



**Tender No. MTC-EN-KRJ-PKYN-BALLAST**

**For**

**“Supply, Stacking, transportation and unloading of Ballast through Railway Hoopers/Wagons for New Khurja- New Pilkhani Section (including 21 Stations/Yards) of EDFC under jurisdiction of CGM/MTC.”**

**Single Packet Open E-Tender**

**E- TENDER DOCUMENT  
(NOT TRANSFERABLE)  
MARCH -2025**

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

**Employer:  
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)  
Under  
MINISTRY OF RAILWAYS**

**Office of Chief General Manager/Meerut /DFCCIL,  
3rd Floor, Shree Balaji Complex, Plot No. C-2, Pocket-B, Sector -1,  
Ved Vyas Puri, Meerut -250002**

**CORPORATE OFFICE: -  
DFCCIL, 5<sup>th</sup> Floor, Supreme Court Metro Station Building Complex,  
New Delhi-110001.**

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## **Instructions to Bidders for Online Bidding**

### **Instructions to Bidders for Online Bidding**

**General:** Submission of Online Bids is mandatory for this Notice Inviting Tender. E - Tendering is new methodology for conducting Public Procurement in a transparent and secured manner. Supplier/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL has decided to use the portal E-tendering site- <https://www.ireps.gov.in> / its link at [www.dfccil.com](http://www.dfccil.com) (Help desk of IREPS: 011 -23761525). The tenderer/bidders must have Class-III Digital Signature Certificate & must be register on IREPS portal. Only registered tenderer/bidders can participate on e-Tendering. All relevant documents must be uploaded at the time of participating in e-Tendering.

#### **Instructions: -**

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

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

Note 1: - It is advised that all the documents to be submitted (See section 2 & 3 of tender document) are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission.

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

#### **3. Digital Certificate:**

For integrity of data and its authenticity/ non repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital

Certificate (DC) also referred to as Digital Signature Certificate (DSC) of class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authority (CCA) (refer <http://www.cca.gov.in>).

**4. Registration:**

The Tender documents can be downloaded from the website: <https://www.ireps.gov.in> and to be submitted in the e - format. Cost of the Tender Documents and EMD have to be submitted only through online payment modes available on IREPS portal like net banking, debit card, credit card etc. Manual payments through Demand draft, Banker's cheque, Deposit receipts, FDR etc. are not allowed. Payments against this tender towards tender document cost and earnest money are to be deposited /submitted before the schedule date & Time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender documents from the website to keep themselves abreast of such amendments before submitting the tender documents.

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

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

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

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

**6. List of Contact persons for this tender & Bank Account Details of DFCCIL: -**

DFCCIL Contact- 1	Sh. Pawan Kumar (CGM/MTC/DFCCIL)
Telephone/Mobile No.	+91-8882709284
E-mail ID	<a href="mailto:cgmmtc@dfcc.co.in">cgmmtc@dfcc.co.in</a>

DFCCIL Contact- 2	Sh. Ummed Singh
Telephone/Mobile No.	+91-7017351069
E-mail ID	<a href="mailto:usingh@dfcc.co.in">usingh@dfcc.co.in</a>

Name	Dedicated Freight Corridor Corporation of India Limited, Meerut
Bank account number	496601010035635
IFSC code	UBIN0546836
Bank Name	Union Bank of India
Bank Branch	Moti Bagh Branch, New Delhi-110066

## 7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION AS PER BID: -

The bidder shall furnish, as part of his bid document establishing the bidders' eligibility.

All these documents should be numbered and should be signed by bidder in each page.

- 7.1 Tender fee & EMD has to be deposited through e-payment only. The tender processing fees as per applicable rate payable through the e-payment gateway to IREPS portal is Non-refundable. Payments against this tender towards tender document cost and earnest money are to be done before the schedule date & time of submission of the tender otherwise the Bid will not be considered.
- 7.2 Tender documents (s) in original, duly filled in should be signed by bidder or his Authorize representative along with seal on each page. All corrections and overwriting must be initialled with date by the bidder or his authorized representative.
- 7.3 Copy of PAN card.
- 7.4 The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.
- 7.5 In case of proprietorship firm bidder will submit an affidavit, attested by Notary Public that "I am a sole proprietor of the firm" in case of proprietorship firm on Non judicial stamp paper of Rs 500/-.
- 7.6 Bidder's profile duly filled in, as per tender document.
- 7.7 Power of Attorney for signing the Application. If applicable, the Power of Attorney for Lead Member of JV;
- 7.8 Article of association and memorandum in case of private/public limited company.
- 7.9 Copy of E.P.F. registration. (optional)
- 7.10 Copy of ESI Certificate. (optional)
- 7.11 Copy of GST registration no.
- 7.12 Certificate for non near relative in DFCCIL.
- 7.13 Memorandum of Understanding (in case of JV) as per Form-9 (Part-IV, Chapter- II of BID DOCUMENT.)

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

be taken against the bidder.

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

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (DFCCIL should not be responsible for any problem arising out of internet connectivity issues).

**9.0 Modification / Withdrawal of bids:**

- (i) The Bidder may modify/ withdraw its e- bid after submission prior to the Bid Due Date & time. No Bid shall be modified / withdrawn by the Applicant on or after the Bid Due Date & time.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (ii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

**10. Method for submission of bid documents**

In this TENDER, the Tenderer has to participate in e-Tendering online. Tender Document fee & EMD in respect of e-tendering should accept through net banking or payment gateway only before the schedule date.

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

**Other instructions**

- a) It is recommended that the Tenderer/vendor should visit the portal ([ireps.gov.in](http://ireps.gov.in)), peruse the information provided under the relevant links and login to it and upload documents of bid.
- b) DFCCIL reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
- c) Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats.

**Important Note:** It is strongly recommended that all authorized users of Supplier

organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action.

**11. OPENING AND EVALUATION OF BIDS:**

- (i) Opening of Bids will be done through online process.
- (ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

The DFCCIL Authority shall open bid documents received in electronic form at the scheduled date and time of opening of tender. The DFCCIL Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the BID DOCUMENTS.

**12. ONLINE E-BIDDING METHODOLOGY:**

Online E- Bid System – Financial bids & Technical bids shall be submitted by the bidder at the same time. The Technical Bid & Financial bid will be opened at the time and date notified in the tender notice.



# **NOTICE INVITING E-TENDER**

**PART - I**  
**Chapter - I**

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**

No: MTC-EN-KRJ-DER-BALALST

DATE:

03.03.2025

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

Dear Sirs,

1.1.1 Chief General Manager/Meerut, Dedicated Freight Corridor Corporation of India Limited, 3<sup>rd</sup> Floor, Shree Balaji Complex, Plot No. C-2, Pocket-B, Sector -1, Ved Vyas Puri, Meerut -250002, India, invites e-tenders on prescribed forms from firms / Companies / Joint Ventures having requisite experience and financial capacity for execution of the following work:

<b>Tender No.</b>	<b>MTC-EN-KRJ-PKYN-BALLAST</b>
Name of Work	Supply, Stacking, transportation and unloading of Ballast through Railway Hoopers/Wagons for New Khurja- New Pilkhani Section (including 21 Stations/Yards) of EDFC under jurisdiction of CGM/MTC.
Employer	Chief General Manager/Meerut Dedicated Freight Corridor Corporation of India Ltd., 3 <sup>rd</sup> Floor, Shree Balaji Complex, Plot No. C-2, Pocket-B, Sector -1, Ved Vyas Puri, Meerut -250002, U.P.
Type of Tender	<b>Open E-Tender (Single Packet)</b>
Type of Contract	Works Contract
Estimated Cost	Rs. 4,45,99,500/- excluding GST (Rupees Four Crore Forty-Five Lakh Ninety-Nine Thousand Five Hundred Only excluding GST.)
Completion Period	<b>6 Months</b>
Earnest Money Deposited (EMD)	Rs. 3,73,000/-
Cost of Tender Document	Nil
Tender Processing fee	As per terms & conditions of e-tendering website.
E-tendering website	www.ireps.gov.in
Date of uploading of NIT & Bid documents (online publishing date)	On date <b>03.03.2025</b>
Date of document download/Sale (Online)	From date <b>26.03.2025</b>
Date & Time of Pre-Bid	Not Applicable

Meeting	
Issue of Corrigendum, if any	On or before freezing the date for uploading the Corrigendum as per IREPS on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
Date & Time of Submission of Tender	On or before date <b>26.03.2025</b> and time up to 15:00 hrs
Last date of submission of EMD, Tender Document Cost (if any)	On or before date <b>26.03.2025</b> and time up to 15:00 hrs
Date & Time of Opening of Tender	On date <b>26.03.2025</b> and time 15:30 hrs
Validity of Offer	120 days from the date of Opening of Tender.
Retention Money/ Security Deposit	5% of Contract value.
Performance Bank Guarantee	Performance Guarantee (PG) amounting to 5% of the contract value in the form and within timelines as given in clause 16. (4) of GCC

- 1.1.2 Eligibility shall be assessed on applicants, fulfilling the technical capability and competence as well as for financial and organizational resources as specified in clause no. 1.3.13 (i) A & B of Preamble and General Instruction to tenders (Part - I, Chapter III).
- 1.1.3 Tender document can be viewed & downloaded from [www.ireps.gov.in](http://www.ireps.gov.in). Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections additions or alterations in the downloaded tender documents are made, such tender shall be summarily rejected.
- 1.1.4 DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases the addendum(s) / corrigendum(s) shall be issued and placed on [www.ireps.gov.in](http://www.ireps.gov.in) only at least three days in advance of date of submission of tender. The tenderers who have downloaded the tender documents from the website before issue of addendum(s)/ corrigendum(s) must visit the website and ensure that such addendum(s) / corrigendum (s) (if any) is also downloaded by them. Such addendum(s) / corrigendum (s) (if any) shall also be uploaded along with the submission of tender.
- 1.1.5 To participate in the E-Bid submission, it is mandatory for the bidders to have user registration on IREPS Portal and valid Class III DSC as required by IREPS.

#### **Help desk for E- Tendering,**

- A. For any help in connection with E-tendering, please contact 'Help Desk' available on left Navigation Block of home page of the site <https://www.ireps.gov.in>.
- B. User manual for Contractors is available under Learning Centre tab on the left Navigation block of the home page of the site <https://www.ireps.gov.in> The procedure of using Help Desk is also described in this user Manual. The bidders may contact at 011- 23761525 in case of any doubt.

- 1.1.6 The tender documents shall be submitted in online mode only through website [www.ireps.gov.in](http://www.ireps.gov.in) along with detailed credential as per the requirement of eligibility criteria and all tender papers.

