing.
 - Installing a new bush bearing to support smooth shaft rotation.
 - Lubricating and ensuring proper fitting before final assembly.
- 3.8. Labour Charges for Dismantling, Rewinding, Assembling & Testing**
- Complete disassembly and reassembly of the pump.
 - Proper testing of electrical insulation, mechanical stability, and operational efficiency.

- Final inspection and handover in fully functional condition.

4.3. Materials and Equipment

- All materials and components (such as copper wire, insulation, oil kit, etc.) used should meet the original equipment manufacturer's (OEM) specifications or be of equivalent quality.
- The work will be performed using standard tools and equipment, including winding machines, insulation testing equipment, oil pumps, and curing ovens.

4.4. Repairs and Overhaul

- **On-call Repairs:** Provide immediate response for any breakdown or failure of submersible pumps.
- **Emergency Services:** Address any emergency repairs as per the urgency of the situation.
- **Overhaul of Pumps:** In case of long-term failure or damage, overhaul and restore pumps to their original working condition.
- **Replacement of faulty parts:** If any components are beyond repair, replace them with approved and compatible parts after approval taken from Engineer in-charge.

4.5 Training and Technical Support

- Provide training to DFCCIL staff on pump operation, troubleshooting, and preventive measures.
- Offer technical support and consultation when required.

5. Reporting and Documentation

- Maintain a comprehensive record of all activities, including:
 - Inspection and maintenance reports.
 - Breakdown and repair logs.
 - Spare part usage and replacement logs.
 - Test reports and performance data after each intervention.
- Submit monthly reports to the DFCCIL representative highlighting work completed, ongoing issues, and recommendations.

6. Safety Standards

- Ensure all work is performed in compliance with DFCCIL's safety protocols and standards.
- Provide necessary personal protective equipment (PPE) to the maintenance crew.
- Follow all relevant industry guidelines and best practices for pump maintenance and repair.

7. Duration of the Contract

- The contract will be valid for two years, starting from the date of letter of acceptance.
- The contract may be extended based on mutual agreement and performance evaluation.

8. Quality Assurance

- The contractor is expected to adhere to the highest standards of workmanship and quality control.
- The final work should be inspected and approved by Engineer in-charge before it is considered complete.
- All repairs and parts used should be of the best possible quality, with warranties where applicable. All work must be guaranteed for a minimum period of one year/OEM warranty to cover defects in workmanship or materials.

9. Completion Time for Breakdown Calls

- Breakdown issues should be addressed within 24 hours from the time of reporting.
- Emergency breakdowns may require a faster response, depending on the nature of the issue.

10. Payment Terms with billing cycle

- Payments will be made on a quarterly basis, based on the progress of work completed and actual scheduled quantity used. Other clause may be followed as per the PART -I, Chapter -III, Price and Payment.

11. Conclusion

- This Annual Rate Contract ensures that all submersible pumps installed along the New Bhaupur - New Khurja section are maintained, repaired, and operated efficiently, minimizing downtime and improving operational reliability.

Annexure-IIICERTIFICATION OF FAMILIARISATION

A. I/We hereby solemnly declare that I/We have visited the site of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:

- a) Topography of the Area.
- b) Climatic condition and law and order situation in project area.

B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising Instructions to the Tenderers, General Conditions of the Contract, Special Conditions, special terms and conditions apart from information conveyed to me/us through various other provisions in this tender document.

C. Tentative Deployment of Workmen:

List of IMDs/IMSDs & its jurisdiction (New Bhaupur – New Khurja)

1. New Khurja IMD (KRJN)
2. New Daudkhan IMSD (DAQN)
3. New Hathras IMSD (NHRS)
4. New Tundla IMSD (TDLN)
5. New Makhanpur IMSD (MNRN)
6. New Bhadan IMSD (BDNN)
7. New Ekdil IMD (EKLN)
8. New Acchalda IMSD (ULDN)
9. New Kanchausi IMSD (KNSD)
10. New Bhaupur IMSD (BPUN)

D. I/We have quoted my / our rates as “Percentage above / below / at par” of costs as per Schedule of items Rates **in Offer Sheet**, taking into account all the factors given above.

(Signature of Tenderer/s)

ANNEXURE – IVSUPPLEMENTARY AGREEMENT

Articles of Agreement made on this in the year and
between DFCCIL acting through the Chief General Manager hereinafter called as one party
and of the second part.

Where the party hereto of the second part executed an agreement with the party hereto of the
first part being agreement No. dated for the
performance of herein called the principal agreement.