Summary of Prices (Form No. 3) with % age above or below or at par on the amount of schedule-I and Schedule-II duly filled in along with Schedule of Prices (Form - 4) are to be submit online mode only. Bidder shall submit the Bid Security & Tender documents cost (if any) as mentioned in clause 1.3.8 & 1.3.4.3 of preamble & general instructions to tenderer, Part I, Chapter III) in DFCCIL Bank Account as mentioned in IREPS Website through net banking or payment gateway (Online Mode only) On or before schedule date & time of submission of bid. The proof of submission of Bid Security & Tender documents cost should be uploaded/attached along with Bid/offer document.

- 1.1.7 Tenders shall be opened at the address given below on dated 26.03.2025 at 15:30 hours in the presence of the tenderers or their authorized representatives intending to attend the opening. Address of Office for opening of tenders: - Chief General Manager/MEERUT, DFCCIL, 3rd Floor, Shree Balaji Complex, Plot No. C-2, Pocket-B, Sector -1, Ved Vyas Puri, Meerut -250002, U.P. All the Bids received shall be opened on the date and time mentioned above in the tender notice. Bid of the bidders shall be opened through process of e-tendering.
- 1.1.8 Tender shall be submitted as per “General Instruction to Tenderers” forming as part of the complete tender documents.
- 1.1.9 Any tender received without Earnest money and cost of tender documents (if any) in the form as specified in the tender documents shall not be considered and shall be summarily rejected.
- 1.1.10 DFCCIL reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
- 1.1.11 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderers shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
- 1.1.12 DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 1.1.11 of Notice Inviting Tender.
- 1.1.13 Information as required as per various Forms to tender document should be submitted by the tenderers without fail strictly as per formats.
- 1.1.14 The validity of offer shall be **120 days** from the date of opening of the tender.

- 1.1.15 Transfer of the tender document purchased by intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased / downloaded from [www.ireps.gov.in](http://www.ireps.gov.in) by them.
- 1.1.16 Tenderers must read all instructions regarding e-tendering process as mentions in PREAMBLE & GENERAL INSTRUCTION TO TENDERERS Part I, Chapter III.
- 1.1.17 Tenderers are advised to regular visit the E-Tender Portal (<https://www.ireps.gov.in>) for information regarding tender. Corrigendum, addendum (if any) etc.

**Chief General Manager/MEERUT**  
**For & on behalf of Dedicated Freight Corridor Corporation of India Limited**

# **GENERAL INFORMATION / DATA SHEET**

**PART - I**  
**Chapter - II**

**GENERAL INFORMATION/DATA SHEET**

Tender Notice No	<b>MTC-EN-KRJ-PKYN-BALLAST</b>
Name of the work	Supply, Stacking, transportation and unloading of Ballast through Railway Hoopers/Wagons for New Khurja- New Pilkhani Section (including 21 Stations/Yards) of EDFC under jurisdiction of CGM/MTC.
(a) Tender Value	Rs. 4,45,99,500/- excluding GST (Rupees Four Crore Forty-Five Lakh Ninety-Nine Thousand Five Hundred Only excluding GST.)
(b) Completion Period	<b>06 months</b>
(c) Earnest Money Deposit	Rs. 3,73,000/-/-
(d) Date of uploading of NIT & Bid documents (online publishing date)	<b>On Date 03.03.2025</b>
(e) Last date and Time of submission of Tender	<b>26.03.2025 upto 15:00 hrs</b>
(f) Date & Time of Pre-Bid Meeting	Not Applicable.
(g) Date and Time of Opening of Tender	<b>On 26.03.2025 at 15:30 hrs</b>
(h) Validity of offer	120 days
(i) Retention Money / Security Deposit	5 % of Contract Value
(j) Performance Bank Guarantee	Performance Guarantee (PG) amounting to 5% of the contract value in the form and within timelines as given in clause 16. (4) of GCC

# **PREAMBLE & GENERAL INSTRUCTION TO TENDERERS**



## **PART - I**

### **Chapter- III**

#### **PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS**

##### **1.3.1 Introduction**

###### **(i) General**

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

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

###### **(ii) Eastern Dedicated Freight Corridor**

Eastern DFC Route will be approximately 1337 Km long from Sonenagar to Ludhiana via Mughal Sarai - Allahabad - Kanpur - Tundla - Aligarh - Khurja – Dadri & Khurja - Bulandshahr – Meerut – Saharanpur – Ambala - Ludhiana. Proposed alignment of DFC has been generally kept parallel to existing Indian Railway line except provision of detours at some stations where the existing yards /cities are congested.

The proposed work is **Supply, Stacking, transportation and unloading of Ballast through Railway Hoopers/Wagons for New Khurja- New Pilkhani Section (including 21Stations/Yards) of EDFC under jurisdiction of CGM/MTC.**

###### **(iii) General instructions (for online tendering system):**

Submission of 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. An e-tendering portal of Dedicated Freight Corridor Corporation of India (DFCCIL) introduced for the process of e-tendering which can be accessed on [www.ireps.gov.in](http://www.ireps.gov.in). (Refer in the BID DOCUMENTS).

Words in capital and not defined in this document shall have the same meaning as in “BID DOCUMENTS”. Benefits to Suppliers/service providers are outlined on the Home-page of the portal.

**(a) Accessing/purchasing of bid documents:**

It is mandatory for all the Bidders to have class-III digital signature certificate (in the name of person who will sign the Bid) from any of the licensed certifying agency ("CA") [Bidders can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)] to participate in e-tendering of DFCCIL.

The BID DOCUMENTS can be viewed /downloaded from the website [www.dfccil.com](http://www.dfccil.com), [www.ireps.gov.in](http://www.ireps.gov.in) free of cost.

Following may be noted-

- i) Bids can be submitted only during the validity of registration with [ireps.gov.in](http://ireps.gov.in)
- ii) The amendments to the BID DOCUMENTS, if any, will be posted on the website [www.dfccil.com](http://www.dfccil.com), [www.ireps.gov.in](http://www.ireps.gov.in)
- iii) Registration with the [ireps.gov.in](http://ireps.gov.in) should be valid at least up to the date of submission of bid.

**Help desk for E- Tendering**

- A. For any help in connection with E-tendering, please contact „Help Desk“ available on left Navigation Block of home page of the site <https://www.ireps.gov.in>.
- B. User manual for Contractors is available under Learning Centre tab on the left Navigation block of the home page of the site <https://www.ireps.gov.in>. The procedure of using Help Desk is also described in this user Manual. The bidders may contact at 011-23761525 in case of any doubt.

**(b) Preparation & submission of applications:**

Detailed BID DOCUMENTS may be downloaded from [www.ireps.gov.in](http://www.ireps.gov.in) and the Bid may be submitted online following the instructions as per user manual on [www.ireps.gov.in](http://www.ireps.gov.in) portal. A Vendor manual containing the detailed guidelines for e-tendering system is available on [ireps.gov.in](http://ireps.gov.in).

**Only Electronic Form (to be uploaded on the IREPS)**

Submission of single packet bid in prescribed Format in **ONLINE MODE ONLY**. No other mode of submission accepted.

**(c) Document should be uploaded on the Tender IREPS site (Online mode only)**

- i. Copy of PAN Card.
- ii. Copy of GST Registration Certificate. In case the tenderer is yet to get GST registration Number, Upload the proof for applying GST Registration.
- iii. Tenderers are required to upload an affidavit as per Form No. 22 as

stipulated in clause 1.3.13 (iii) regarding documents in support of his/their claim to fulfil the eligibility criteria in the tender document.

- iv. An undertaking from the person having PoA referred in sub clause (a) above that they agree and abide by the bid documents uploaded by DFCCIL and amendments uploaded, if any.
- v. SUBMISSION OF FINANCIAL ELIGIBILITY CRITERIA CREDENTIALS In prescribed format mentioned in BID DOCUMENTS.
- vi. SUBMISSION OF TECHNICAL ELIGIBILITY CRITERIA CREDENTIALS in prescribed format mentioned in BID DOCUMENTS.
- vii. Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed.
- viii. The Bid security / Earnest Money should be deposited by the tenderer in the DFCCIL Bank or in any form as mentioned clause no. 1.3.8 of preamble & general instructions to tenderer, Part I, Chapter III through Net Banking or Payment Gateway (Online Mode only) or before Schedule date & Time of submission of Bid. The Proof of Submission of EMD should be uploaded/attached along Bid/offer Document.

Note: -

- a. Please ensure that all uploaded documents should be digital signed.
- b. While uploading the documents, it should be ensured that the file name should be the name of the document itself. The entire technical document through digital signature would first be uploaded in "Document Library,, and after that, attach entire tender document in the particular tender.

**(d) Modification / Substitution/ Withdrawal of bids:**

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission. Prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, applicant cannot re-submit e-bid again.

**(e) Opening and evaluation of bids:**

- (i) Opening of Bids will be done through online process.

- (ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- (ii) The Authority shall open bid documents received in electronic form at 15:30 hours Indian Standard Time on the Bid due date i.e., in the presence of the Bidders who choose to attend. This Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the BID DOCUMENTS.

The Financial Proposal of only technical qualified bidders shall be considered.

**DISCLAIMER**

The Bidder must read all the instructions in the BID DOCUMENTS and submit the same accordingly.

**(f) Online E-Bidding Methodology:**

Online E- Bid System – Financial bids & Technical bids shall be submitted by the bidder at the same time.

**(g) 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 Class Three 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>].

**(iv) Scope of Work**

On behalf of DFCCIL, Chief General Manager/Meerut, Dedicated Freight Corridor Corporation of India Limited, 3rd Floor, Shree Balaji Complex, Plot No. C-2, Pocket-B, Sector -1, Ved Vyas Puri, Meerut -250002, India herein after referred to as 'DFCCIL' is inviting e-tenders from Firms/ Companies having requisite experience and financial capacity for execution of the following work:

**Supply, Stacking, transportation and unloading of Ballast through Railway Hoopers/Wagons for New Khurja- New Pilkhani Section (including 21 Stations/Yards) of EDFC under jurisdiction of CGM/MTC.**

**(v) Scope of work is as per the requirements given in the bid document but not limited to:**

- a) Supply & Stacking of Machine Crushed Hard Stone Ballast of 65mm gauge as per Specification No: IS/RDSO-GE/001:2023 (Feb-2023) with latest correction slips at Nominated Ballast Siding.
- b) Making indent with Railway Authority for placement of BOBYN/Open

Rake for loading of ballast.

- c) Leading and Loading of Railway Ballast collected at yard in Wagons using JCBs or other approved mechanized method as directed by Engineer in Charge.
- d) Supply and Stacking of Machine Crushed Hard Stone Ballast of 65mm gauge as per Specification No: IS/RDSO-GE/001:2023 (Feb-2023) with latest correction slips by Road in between New Khurja Jn to Dadri Station (IR) at various locations decided by Engineer- in - Charge.
- e) Unloading Railway Ballast from Hoper Wagons and distributing the unloaded Ballast on DFCCIL Tracks including profiling and boxing.
- f) Running Out/ Putting of Ballast from existing stacks available along alignment by head leads or any other means and spreading to the required profile with all labour, T&P and materials complete.
- g) All transportation of Ballast from the nearest approved sources shall be arranged by the Contractor through Railway Wagons or through Road as per the tender document at his own cost. Nothing extra shall be paid by DFCCIL on any account except GST. GST shall be paid separately by DFCCIL on submission of required documents.
- h) **Temporary Works:** Making any temporary work to facilitate the work and for the purpose of arranging any temporary land for the working or stacking of materials of contractor at no extra cost.
- i) **Incidental Works:** Safety, Health & Environment (SHE) compliances, Quality Assurance, Interface Management with other contractor, Restoration of existing roads and services other than being relocated / dislocated on account of DFC alignment during the work, management of road traffic around the worksite at no extra cost
- j) Obtaining relevant certificates or clearances from Local/Civil authorities viz. lease, permits, licenses, completion certificate, mining clearance, fire clearance or any other mandatory clearances which may be specified by these authorities from time to time.
- k) Obtaining permission for Works with or without traffic block from concerned Railway authority/DFCCIL interfacing agencies for work in close vicinity of Indian Railway track, wherever applicable and DFCC shall assist in obtaining such permits.
- l) Testing of materials as per specification, relevant IS Codes / RDSO standard.

**Note:** The scope of work is only indicative and as per requirement any other item essentially required for the work may be added in the scope of work or location may change.

**(vi) Cost of the work:** The Estimated Cost of the tendered work is given in Chapter-II of PART-I of this document.

- (vii) The tenderer shall be governed by General Conditions of Contract (GCC), Preamble and General Instructions to Tenderers (ITT) and Special Conditions of Contract (SCC). Wherever, there is a conflict in any condition between GCC and Special Conditions of Contract mentioned in the tender documents, **the condition mentioned in Special Conditions of Contract will prevail.** However, Engineer's decision in this connection shall be final and binding.

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

**(viii) Location**

Works are to be executed between New Khurja Station of EDFC to New Pilkhani Sation of EDFC falling in district Bulandshahar , Gautam Budh Nagar, MEERUT, MUZZAFARNAGAR, SAHARANPUR under Khurja-Pilkhni Section of EDFC. However, DFCCIL reserves right to change the site of work anywhere in adjacent/adjoining area of the work defined in Para 1.3.1(iv) above in the jurisdiction and the contractor shall be bound to execute the work without any extra cost.

**1.3.2 (a) Tender Bid**

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

The detailed procedure for tender opening and processing is given in Para 1.3.5.

**1.3.2(b) Form of Tender**

The Tender documents shall be in Single Packet: -

Detailed Credentials as per the requirement of eligibility criteria and all tender papers except summary of Prices and Schedule of Prices are to be uploaded in "Technical Bid". Summary of Prices and Schedule of Prices with percentage above /below / at par duly filled in are to be submitted in "FINANCIAL BID".

**Tenders not uploaded in the proper Forms are liable to be rejected.**

**(i) Documents to be enclosed with the TECHNICALBID:**

S. No.	Description	Documents
(1)	Offer letter complete.	Form No.1
(2)	Tenderer's credentials in accordance With para1.3.13 (i) & (ii) of Preamble and General Instructions to Tenderers.	Form No. 2A,2B & 2C
(3)	Earnest money in accordance with Para 1.3.8 and Cost of Tender Document in case of downloaded tenders in accordance with Para1.3.4.3 of Preamble and General Instructions to	

	Tenderers in IREPS Website.
(4)	Written confirmation authorizing the signatory of the tender to commit the tenderer and other documents as per format as applicable, in accordance with para1.3.6 of Preamble and General Instructions to Tenderers.
(5)	A copy of the tender papers duly signed in ink by the tenderer, On each and every page in token of his having studied the tender papers carefully shall be attached with the tender.

**(ii) Documents to be uploaded with the FINANCIAL BID : -**

S. No	Description	Documents
(1)	Summary of Prices, Schedule of Prices & Total Prices	Form No.3 & 4

**1.3.3 Tender Document**

This tender document consists of following five parts:

CHAPTERS	DESCRIPTION
<b>PART - I</b>	
Chapter I	Notice Inviting Tender
Chapter II	General Information / Data sheet
Chapter III	Preamble and General Instructions to Tenderers
Chapter IV	General Conditions of Contract
Chapter V	Special Conditions of Contract
<b>PART - II</b>	Technical Specifications
<b>PART - III</b>	
Chapter I	General Instruction for Safety
<b>PART - IV</b>	
Chapter I	Milestones and Time Schedule
Chapter II	Tender Forms (including Schedule of Prices)
<b>PART - V</b>	Drawings

**1.3.4 Sale and Submission of Tender Document**

**1.3.4.1** All bidders must note that this being E-tender, bids received only through online mode on E-tendering portal <https://www.ireps.gov.in> shall only be considered as an offer.

**1.3.4.2** Clause applicable for tender documents downloaded from Internet.

Tenderer/s is free to download tender documents at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. Master copy of the tender document will be available in the office of Chief General Manager/Meerut, DFCCIL, 3rd Floor, Shree Balaji Complex, Plot No. C-2, Pocket-B, Sector -1, Ved Vyas Puri, Meerut -250002, India.

After award of the work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief General Manager/Meerut, DFCCIL, 3rd Floor, Shree Balaji Complex, Plot No. C-2, Pocket-B, Sector -1, Ved Vyas Puri, Meerut -250002, India and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents downloaded from the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

#### **1.3.4.3 Cost of Tender documents downloaded from internet**

Tender documents are available on [www.ireps.gov.in](http://www.ireps.gov.in) "and the same can be downloaded and used as tender documents for submitting the offer. The cost of the tender document (if any) as indicated above in NIT. The cost of the tender document (if any) & EMD will have to be deposited by the tenderer in DFCCIL Bank Account as mentioned below through net banking or payment gateway (online mode only) On or before schedule date & time of submission of bid. The proof of submission of EMD & Tender documents cost should be uploaded/attached along with Bid/offer document. The cost of the tender document & Earnest Money Deposit should be paid separately and not to be clubbed together. In case, tender is not accompanied with the cost of the tender document as detailed above, tender will be summarily rejected.

**1.3.4.4** Complete tender documents must be submitted online duly completed in all respect **up to 15.00 Hrs on 26.03.2025. The Tenders will be opened at 15.30 Hrs** on the same day and read out in the presence of such tenderer(s) as is/are present. In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time. Any modified date and time for submission of tenders shall be uploaded on website [www.ireps.gov.in](http://www.ireps.gov.in) "The detail procedure of tender opening will be as per para 1.3.5.

**1.3.4.5 Deleted.**

**1.3.4.6 Deleted.**

**1.3.4.7** Each page of the tender papers is to be signed by the tenderers or such person/s on his/their behalf that is/are legally authorized to sign for him / them.

#### **1.3.4.8 Care in Submission of Tenders –**

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account with that the rates he enters in the tender forms are adequate and all-inclusive to



accord with the provisions in Standard Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

- (ii) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (iv) In case, the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

**1.3.4.9** Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.

**1.3.4.10** The bid submitted / received after the time and date fixed for receipt of Bids as set out in the documents are liable to be rejected.

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

**1.3.4.12** The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tender in which bidder has participated and EMD of all such tenderers shall be forfeited.

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

**1.3.4.14 Opening of Tender:**

- (a) Tenders will be opened at **15.30hrs. on 26.03.2025**, in the office of Chief General Manager/Meerut, **Dedicated Freight Corridor Corporation of India Limited**, 3rd Floor, Shree Balaji Complex, Plot No. C-2, Pocket-B, Sector -1, Ved Vyas Puri, Meerut -250002 India in the presence of the tenderers or their representatives as may be present at the prescribed date and time.
- (b) After the opening of "TECHNICAL BID" and "FINANCIAL BID" of all the tenderers, these bids shall be scrutinized and analysed. If found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose bid are considered complete and meet eligibility criteria shall be short listed.
- © The earnest money of non-qualifying tenderers will be returned back within a reasonable period of completion of results of technical bid.

**1.3.6 Constitution of the Firm: -**

**1.3.6.1** Tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership firm / Joint Venture (JV) / Company. The tenderer(s) who is / are constituents of the firm / Company, shall enclose self-attested copies of the constitution of their concern, Partnership Deed and Power of attorney along with their tender. Tender documents in such cases shall be signed by such persons as may be legally competent to sign them on behalf of the firm / company as the case may be.

**1.3.6.2** The tenderer shall give full details of the constitution of the Firm / JV / Company and shall also submit following documents (as applicable), in addition to documents mentioned above:

- (a) Sole Proprietorship Firm: The tenderer shall submit the notarized copy of the affidavit.
- (b) Partnership Firm: The tenderer shall submit self-attested copies of
  - (i) registered / notarized Partnership Deed.
  - (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the agreement, witness measurements, sign measurement books, receive payments, make correspondences, compromise /settle /relinquish any claim (s) preferred by the firm, Sign "No claim Certificate", refer all or any dispute to arbitration and to take similar action in respect of all tenders / contracts or said tender / contract.
- (c) **Joint Venture:** The tenderer shall submit documents as mentioned in clause 65 to GCC. – **(Not Applicable for this Tender)**
- (d) Companies registered under Companies Act-1956: The tenderer shall submit (i)

the copies of Memorandum of Association (MOA) and Articles of Association (AOA) of the company; and (ii) Power of attorney duly registered / notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the tender on behalf of company.

**1.3.6.3** If it is mentioned in the tender submission that it is being submitted on behalf of / by a sole Proprietorship Firm / Partnership Firm / Joint Venture / registered Company etc. but above-mentioned documents (as applicable) are not enclosed along with tender, the tender shall be summarily rejected.

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

After opening of the tender, any document pertaining to the constitution of the Firm / Joint Venture etc. shall neither be asked nor be entertained / considered by DFCCIL.

**1.3.6.4** A tender from Joint Venture / Partnership Firm etc. shall be considered only where permissible as per the tender conditions. - **(Not Applicable for this Tender)**

**1.3.6.5** The DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the Firm made subsequent to the submission of tender. It may, however, recognize such power of attorney and changes after obtaining proper legal advice.

**1.3.7 Validity of Tender: -**

Tenderer shall keep his offer open for a minimum period of **120 days from** the date of opening of the tender or as mentioned in the Tender Notice.