And whereas it was agreed by and between the parties hereto that the works would be
completed by the party hereto of the second part on “date last extended “and
whereas the party hereto of the second part has executed the work to the entire satisfaction of
the party hereto of the first part and whereas the party hereto of the first part already made
payments to the party hereto of the second part diverse sums from time to time aggregating to
Rs. including the final bill bearing voucher No.....dated.....
(the receipt of which is here by acknowledged by the party here to of the second part) in full
and final settlement of all his claim under the principal agreement.

Now it is hereby agreed by and between the parties in the consideration of sums already paid
by the party hereto of the first part to the party hereto of the second part against all outstanding
dues and claims for all works done under the aforesaid principal agreement including /
excluding security deposit, the party hereto of the second part have no further dues / claims
against the party hereto of the first part under the said principal agreement.

It is further agreed by and between the parties that they party hereto of the second part has
accepted the said sums mentioned above in full and final satisfaction of all its dues and claims
under the said principal agreement.

It is further agreed and understood by and between the party that in consideration of the
payment already made under the agreement the said principal agreement shall finally
discharged and rescinded all the terms and conditions including the arbitration clause.

It is further agreed and understood by and between the parties that the arbitration clause
contained in the said principal agreement shall cease to have any effect and / or shall seems to
be nonexistent for all purposes.

Signature of the Tenderer/s

For and on behalf of

Witness of the signatures

Witness

.....

- 1.
- 2.

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

I.....(*Name and designation*)**appointed as the attorney/authorized signatory of the tenderer (including its constituents),

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

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

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

ANNEXURE V(A)

(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint venture (JV) / Hindu undivided Family (HUF) / Limited Liability Partnership (LLP) etc.)

I/We. (Name), attorney/authorized signatory of the (constituent firm/constituent partner) and member/partner of the(tendering firm) hereby solemnly affirm and state as under:

1. I/we certify that.....(constituent firm/ constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.

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

SEAL AND SIGNATURE OF THE CONSTITUENT FIRM/WCONSTITUENT PARTNER

Place:

Dated:

ANNEXURE-VIA

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

GUARANTEE BOND FORMAT

(To be used by approved Schedule Banks)

1. In consideration of the Employer DFCCIL (herewith called “The Employer”) having agreed to exempt _____ (hereinafter called “The said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No..... dated _____ made between

_____ and

_____ for _____ (hereinafter called the “The Said Agreement”) of **security deposit** for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we,

_____ (indicate the name of the bank) (hereinafter referred to as “ The Bank”) at the request of contractor(s) do hereby undertake to pay to

the Employer an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the DFCCIL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DFCCIL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/ Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present is being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharges of our liability for payment hereunder the Contractor(S)/Supplier(s) shall have no claim against us for making such payment.

4. We _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied

or discharged or till _____ the Employer/DFCCIL certify that terms and conditions of the said Agreement have been fully and properly carried out by

the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____, we shall be discharged from all liability under this Guarantee thereafter.

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

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of..... being herewith duly authorized.

Bank Seal Signature of Bank Authorize Official with Seal

Name: -----

Designation: -----

Address:

Witness:

- 1. Name:.....
Designation:.....
Address:
- 2. Name:.....
Designation:.....
Address:.....

Annexure –VIB

Each Bidder or each member of a JV must fill in this form separately:

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

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 and profit and loss accounts 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.

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)

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

Bank Guarantee No. : Dated :

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

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

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

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

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

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

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agrees and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the Employer by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (in words) only.

We ----- (indicate the name of Bank), further undertake to pay to the Employer any money so demanded not withstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

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

We------(indicate the name of bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till at all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by -----

(Designation and address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Not with standing anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing , thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we(name of bank) un conditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we ----- (name of bank) shall pay the Employer the full amount of the guarantee on demand without demur.

We------(indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to power exercisable by the Employer against the said contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any forbearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

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

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

We----- (name of the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. ---
----- (in words).
- ii) This Bank Guarantee shall be valid up to -----, unless extended on demand by Employer.

iii) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before-----

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of ----- being herewith duly authorized.

Bank Seal

Signature of Bank Authorize Official with Seal

Name :-----

Designation:-----

Address :

Witness:

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

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

FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

- 1.0 In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2.0 The following documents shall be deemed to form and be read and construed as part of this Agreement: -
 - i) The Contract Agreement.
 - ii) Letter of Acceptance.
 - iii) Tender Form
 - iv) General Information
 - v) Notice Inviting Tender (with Annexes)
 - vi) Instructions to Tenderers
 - vii) Special Conditions of Contract
 - viii) Annexures
 - ix) Bill of Quantities (BOQ)/Schedule of Rates
 - x) General Terms and Conditions of Contract
- 3.0 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4.0 The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the authorized signatory)

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

Witness:

- 1.
- 2.

(Name, Designation and address of the authorized signatory)

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

Witness:

- 1.
- 2.