**1.3.8 Earnest Money: -**

(a) The tender must be accompanied by Earnest Money in favour of '**Dedicated Freight Corridor Corporation of India Limited, Meerut**' deposited in any of the forms as mentioned in 1.3.8(c), failing which the tender will not be considered. Any firm recognized by the Department of Industrial Policy and Promotion (DIPP) as "Startups" shall be exempted from payment of the Earnest Money. Labour Cooperative Societies shall submit only 50% of the Earnest Money.

(b) The earnest money shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in this tender i.e. 120 days from the date of opening of tender. If the validity of the offer is extended, the validity of earnest money should also be extended failing which the offer after the expiry of the aforesaid period may not be considered by the DFCCIL.

(c) The The Earnest money should be in any of the following forms:

The Earnest Money (Bid Security) shall be deposited either in cash through e-payment gateway on <https://www.ireps.gov.in>.

Or,

Bank Guarantee on format from Nationalized/Indian Scheduled Commercial Bank. Bank guarantees shall remain valid for 90 days beyond the validity of the bid. Sample format for Bank Guarantee for EMD is enclosed as Form No. 24 (Part-IV, Chapter-II of Bid Document).

In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

A scanned copy of the Bank Guarantee shall be uploaded on e- Procurement Portal (<https://www.ireps.gov.in>) while applying to the tender.

The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 days before closing date of submission of bids.

Non submission of scanned copy of Bank Guarantee with the bid on e- tendering portal (<https://www.ireps.gov.in>) and/or Non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.

- (d) The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- (e) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions, thereof in a manner not acceptable to the Employer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.
- (f) The original instruments of Earnest Money (Bank Guarantee - in original) have to be submitted to Employer's office before the scheduled date and time of submission of the tender otherwise the Bid may not be considered.
- (g) The earnest money of the unsuccessful tenderer(s) will, save as here- in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession nor be liable to pay interest thereon.

**NOTE:** No interest shall be paid by DFCCIL on earnest money amount.

### **1.3.9 Execution of Contract Agreement: -**

The Tenderer whose tender is accepted shall be required to appear in person at the office of Chief General Manager/Meerut, **Dedicated Freight Corridor Corporation of India Limited**, 3rd Floor, Shree Balaji Complex, Plot No. C-2, Pocket-B, Sector -1, Ved Vyas Puri, Meerut -250002, India or if a firm or corporation, a duly authorized

representative shall so appear and execute the contract agreement within 30 days after notice that the contract agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tenderer whose tender is accepted refuses to execute the contract agreement as here in before provided, DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the Earnest Money.

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

The security deposit / rate of recovery / mode of recovery on acceptance of tender shall be as per the Para 16. (1) to 16. (3) of General Conditions of Contract (GCC).

**1.3.11 Tenderer’s Address**

The tenderer should state in the tender his postal address, Fax no. and email address legibly and clearly. Any communication sent in time, to the tenderer by post at his said addresses shall be deemed to have reached the tenderer duly and in time. Important documents should be sent by registered post.

**1.3.12 Right of DFCCIL to Deal with Tenders**

- (a) The DFCCIL reserves the right of not to invite tenders for any of DFCCIL work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or to reject any tender or all tenders without assigning reasons for any such action.
- (b) The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the DFCCIL undertake to assign reasons for declining to consider or reject any particular tender or tenders.

**1.3.13(i) Eligibility Criteria**

**(A): Technical Eligibility Criteria**

<b>Criteria</b>	<b>Documents</b>
<b>Requirement</b>	<b>Submission Requirements</b>
The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month	The tenderer shall submit the completion certificates / certified completion certificates from the client(s) and or Photostat of original certificates of client.

<p>previous to the one in which tender is invited.                  1)-Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or                  2)-Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or                  3)-One similar work costing not less than the amount equal to 60% of advertised value of the tender.                  Note: -  <b>Similar work Means “</b>  <b>“Supply of Machine Crushed Stone Ballast for any</b>  <b>Railway Track/Road Works”.</b></p>	<p>All documents either original or photocopy should be attested by Notary.</p>
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- Note:** 1. Value of completed work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member’s share in that JV firm for the purpose of satisfying his / her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.
2. In case the tenderer/s is a partnership firm, the work experience shall be in the name of partnership firm only.

**(B): Financial Eligibility Criteria**

Criteria	Documents
Requirement	Submission Requirements

<p>The tenderer must have minimum average annual contractual turnover of <b>V/N or V</b> whichever is less; where,  <b>V=</b> Advertised value of the tender in crores of Rupees</p> <p><b>N=</b> Number of years prescribed for completion of work for which bids have been invited.</p> <p>The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.</p> <p>The tenderers shall submit requisite information as per Annexure-VI B, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p>	<p>TDS certificates/ Audited balance sheets and or Photostat of TDS certificates/Audited Balance sheets clearly indicating the contractual amount received. All documents either original or photocopy should be attested by Notary.</p>
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- Note: 1.** Contractual payments received by a Member in an earlier JV firm shall be reckoned only to extent of the concerned member’s share in that JV Firm for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in tender for considerations.
- 2.** In case the tenderer/s is a partnership firm, the turnover etc. shall be in the name of partnership firm only.

### 1.3.13 (ii) Credentials of Tenderer

The tenderer shall provide satisfactory evidence in support of their technical and financial eligibility, which are acceptable to DFCCIL, as follows:

- (a) For Technical eligibility criteria, the details will be submitted in Form No. 2A along with supporting documents.
- (b) For Financial eligibility criteria, the details will be submitted in Form No. 2B along with supporting documents.
- (c) The tenderer shall submit the completion certificates/certified completion certificates from the client(s) or Photostat of original certificates of client. All documents either original or photocopy should be attested by Notary. These certificates should indicate the details of works carried out and successful

commissioning of similar type of work executed by the tenderer. Completion certificate from Govt. organisation/PSUs/Public Limited Company will be accepted. The certificate from Private individual/Private Company for whom such works are executed shall not be accepted. In case, the work is executed for Public Limited Company, copy of work order, bill of Quantity, TDS certificate payments received and copy of final/last bill paid by client shall be submitted.

The following will be applicable for evaluating the eligibility:

- (i) Similar nature of work physically completed within the qualifying period, i.e. last seven (07) financial year and current financial year (even though the work might have commenced before the qualifying period) shall only be considered in evaluating the eligibility.
- (ii) The total value of similar nature of work completed during the qualifying period and not the payment received within qualifying period alone, shall be considered. In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deductions is to be considered.

However, if final measurements have been recorded and work has been completed with positive variation, but variation has not been sanctioned, original contract agreement value or last sanctioned contract agreement value whichever is lower, shall be considered for judging eligibility.

(iii) - **Deleted**

- (iv) Tenderer shall submit a statement of contractual payments received during last three financial years and current financial year on the prescribed Performa as per Form No. 2B. The details shall be based on the form 16-A issued by the employer i.e. the certificate of deduction of tax at source as per Income Tax Act 1961. The photocopies of Form 16-A shall be enclosed duly attested by Notary Public with seal and Notarial Stamp thereon or a certificate from auditor or audited balance sheet certified by Chartered Accountant clearly indicating the contractual amount received duly attested by Notary Public with seal and Notarial Stamp thereon.
- (v) The tenderer shall be considered disqualified/in-eligible if:
  - (a) The Tenderer or any of its partners and/or subcontractors included in the tender has been banned for business with Ministry of Railways/DFCCIL along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Web site (<http://www.indianrailways.gov.in/railwayboard>) of Railway Board pertaining to banning of Business, with the banning being valid as on the date of submission the Tender.
  - (b) The Tenderer or any of its partners has suffered bankruptcy / insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of application.



- (vi) For the purposes of conversion of foreign currency to Indian rupees (INR) Bank Currency (BC) selling exchange rates as published by State Bank of India on the date 28 days prior to date of submission of tender shall be used. For few of the currencies where BC selling rates are not published by SBI or reserve bank of India, the exchange rate may be obtained from website- <http://www.oanda.com/currency/historical-rates> or <http://www.xe.com>.
- (vii) For the purpose of evaluation of proposals, all values given in INR in eligible qualification criteria and the values provided by the applicants in the proposal in the currencies other than INR shall be converted into one i.e. INR as per exchange rate mentioned in para (vi) above.

### 1.3.13(iii) System of Verification of Tenderer's Credential:

1. 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 certificates submitted by the tenderer, shall be self-attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page).
2. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. The standard format of the affidavit to be submitted by the bidder is enclosed as Form-22. **Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid.** and it shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
3. The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of the railway thereunder.
4. In case of any wrong information submitted by tenderer, the contract shall be terminated, Bid Security, Performance (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire DFCCIL for 5(five) years.

**1.3.14 Period of Completion**

The entire work is required to be completed in all respects **within 06 months (Six months) from the date of issue of the Letter of Acceptance**. Time is the essence of contract. The contractor shall be required to maintain steady and regular progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated time.

**1.3.15 Deleted**

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

**1.3.17 Deleted.**

**1.3.18 Quantum of work and materials:**

The indicative schedule of quantities of various items of works is included in Form - 4 of the tender documents.

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

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

**1.3.20 Schedule of Prices**

The Schedule-1& 2 of the tender documents lists out the Schedule of Prices for various items. Based on these, the total tender value has also been worked out.

**1.3.21 Performance Guarantee: Refer relevant clause of GCC.**

**1.3.22** The tenderer shall furnish information for making payment through ECS/ NEFT / RTGS (Tender Form No. 8 placed at Part IV of the tender documents).

**1.3.23 Negotiation:**

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

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

### **1.3.24 Site Inspection:**

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

### **1.3.25 No form C & D shall be issued to the contractor for this work.**

### **1.3.26 Preliminary examination of bids**

- i. The DFCCIL shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- ii. 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.
- c) The rates should be quoted carefully in figures as well as in words. If there is variation between rates quoted in figures and in words, the rate quoted in „words“ shall be taken as correct. If more than one or improper rates are tendered for the same item, the tender is liable to be rejected.
- iii. Prior to the detailed evaluation, DFCCIL shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:
  - a. That affects in any substantial way the scope, quality or Performance of the contract.
- iv. That limits in any substantial way, inconsistent with the bidding documents, the DFCCIL's rights or the successful Bidder's obligations under the contracts; or
- v. Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- vi. If a bid is not substantially responsive, it shall be rejected by the DFCCIL.

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

### **1.3.27 Evaluation and comparison of tenders**

In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in Eligibility Criteria” and as given in Notice Inviting E-Tender. The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

### **1.3.28 Canvassing**

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

### **1.3.29 Award of Contract**

- a) DFCCIL shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or through bearer that his tender has been accepted.
- b) Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between DFCCIL and the contractor till such time the contract agreement is signed.

### **1.3.30 Understanding and Amendments of Tender Documents:**

- a) The bidder must own all responsibilities and bear all cost for obtaining all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- b) The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and should obtain at his own cost all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder’s own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.
- c) At any time prior to the deadline for submission of bids, DFCCIL may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.

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

**1.3.31 Deleted**

# **GENERAL CONDITIONS OF CONTRACT**

**PART-I**  
**Chapter-IV**

1. (1) **Definitions:** In these Standard General Conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise require

- (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the DFCCIL or of the Successor DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.
- (b) "General Manager of Railway" shall mean the officer -in-charge of the General Superintendence and Control of the Railway and shall mean and include their successors, of the successor Railway and shall also include Managing Director of DFCCIL.
- (c) "Chief Engineer" shall mean the officer -in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction) and shall also include CGM/GM of DFCCIL.
- (d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall also mean any officer nominated by Managing Director / DFCCIL and shall mean and include their successors of the successor Railway.
- (e) "Engineer" and Employer's Engineer shall mean the Chief General Manager/ General Manager/ Chief Project Manager of DFCCIL / PMC appointed by DFCCIL.
- (f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer, JPM/APM/ DPM / PM / Dy.CPM / Add. CPM of DFCCIL in direct charge of the work and shall include any Jr. Executive/ Executive / Sr. Executive of DFCCIL of Civil Engineering / Signal & Telecommunication Engineering / Electrical Engineering Department appointed by the DFCCIL and shall mean and include the Engineer's Representative of the successor DFCCIL.
- (g) "Contractor" shall mean the person / Firm / Company / JV whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns.
- (h) "Contract" shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of DFCCIL modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract.
- (i) "Works" shall mean the works to be executed in accordance with the contract.

- (j) "Specifications" shall mean the Specifications for materials and works referred/ mentioned in tender documents.
  - (k) "Schedule of rates of Railway" shall mean the schedule of rates issued under the authority of the Chief Engineer from time to time and shall also include Rates specified in tender document.
  - (l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
  - (m) "Constructional Plan" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
  - (n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
  - (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
  - (p) "Period of Maintenance" shall mean the defect liability period from the date of completion of the works as certified by the Engineer.
  - (q) "Contractor's authorized engineer" shall mean a graduate engineer having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by PM/Dy. CPM/General Manager/Chief General Manager.
  - (r) "Date of inviting tender" shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
  - (s) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.
- 1.(2) Singular and Plural:** - Words importing the singular number shall also include the plural and vice versa where the context requires.
- 1.(3) Headings & marginal headings:** -The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

## GENERAL OBLIGATIONS



## **STANDARD GENERAL CONDITIONS OF CONTRACT**

**GCC-2022, Part-II** with advance correction slip issued before the date of inviting of tender will be applicable.

# **SPECIAL CONDITIONS OF CONTRACT**

**PART - I**  
**CHAPTER - V**  
**SPECIAL CONDITIONS OF CONTRACT**

- 1.5.1** This Tender shall be governed by Preamble and General instructions to tenderers, General condition of Contract, Special conditions of contract, Technical Specifications, Additional Technical specifications (if any), Drawings, Forms, Annexures, etc.
- 1.5.2** Order of Precedence of Documents: In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence:
- a) Letter of Award/Acceptance (LOA)
  - b) Bill(s) of Quantities
  - c) Special Conditions of Contract
  - d) Technical Specifications as given in tender documents
  - e) Drawings
  - f) Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
  - g) CPWD Specifications 2021 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
  - i) IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
  - k) Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
  - L) RDSO guidelines for applicable for railway formation / earthwork updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

**Note:** If there are varying or conflicting provisions in the documents forming part of the contract, Engineer shall be deciding authority with regard to the intentions of the provision and decision of Engineer will be final and binding on the contractor.

**1.5.3 Scheme of work:** - Within a period of **15 days beginning** from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for execution of work and various documents enumerated in tender papers to the employer.

**1.5.4 Quality Assurance Plan for Substructure and foundation -**

All materials used in the work shall be of the best quality as per relevant codes. Quality Assurance Plan shall include for materials used and for workmanship of work. The contractor shall submit Quality Assurance Plan for the works to be carried out. The contractor shall also ensure that the Employer's prescribed Quality Assurance Standards

are rigidly followed. These are to be approved from the Engineer / DFCCIL.

**1.5.5. Quality Assurance Plan for Superstructure. (Not Applicable)**

**1.5.6 Expenses of Engineer's Representative** –All the expenses of Engineer's representative (if applicable) shall be borne by the DFCCIL whether the inspected material is finally utilised in work or not.

**1.5.7** The decision of the Engineer shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.

**1.5.8** This programme of the Contractor shall generally cover the followings: -

**1.5.8.1** The organization to manage and implement the Quality Assurance programme.

**1.5.8.2** Inspection and Test Procedure for:

(i) Manufacture and quality control procedure.

(ii) Field activity.

**1.5.8.3** Contractor should develop a System of handling and storage.

**1.5.8.4** System of Quality Audit.

**1.5.8.5** System of maintaining of records for work executed and to be produced before Engineer/DFCCIL as and when required.

**1.5.9 Work by Other Agencies**

**(a)** Any other works undertaken at the same time by the DFCCIL/ Engineer direct or through some other agency at the same time or section where the contractor is carrying out his work will not entitle the contractor to prefer any claim regarding any delays or hindrances, he may have to face on this account but the Employer shall grant a reasonable extension of time to the contractor. The contractor shall comply with any instruction which may be given to him by the Employer in order to permit simultaneous execution of his own works and those undertaken by other contractors or the DFCCIL without being entitled on this account on any extra charge.

**(b)** The contractor shall not be entitled to any extra payment due to hindrance resulting from normal Railway operations, risk such as delay on account of shifting of utilities (if any) adequate number of and duration of blocks not being granted (if applicable) , extension of time to the contractor.

**1.5.10 Insurance: - (Contractors' All Risk policy)**

Before commencing of works, it shall be obligatory for the contractor to obtain, at his own cost, insurance cover in the joint name of the contractor and employer from reputed companies under the following requirements:

- (a) Liability for death of or injury to any person/ employer's staff / animals or things or loss of or damage to any property / things / the work of other contractor (other than the work) arising out of the performance of the Contract.
- (b) Construction Plant, Machinery and equipment brought to site by the Contractor.
- (c) Any other insurance cover as may be required by the law of the land.
- (d) Contractor's All Risk insurance for full value of Contract Price.

The contractor shall provide evidence to the employer / Engineer before commencement of work at site that the insurances required under the contract have been effected and shall within 60 days of the commencement date, provide the insurance policies to the Employer/Engineer, the contractor shall, whenever, called upon, produce to the engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force.

The Contractor shall also obtain any additional insurance cover as per the requirements of the Contract.

The Employer/Engineer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or his sub-contractor or petty contractor / other contractor working there. The Contractor shall indemnify and keep indemnified the employer / Engineer against all such damages and compensation for which the contractor is liable.

The Policies of the contractor shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period except for any specific insurance covers necessary for shorter period.

If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the engineer in the insurance policies mentioned above, then in such cases, the engineer may effect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the premium/premiums paid by the engineer in this regard from the payment due to the Contractor or from the contractor's Performance security. However, the Contractor shall not be absolved from his responsibility and /or liability in this regard.

**1.5.11 Accident: -**

- (a) The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.
- (b) The contractor shall indemnify and keep the employer indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons sustained due to the acts or omission of the contractor, his sub-contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.
- (c) The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by workmanship, material, execution or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs. 15 lakhs for any one accident.
- (d) The contractor shall be responsible for all repairs and rectification of damages to completed works or works under execution due to Railway /DFCCIL accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installation are provisionally handed over to the employer.

**1.5.12 Safety Measures: -**

- (a) The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway premises, but shall then conform to the rules and regulations of the Railway if and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the Railway siding and premises, the contractor shall provide flagman or look out men for protection of such persons. The employer shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work. All the works under the contract shall be carried out under the supervision of DFCCIL/ Engineer.
- (b) Deleted
- (c) The contractor shall abide by all Railway regulations in force for the time being and ensure that the same are followed by his representatives, Agents or subcontractors or workmen. He shall give due notice to his employees and workers about provision of this para.
- (d) The works must be carried out most carefully without any infringement of the

Indian Railway Act or the General and Subsidiary Rules in force on the Railway, in such a way that they do not hinder Railway operation or affect the proper functioning of or damage any Railway/DFCCIL equipment, structure or rolling stock except as agreed to by the employer, provided that all damage and disfiguration caused by the contractor will rectify at his own cost failing which cost of such repairs shall be recovered from the contractor.

- (e) If safety of track or track drainage etc. is affected as a consequence of works undertaken by the contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay, the employer shall, after giving due notice to the contractor in writing, take necessary steps and recover the costs from the contractor.

#### **1.5.13 Guarantee / Defect Liability Period: -**

The Contractor shall ensure that all the works executed under this contract shall be free from all defects and faults in material, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations. **There shall be no Defect Liability Period for this work.**

#### **1.5.14 Final Acceptance: -**

- (a) The final acceptance of the entire work executed shall take effect from the date of certified completion of work by the Engineer-in Charge.
- (b) Deleted.
- (c) The DFCCIL shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.

Notwithstanding the issue of final acceptance certificate, the Contractor and the DFCCIL(subject to sub-clause as above) shall remain liable for fulfilment of any obligation incurred under the provision of the contract prior to the issue of final acceptance certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

#### **1.5.15 Payment: -**

Payment will be governed by the terms specified in Part-I, Chapter IV and in accordance with accepted schedule of prices, read with relevant para of the other parts and Chapters of the Tender Papers. The employer retains the right to withhold money due to the

contractor arising out of this contract for any default of the contractor.

- (i) The Contractor shall, whenever required, produce or cause to be produced for examination by the Employer any quotation / invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or 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 anyway relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this Contract (the decision of the employer on the question of relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required, to prove to the Employer that materials supplied by him are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the Employer shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection. The Contractor should seek prior permission from the employer for subletting whole and/or part of the work to any sub-contractor.
- (iii) The obligations imposed by sub-clause (i) and (ii) above are without prejudice to the obligation of the Contractor under any statute, rules or order binding to the Contractor or other conditions of the contract.
- (iv) It is an agreed term of the contract that the employer reserves the right to carry out 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 if as a result of such examination any over payment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.

**1.5.16** All payments in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS) / National Electronic Funds Transfer (NEFT/RTGS). The successful tenderer on award of contract must submit ECS/NEFT/RTGS Mandate Form complete in all respects as detailed at Form No. 8 of the tender document. However, if the facility of ECS/NEFT/RTGS is not available at a particular location, the payments shall be made by cheque.