PRE-CONTRACT INTEGRITY PACTGeneral

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on-----
-----day of the month of----- 20xx, between, on one hand, the DFCCIL acting
through Shri ----- Designation of the officer, (hereinafter

called the CLIENT, which expression shall mean and include, unless the context otherwise requires,
his successors in office and assigns) of the First Part and M/s-----

----- represented by Shri -----Chief Executive Officer (hereinafter called the
"BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires,
his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFOR,

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

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

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

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

Commitments of the CLIENT

1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with
the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe,
consideration, gift, reward, favour or any material or immaterial benefit or any other advantage
from the [A] either for themselves or for any person, organization or third party related to the

- [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].
- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.
 - 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
 2. In case any such preceding misconduct on the part of such official(s) is reported by the [A] to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

Commitments of BIDDERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following: -
 - 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
 - 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.
 - 3.3 * [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
 - 3.4 * [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Bidder's firm, the same shall be disclosed by the [A] at the time of filling of tender.

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

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

4. Previous Transaction

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of

any corrupt practices envisage here under or with any public sector enterprise in India or any Government department in India that could justify BIDDER's from the tender process.

- 4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the [A] shall deposit an amount __ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments: -

- i. Bank draft or a pay order in favor of _____.
- ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof of payment.
- iii. Any other mode or through any other instrument (to be specified in the RFP).

- 5.2 The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.

- 5.3 In case of the successful [A] a clause would also be incorporated in the article pertaining to performance Guarantee in the [B] that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

- 5.4 No interest shall be payable by CLIENT to the [A] on earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required :-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].

- (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
- (vi) To cancel all or any other contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the [A].
- (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- (viii) To recover all sums paid in violation of this pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
- (ix) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A].

However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

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

9. Facilitation of Investigation

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

10. **Law and Place of Jurisdiction**

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

11. **Other Legal Actions**

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

12. **Validity**

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

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

13. The parties hereby sign this integrity pact at on

CLIENT

BIDDER

Name of the officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt./Ministry/PSU

Witness

1.....

Note:

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

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

FINANCIAL OFFER

Name of Work- Annual Rate Contract of Existing submersible pump installed at all Stations, IMDs/IMSDs, Staff Quarters, TSS and LCs on New Bhaupur - New Khurja section of DFCCIL under CGM/Tundla unit for Two Years					
Sl	Descriptions	Unit	Rate	Qty.	Amount in Rs.
1	Supply of 2HP Submersible Pump set	Nos	14750	5	73750.00
2	Supply of 6Sq mm Submersible flat Cable	Mtr	206.5	200	41300.00
3	2 HP Starters Control Panel for Submersible Pump	Nos	4050	5	20250.00
4	Supply of Submersible Rassa Dia 8-16mm	KG	295	70	20650.00
5	Single Door MS Starter Panel Box	Nos	5900	5	29500.00
6	Supply of MCB 40A	Nos	900	5	4500.00
7	Gate Valve 32 MM dia CPVC (Ashirvad)	Nos	944	10	9440.00
8	2Inch UPVC Column pipe (10m Each long)	Nos	1669.7	60	100182.00
9	Lifting & lowering of submersible pump including GI/PVC pipe complete in all respect as per site requirement.	Nos	4720	40	188800.00
10	Repairing and rewinding of 2HP Submersible Pump				
	A. Repairing and rewinding of 2HP Submersible Pump	Nos	261.39	40	10455.60
	B. "Replacement of protection sleeve. "	Nos	242.46	40	9698.40
	C. Repairing & reconditioning of rotor shaft both end. "	Nos	113.68	40	4547.20
	D. "Replacement of sand Guard. "	Nos	131.76	40	5270.40
	E. Supply and fixing of Coupling with key	Nos	245.83	40	9833.20
	F. "Rewinding Reconditioning of motor stator / Replacement of sealed winded oil Kit for motor. (oil kit submersible Motor). "	Nos	6473.39	40	258935.60
	G. "Replacement of Upper Housing bush bearing (PB) "	Nos	156.78	40	6271.20
H. "Labour charges for dismantling, rewinding and assembling, testing of the Pump. "	Nos	1167.17	40	46686.80	
Total					840070.40/-
Total - (Rs. Eight lakhs forty thousand seventy and forty paise only) (Inclusive of GST)					

OFFER SHEET**Offer to be filled up by Tenderer(s) in below table**

S. No.	Scope of work	Estimated cost	Below/Above/At par	% quoted by bidder	% quoted by bidder in words	Total cost

Quoting of rates

1. The above prices are inclusive of GST.
2. Tenderer is to quote for individual section(s).
3. Tenderer should offer rate in above table in % below, above and at par in figures as well as in words.
4. Tenderer must sign the following certificate.

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

Signature of tenderer with seal

End of Document