**1.5.17 Performance Guarantee: -**

- (i) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement.
- (ii) This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of



- work plus 60 days.
- (iii) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
  - (iv) The Bank Guarantee for performance Guarantee shall be submitted invariably in the format given in the bidding document.
  - (v) 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.

**1.5.18 Advances to contractor: - (Applicable for Advertised tender of value more than Rs. 25.00 crore) - (Not Applicable for this Tender)**

**(a) Mobilisation advance – (NOT APPLICABLE)**

**(b) Advance Against Machinery and Equipment – (NOT APPLICABLE)**

**(c) Advances for accelerating progress of the work during course of execution of Contract – (NOT APPLICABLE)**

**(d) Advances in Exceptional Cases – (NOT APPLICABLE)**

**(e) The above advances are subject to the following conditions (NOT APPLICABLE)-**

**(f) Method of Recovery of Interest – (NOT APPLICABLE)**

**1.5.19 Arbitration: - Refer to clause 63 of GCC.**

**1.5.20 Integrity Pact: -**

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

A copy of pre contract integrity pact is enclosed as Form No. 20 for signature of bidder as acceptance, as and when Independent External monitor is appointed.

**1.5.21 Price Variation-  
Price Variation Clause Shall be applicable as per Clause (46A) GCC April-2022 with up-to-date correction Slip (Applicable)**

**1.5.22 Change in law**

“The contract price shall be adjusted to take account of any increase and decrease in cost after the bid submission date resulting from:

- a. A change in the law of the country (including the introduction of new laws and the repeal or modification of existing laws): or
- b. In the Judicial or official government interpretation of such laws, or
- c. The commencement of any Indian law which has not entered into effect until the bid submission date; or
- d. Any change in the rates of any of the taxes on supply of materials and services that have a direct effect on the works.

Which affect the contractor in the performance of obligation under the contract.

Further if as a result of change in law, interpretation, or rates of taxes, the contractor benefits from any reduction in the cost for the execution of this contract, save and except as expressly provided for this sub-clause or in accordance with the provisions of this contract, the contractor shall, within 28 days from the date he becomes reasonably aware of such reduction in the cost, notify the employer of such reduction in cost.”

**1.5.23 Updation of Labour Data on Railway’s Shramik Kalyan portal**

- A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of 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](http://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 Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor’s registration on 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 Agreement 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 Shramik kalyan 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.
- B. While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advance' or 'performance guarantee/Security deposit', Contractor shall submit a certificate to the Engineer or Engineer's representation 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 Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till-----Month-----Year."

#### **1.5.24 STATUTORY COMPLIANCES:**

The Contractor shall;

- (a) Accept full and exclusive liability for the personnel deployed and other obligations referred under the laws/rules/regulations now and thereafter imposed by the appropriate government/authorities.
- (b) Keep DFCCIL indemnified against all losses, damages or liability arising out of or imposed in the course of employment of such persons or arising in accordance with any labour laws. DFCCIL will not have any liability whatsoever concerning the persons deployed by the Contractor for the purpose.
- (c) If as a result of any claim arising out of any reasons stated in 2 (b) above or due to any negligence on part of the personnel deployed, if DFCCIL is made to pay any amount, then DFCCIL shall recover the same from the payment due to the Contractor or send a

notice to the Contractor for refund of the same to the DFCCIL and the Contractor shall be liable to reimburse the same within 7 working days of the receipt of such notice. The Bidder shall comply all statutory requirements including compliance of LAWS, Acts, Rules and Regulations.

**1.5.25 Special Clause related to Joint venture: - Joint venture is not allowed for this contract.**

**1.5.26 Clause No.7 of GCC i.e. Assignment or Subletting of Contract is not permitted in this tender/contract.**

**1.5.29 Special clauses related to supply of ballast**

- A.** The tenderer should carefully read the conditions accompanying the tender and should satisfy himself by site inspection that he is in a position to supply the machine crushed hard stone ballast in accordance with the conditions. Conditional tenders are liable to be rejected. Contractor shall be responsible for following the provisions of Mining Act and the DFCCIL/Railway will not be responsible for infringement of any its provisions. All annexure and schedule attached with the tender should be filled carefully and signed on all the pages and the contractor should submit the testimonials / certificates in respect of working experience, solvency, income tax clearance etc. along with the tender itself.
- B. SAMPLING OF BALLAST:** The sieve analysis will be done for representative sample of ballast selected at random from different parts of stack.
- C. STACKING:** The ballast shall be stacked in ballast depot on a previously levelled ground demarcated by DFCCIL for the purposes. The stacking ground will be made available to the contractor free of cost subjected to availability of the same.
- D. BREAKING:** Breaking of ballast will be carried out by mechanical crushers to be installed outside Railway land. The DFCCIL will not arrange any electric power for running the crusher or other equipment. DFCCIL may, however, recommend to local authorities for giving the connection.
- E. LOADING:** The loading will be done by mechanical means. The loading of ballast into wagons shall be done by front-end loader of bucket capacity of about 3m. Loading of wagons by manual labours with the help of basket etc. will not be allowed as a regular measure except when the front end loader is under break down in any case not for more than a quantity exceeding 10% of the total contracted quantity.
- F. MEASUREMENT:** The ballast will be measured by stack. After measurement of a stack has been taken and the bill for the same passed, it can be loaded in

hoppers or any other type of wagons for unloading Ballast in track from hoppers/Rly wagon, measurement will be taken by hopper/wagon measurements.

**I. STACK MEASUREMENT:**

- Measurement of ballast shall be done when the contractor has brought in and stacked sufficient quantity of ballast.
- Stacking shall be done on a neat, plain and firm ground, with good drainage. The height of stack shall not be less than 1.0 meter except in hilly areas where it may be 0.5 meter. The height shall not be more than 2.0m. Top width of stack shall not be less than 1.0m. Top of stack shall be kept parallel to be ground plane. The side slopes of stack should not be flatter than 1.5:1 (Horizontal: Vertical). Cubical content of each stack shall normally be not less than 30 cum in plain areas and 15 cum in hilly areas.
- The ballast offered by contractor in property made stacks shall be checked by the JPM/APM or higher official of DFCCIL for quality as per approved sample as well as the condition of the tender/GCC and measured for quantity and the result recorded in the ballast passing register.
- Spreading of ballast and collection of fresh ballast shall not be permitted to be carried out simultaneously at the same location. Making a fresh stack in a plot shall be permitted only after the earlier stack has been completely trained out/spread out and is so certified and recorded by the Engineer-in charge in the site order book/ballast passing register.
- When a particular stack is measured and subsequently trained out/spread out and the plot is available and given to contractor for stacking fresh ballast, the number of the new stack in the same plot should be suffixed with letter A, B, C etc. depending on the number of times and stacks are made on the same plot.
- In the event of, the ballast being rejected, the rejected ballast shall be given a distinguished mark with ared line across the stack to prevent its training out/loading or being mixed with good ballast.
- Should the contractor choose to rectify the defects either by the breaking oversized ballasts or by screening for removal of the under sized material etc. and if the ballast offered after rectification is acceptable to thetical/Railway, the same, may be measured and accepted by the JPM/APM/DPM.
- In case the contractor does not rectify the ballast the rejected ballast shall be removed by the contractor this own cost within 15 days of the rejection and in the event of the contractor's failure to do so, the Engineer may cause to be removed at the contractor's costs.
- No measurement shall be done for part stack. Only Full stacks shall be measured. After the measurement of stack is done, it should not be disturbed except for training out
- The stack, which is passed and measured, should be given a large white cross mark by line to indicate that the stack has been accepted.
- All the ballast offered by the contractor for passing & acceptance shall be

recorded in a ballast passing register which is to be maintained by the Engineer-in-charge of the work. The register shall be authentic initial record with machined number pages and instructions for preservation custody etc. as per 1220E. Manuscript register may be used by proper machine numbering of the pages. Only ruled register should be used. The registers shall be containing the following: - a) A sketch of the stacking area showing the plots therein with their serial number. b) Reference of agreement no. c) Date of measurement no d) Stack No. e) Measurement as recorded indicating the different dimensions and volume f) Result of physical test g) Result of the qualitative check as per screening test. h) Whether the stack is accepted or rejected.

- All the entries in the ballast passing register shall be made by the JPM/APM/DPM personally after check at the site and shall be initiated by him. Only JPM/APM/DPM is authorized to take measurements of the ballast stacks and to check it for proper quality.
- There shall be no overwriting in the register. If any correction is required, the old entry should be strike off by drawing a line and a fresh entry made and initiated. No blank line should be left while recording. The recording one at a time should be properly boxed by drawing a line at the start and close of the measurement.
- After recording the necessary measurement and other entries in the ballast passing register, the JPM/APM/DPM shall record all the measurement in the measurement book. The JPM/APM/DPM should himself calculate and record the quantities of ballast in the measurement book in his own handwriting.
- The contractor or authorized representative shall sign the ballast passing register as well as measurement book as token of acceptance of the measurement taken and quality checks conducted by the JPM/APM/DPM.
- The quantity as passed by the JPM/APM/DPM should be taken into ledger of Engineer-in-charge of the work.
- The stacking ground at the ballast siding shall be arranged by the contractor. If stacking is done on Railway loading area provided for this purpose to facilitate loading into wagons, any charges for stacking, demurrage etc imposed by Railway or other agency shall be borne by the contractor.

## II. WAGON MEASUREMENT:

- **In case of ballast supply taken by direct loading into wagons**, a continuous white line should be painted inside the wagon to indicate the level up to which ballast should be loaded. The cubical content in cubic meter corresponding to white line should also be painted on both sides outside the wagon.
- In addition to painted line, short pieces of flats (cut pieces of the bars or otherwise) with cubical content punched should be welded at the centre of all the four sides as permanent reference. In case the supply is taken in general service wagon actual measurements will be taken.
- The Engineer will take measurement after conducting screening test in

- wagons in the presence of the contractor or his authorized representative
- If the ballast loaded into wagons is found to be not according to specification during the check by the JPM/APM/DPM, the ballast shall be unloaded and removed the rejected ballast within 24 hours from the time of order for removal, the DFCCIL will cause it to be unloaded and removed to such place as may be convenient to the Railway For the quantity of the rejected ballast, the Railway shall recover the demurrage charges for the detention of the wagons, ground rent and the expenditure incurred by the Railways in unloading and removal of the ballast. The DFCCIL shall not be responsible for any loss or any damage to the ballast so rejected.
  - The measurement shall be recorded in measurement book and signed by the contractor and the Engineer before the departure of the ballast rake.
  - After the measurement have been taken, the JPM/APM/DPM shall prepare issue-cum-receipt note and Challan in six (6) copies on identically numbered foils which will give quantities of ballast wagon wise. All copies of issue-cum-receipt and Challan shall be signed by the JPM/APM/DPM and the contractor or his authorized representative. The issue-cum-receipt note and Challan shall be prepared before the wagons leave yard. One copy of the note shall be given to the contractor, one copy shall be retained by the JPM/APM/DPM and one copy shall be sent to his CGM/CPM office along with measurements book. Three copies shall be sent to the consignee who will check the measurement on receipt and verify the same. The consignee shall send one copy duly verified to the consigners CPM/CGM, one copy duly verified to his controlling officer and shall retain the third copy with him. The process shall insure that the quantities of ballast are properly accounted for and necessary TS from one unit to another are verified.
  - Till such time, the ballast is measured and taken over by the DFCCIL; its custody shall be the responsibility of the contractor.

**G. RATES:** Unless otherwise specified the rates include:

- i. All lead, lift, transportation etc. involved in supplying the materials duly loaded in hoppers or any other type of wagons.
- ii. All taxes, royalties, duties etc. will be paid by the contractor to the respective authorities. Railway will only give concessional forms or certificates, if prescribed by the levying authority. No additional payment on account of increase in the rates of taxes during the currency of the contract will be entertained. It will be born by the contractors / suppliers.
- iii. The rates tendered by the contractor shall be comprehensive and shall be inclusive of all the cost of tools and plants, loading arrangement and all expenses which will be required to be met within working to the conditions detailed in this document.

- H.** PAYMENT OF ROYALTY CHARGES: All payment of royalty charges etc. to the state government in connection with extraction and supply of rubble stone / stone ballast–sand, from other than Railway land acquired by Railways under land acquisition Act 1985 have to be born and paid by the contractor. The Railway in consultation with the respective state governments will confirm percentage of royalty charge to be recovered for supply of minor minerals. The Railway administration is entitled to deduct from the contractors and keep in deposit such amount equal to the proportionate royalty charges from each on A/c bills and the same will be released as and when the contractor submits a receipt / document clearance certificate certifying that royalty charges have been paid by the contractors, lasting to the contract. The contractor will be required to obtain a final royalty clearance certificates from the concerned state / revenue authorities / collector and produce the same to DFCCIL. After completion of the supply but before the release of final bill. If in any case the contractor fails to produce the clearance certificate for royalty charges, final bill will be passed after retaining an amount equal to the amount of unpaid royalty charge as intimated by the revenue authorities / collector or as calculated on the basis of relevant rates, for payment royalty charges applicable to the area. No claim regarding interest charges for delay in the payment of retained amount on royalty account shall be entertained. The retained amount will be released at the directions of the administration on production of clear bank guarantee covering the amount so withheld towards royalty charges / state taxes.
- I.** DEVELOPMENT OF SITE: contractor shall have to develop and maintain approach roads, stacking area etc. at his own cost. After expiry of contract the contractor shall vacate the area and hand over the land free of encroachments. The contractor will not be entitled for any claim for earthwork or any temporary works done by him in connection with this work.
- J.** Delivery/Supply location:
- The ballast should be supplied as per consultation with Engineer-In-Charge between New Khuhja to New Pilkhani section(21 Nos. Stations) of EDFC, On track - via rail (at contractor"s own cost and arrangement, nothing extra will be paid on account of this.)**
- K.** LEGAL MATTERS: The contractor will at his own expenses obtain such permit or parwana for carrying or for any other purposes as may be necessary to enable him to perform his part of the contract. The DFCCIL will not under any circumstances be liable to obtain any permit or parwana whatsoever.



DFCCIL may only make a request to contract authorities stating that the firm is a bonafide party with whom a agreement for supply of ballast has been executed.

**L. GENERAL:**

- i. Till such time, the ballast is measured and taken over by the DFCCIL; its custody shall be the responsibility of the contractor.
- ii. The contractor will ensure free access to quarry premises where ballast or stone is being quarried and crushed, to the Engineer In- charge or his representative at all times.

**M.** Minimum 12 hoppers (equivalent quantity of ballast in case of hopper, wagons) should be loaded by the contractor per day failing which a penalty of Rs.250/- per hopper per day less loaded will be levied. The day time shall be considered from sun-rise to sun-set.

**N.** All possible fluctuation in the rate of labour, materials, general conditions and other possibilities of each and every kind should be considered before quoting the rates and no claim what so ever on this account will be entertained afterwards.

**O.** The tenderers shall not increase their quoted rates in case the DFCCIL administration negotiates for reduction of rates such negotiations shall not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the tenderers.

**P.** The contractor shall sign on each page of the tender document.

**Q.** Since oversized ballast (when supplied) is usually mixer ballast of the contract size, the contractor will be deeded to the offered the ballast to the Railway under the above conditions they bring it to Railway land, and they shall have no right their break it or to remove it from Railway land. The Divisional Engineer can allow removing the ballast if that is in the interest of railways.

**R.** It must be distinctly understood that the accepted Para is for ballast which confirms in all particulars of quantity stack measurement gauge, freedom from dirt, completion within time limit and delivery at site fixed as laid down in the specification and conditions of contract, it therefore, the Engineer quoted to measure up contractor have not been fully completed with a will a liberty to take either or the following courses:

- i. To refuse to measure up such ballast at all giving reasons in writing for so doing to the contractor.
- ii. To call upon the contractor to writing to screen his ballast or direct the mixtures or to break or oversized stone or to restack it to proper dimensions or to take action on all these three courses prior to further inspection and measurements by a fix date and with the time limit specified in the agreement.

- S.** The DFCCIL administration will not be responsible for any loss sustained in the contract on account of rejection of inferior materials.
- T.** The DFCCIL administration shall accept no responsibility for delay in supply of empty wagons for the dispatch of the material. Priority letter with a view to give priority for booking of wagons only will, however, be issued to the successful tenderers where applicable.
- U.** MATERIALS: The Engineer shall deal with all rejected ballast in any manner, he thinks fit, to prevent them from being removed and mixed with good ballast and the contractor shall within a fortnight from the date of order of removal, remove the rejected ballast to such place as may be directed by the Engineer and in the event of the contractor failing to do so, Engineer may cause it to be removed and all costs of such removal shall be payable by the contractor to the DFCCIL. The recovery of the amount may be deducted from any money, which may become due to the contractor or from contractor's bill for any other works being done by the contractor for the railways.
- V.** The DFCCIL will also be at liberty to deduct from the security deposit or from any sum due or which may become due in this or any other contract with the contractor or may otherwise recover from the contractor all sums that became due to the DFCCIL by the firm thereof.
- W.** The contractor shall be responsible for the observance of the rules and regulations under the mines and mineral rules and Indian Material Rules and Regulations of the state concerned.
- X.** The contractor shall at all times keep the DFCCIL administration indemnified against all penalties that may be imposed by the Govt. of India, or state govt. for infringements of any of the clause of the mines, quarries and the rules made there under in respect of quarries from which the ballast is procured.
- Y.** The contractor shall comply with all instructions issued by the Chief Inspectors of Mines in respect of the safety or the workmen and the working of the quarries and maintain such register as required by Inspector of Mines to the Govt. of India. The rate quoted by the contractor should be an all-inclusive rate i.e. the rate for the materials loaded into wagons. No lead, lift, trade tax, royalty or any other taxes that may be levied by the Government or the local bodies will be paid. They will also themselves arrange and pay for such working facilities, as they may need. (e. g. land for labour camps, contractor's office, access road to the site of work etc.) The contractors will be deemed to have included this element of royalty or compensation in their tendered rate and will not be entitled to any extra payments. They are advised to see the site of work before tendering.
- Z.** **The contractors are advised to bring only materials to site, which conforms to latest RDSO/Railway specifications. Any material, which falls short of the prescribed standard, will be rejected and will have to be removed by the contractor at his own expenses.** It should be noted that all materials would be passed at the site of delivery and no passing will carried out at the sources anywhere.

- AA.** The contractor shall make his own arrangements for the provision of sanitary, medical and water supply facilities.
- BB.** The cancellation of any documents such as power of attorney, partnership deed etc. should be informed by the contractor to administration in writing together with the substitution documents cancelling or modifying as the case may be failing which the administration shall take no responsibility or liability for any action taken on the strength of the said document.
- CC.** It will be responsibility of the contractor to intimate direct to the Supervisor labour, New Delhi or any other authority of the Government in respective department, the number of labours employed by him as applicable under payment of Wages Act.
- DD.** The contractor shall observe all the formalities, perform all the acts and abide by the paras contained in the Contract labour act 1970 and Contract labour central rules 1971 which in addition to other stipulation inter alia provide that:
- i. The contractor shall obtain license from the appropriate licensing officer of the area before commencement of the work and shall produce a copy thereof along with the original to the APM/DY.PM / In-charge of the work immediately on start of the work. The original papers will be returned to the contractor after perusal.
  - ii. The contractor shall provide rest rooms, canteen, latrines and urinals, washing facilities and first aid facilities strictly in accordance with the provision of section 40 to 62 of the Contract labour control rules 1971. If these facilities are not provided by the contractor within the stipulated time, the same will be provided by the Railway/DFCCIL and the cost of the same will be debited to the contractor.
  - iii. The contractor shall pay wages to his labour in the manner laid down in section 63 to 81 of the contract labour control rules 1971 in the presence of APM/DPM or his authorized representative. In case, the contractor's labour perform the same or similar kind of work as the workman directly employed by the APM/DPM the wages of the workmen employed by APM/DPM shall be applicable to the contractor labour also.
  - iv. In case by virtue of section 20 (2) & 21 (4) of the contract labour (Regulation and Abolition) act 1971 the railway/DFCCIL is obliged to provide amenities and or pay wages to labour employed by the contractor directly or through petty contractors or sole contractors under this contract, the contractor shall indemnify the railway fully and the railway/DFCCIL shall fully recover from the contractor the expenditure incurred on providing the said amenities and or the wages so paid by deducting it from security deposit or from any

sum due by the railway/DFCCIL to the contractor provided that if any dispute arises the expenditure incurred by the railway/DFCCIL in provisions of the said amenities, direction of the Engineer In-charge shall be final and binding.

**EE.** The contractor shall not allow any road vehicle belonging to his or his suppliers etc. to ply in Railway/DFCCIL land next to the running line. If for executions of certain works viz. earth work for parallel Railway line and supply of ballast.

**FF.** Contractor will furnish the declaration as under:

*I agree to abide by the terms and condition mentioned above (clause A to EE) as well as the General Condition of contract and standard specification.*

**Tenderer's signature**

**Note:-**

***“Contractor has to bear all the cost of material which includes cost of ballast, its transportation from quarry to stacking depot/area, loading in to hoppers/Rly wagon, unloading of this loaded ballast on track in New Khurja- New Pilkhani (21 Nos. Stations) of EDFC equalisation of unloaded ballast in track, Profiling track ballast, removing infringement caused by unloading of ballast etc.as directed by engineer.”***

# TECHNICAL SPECIFICATION

## PART - II

### TECHNICAL SPECIFICATIONS

- Specification for Track Ballast Vide No: **IS/RDSO-GE/0001: 2023 (FEBRUARY 2023) issued by RDSO Lucknow** with latest amendments/correction slips.
- Indian Railways Standard General Conditions of Contract, CPWD Specifications 2019 Vol I & II and Indian Railways Unified Standard Specifications (IRUSS Works and Materials) of as amended/corrected up to latest correction slips, copies of which can be seen in the office for the purpose of this tender in DFCCIL, stipulations and conditions as specified in Indian Railways Standard General Conditions of Contract slips (will be referred as GCC-2022 in the document) as amended/corrected up to latest correction will be applicable.
- Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- Any Other document notified by Ministry of Railways regarding supply of subject material from time to time.
- Testing of material likely to be supplied shall be done at contractor expenses as per relevant IS codes/IR Specifications or as desired by Engineer in charge.

# **GENERAL INSTRUCTION FOR SAFETY**

**PART – III**  
**CHAPTER - I**  
**General Instructions for Safety**

**1. MEASURES TO BE ENSURED PRIOR TO START OF WORK**

1.1 The contractor shall not start any work without the presence of DFCCIL supervisors at site.

1.2 The methodology in detail for execution of the work at site shall be approved by engineering in charge of the organization executing the work and copies of the same shall be available with contractor's supervisor, DFCCIL supervisor of the section in whose jurisdiction the work falls.

1.3 Before permitting the execution of certain works like earthwork in formation and other civil work close to the running track etc. engineer-in-charge (APM/DPM/PM/Dy. CPM) of the section shall ensure that he received the prior intimation/confirmation of the following aspects from representative of contractor. Name and address of the contract assigned to execute the work.

- i) Name of the Contractor's supervisor
- ii) List of the number(s) of individual vehicle(s)/ machineries, names and license particulars of the driver(s) proposed to be used by contractor.
- iii) Information regarding location, duration and timings during which the vehicles/machinery are planned to be plied/worked.
- iv) The supervisors and operators of the contractor proposed to be deployed at work site, which is close to the running track, shall be imparted training by the DFCCIL trainer at contractor own cost about the safety measures to be adopted while working in the vicinity of running track.
- v) Survey of site by supervisor of contractor and DFCCILs to assess the precautions to be taken at site for working of trains and materials required for protection.
- vi) Written advice to sectional APM/DPM about the detailed planning of work including protection of track and safety measures proposed to be adopted. (If Any)
- vii) A copy of the approved methodology (to be approved by engineer in charge) proposed to be adapted by the contractor with a view to ensure safety of trains and workers.
- viii) Assurance that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirement to be adapted/followed while executing the work.
- ix) An assurance register has been kept at site duly signed by both DFCCIL supervisor as well



as by the contractor supervisor as a token of their having understood the safety precautions to be observed at site. (If any)

1.4 No work shall which is to be done near running track shall commence unless permitted by sectional Executive/Sr.Executive/JPM/APM/DPM/PM/Dy.CPM.

1.5 Supplementary site-specific instructions, wherever considered necessary shall be issued by the Engineer in Charge.

1.6 Standard Check list on Safety at Work Sites shall be used to ensure that all the requisite measures have been taken before start of work.

## **2.0 PLYING OF ROAD VEHICLES AND WORKING OF MACHINERIES CLOSE TO RUNNING TRACKS**

(i) Normally, the road vehicles shall be run or machinery shall be worked so as not to come closer than 6.0m from center line of nearest running track.

(ii) The land strip adjacent to running tracks, where road vehicle is to ply or machinery is to work, shall be demarcated by lime in advance in consultation with the DFCCIL's Supervisor. Wooden pegs at interval not exceeding 75mts shall be provided along the line marking as permanent marks. The road vehicles shall ply or machinery shall work so as not to infringe the line of demarcation.

(iii) If a road vehicle or machinery is to work closer to 6.0m due to site conditions or requirement of work, following precautions shall be observed.

- a. In no case the road vehicle shall run or machinery shall work at distance less than 3.5m from centre line of track.
- b. Demarcation of land shall be done by bright colored ribbon/nylon cord suspended on 120 cm high wooden/bamboo posts at distance of 3.5 m from center line of nearest running track.
- c. Presence of an authorized DFCCIL's representative shall be ensured before plying of vehicle or working of machinery.
- d. DFCCIL's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train. Whistle boards shall be provided wherever considered necessary.
- e. Lookout men shall be posted along the track at a distance of 800m from such locations who will carry red flag and whistles to warn the road vehicle/machinery users about the approaching trains. Lookout man shall be deputed for Safety at Work Sites.

f. On curves where visibility is poor, additional lookout men shall be posted.

(iv) If vehicle/machinery is to be worked closer to 3.5m from running track. Under unavoidable conditions, if road vehicles is to ply or machinery is to work closer to 3.5m due to site conditions or requirement of work, following precautions shall be observed:

Plying of vehicles or working of machinery closer to 3.5m of running track shall be done only under protection of track. Traffic block shall be imposed wherever considered necessary. The site shall be protected as per provisions of Para No. 806 & 807 of P-Way Manual as case may be.

Presence of a DFCCIL"s Supervisor shall be ensured at worksite.

DFCCIL"s Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train.

(v) Precaution to be taken while reversing road vehicle alongside the track.

The location where vehicle will take a turn shall be demarcated duly approved by DFCCIL"s representative. The road vehicle driver shall always face the DFCCIL track during the course of turning/reversing his vehicle. Presence of an authorized DFCCIL representative shall be ensured at such location.

(vi) Road vehicle shall not be allowed to run along the track during night hours generally. In unavoidable situations, however, vehicles shall be allowed to work during night hours only in the presence of an authorized DFCCIL"s representative and where adequate lighting arrangements are made and where adequate precautions as mentioned earlier have been ensured.

(vii) Road vehicles/machinery/plant etc. when stabled near running tracks shall be properly secured against any possible roll off and always be manned even during off hours.

### **3.0 EXECUTION OF WORKS CLOSE TO OR ON RUNNING LINES**

Any work close to or on running tracks shall be executed under the presence of a DFCCIL"s Supervisor only

- i. Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.
- ii. Contractor has deputed trained supervisors in required number at worksites duly certified by JPM/APM/DPM/PM/Dy. CPM in charge of the works.
- iii. Drivers of vehicle/operators of the machines have been briefed about the safety and precautions to be taken while moving / working close to traffic.
- iv. Contractor shall ply road vehicles/working of machinery only between sunset and sunrise. In case of emergency where it is necessary to work during night hours sufficient lighting shall be ensured in the complete work area for the safety of public

and passengers. Also, additional staff shall be posted as necessary for night working and taking safety precautions.

- v. The contractor shall not change the approved (if any) vehicle/machinery and driver/operator for working at site. Contractor shall not induct any new vehicle/machinery and driver/operator without prior written approval of JPM/APM/DPM and the list of such changes with numbers of individual vehicle, name and license particulars of the driver shall be given to Executive/Sr. Executive/JPM /APM/DPM/PM/Dy. CPM of the section.
- vi. Contractor shall ensure that road vehicle/machinery ply/work in a way so that these do not infringe the line of demonstration.
- vii. Lookout men with required safety equipment shall be posted where necessary.
- viii. In unusual circumstances, where operator apprehends danger to track while working truck/machinery near running track, following action shall be taken.
- ix. The contractor/supervisor/vehicle operator immediately advise the situation to DFCCIL official/officials of the organization executing the work and assist him/them in protecting the track.
- x. Individual vehicle/machinery shall not be left unattended at site of work. If it is unavoidable and becomes necessary to stable the road vehicle/machinery at site near the running track, these shall be properly secured against any possible roll off and always be manned even during non-working hours. In addition the road vehicle / machinery should be stabled parallel to track only so that in case of failure of any securing arrangement, it may not roll towards the track.
- xi. All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimensions do not infringe. Necessary checks shall be exercised by site in charge from time to time.
- xii. During the hours of night, lamps of temporary indicators which are not of reflective type should be lit at sun-set and kept burning till sun rise, where trains run at night.
- xiii. Precaution to be taken to ensure safety of electrical/signal/ telephone cables while excavating near tracks.
- xiv. Particular care shall be taken to mark the locations of buried electrical/signal/telephone cables on the plans jointly with S & T/Electric supervisor and also at site so that these are not damaged during excavation.
- xv. Copy of the cable plan should be given to the contractor's authorized representative before handing over the site to start the work.

- xvi. Due care shall be taken to ensure that any part of the equipment or machinery or temporary arrangement does not come close to cables while working.
- xvii. Precaution to be taken during execution of works requiring traffic blocks.
- xviii. Any work, which infringes the moving dimensions or causes discontinuity in the track any activity making the existing track unsafe for passage of trains etc. Shall be started only after the traffic block has been imposed, DFCCIL section in charge of the work is present at the worksite, engineering signals are exhibited at specified distance and flagmen are posted with necessary equipment to man them etc.
- xix. Block shall be removed only when all the temporary arrangement, machineries, tools, plants etc. have been kept clear of moving dimensions.
- xx. Precaution to be taken during execution of works during night.
- xxi. The work close to running line, generally, shall be carried out only during day hours. At locations, however, where night working is unavoidable, proper lighting arrangement should be made. The engineering indicator boards shall be lighted during night hours as per the provisions of IRPWM. The staff deputed for night working should have taken adequate rest before deploying them in night shift. We can specify duration of night shift from 20.00 hrs to 04.00 hrs. All other safety precautions applicable for day time work should be strictly observed during night working.
- xxii. Precautions to be taken to ensure safety of workers while working close to running lines.
- xxiii. Any work close to or on running tracks shall be executed under the presence of a DFCCIL's supervisor only.
- xxiv. Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.
- xxv. Such works shall be planned and necessary drawings particularly with regard to infringement to moving dimensions shall be finalized duly approved by competent authority before execution of work. The work shall be executed only as per approved procedure and drawings.
- xxvi. All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimension do not infringe.
- xxvii. xxvii. Suitable speed restriction shall be imposed or Traffic block shall be ensured as required.
- xxviii. xxviii. The site shall be protected as per provisions of Para No. 806 & 807 of P.Way Manual as case may be.

- xxix. Necessary equipment for safety of trains during emergency shall be kept ready
- xxx. at site.
- xxxi. A „first aid kit“ shall always be kept ready at site.
- xxxii. Precaution shall be taken for safety of public or passengers, while executing works at locations, used by passengers and public. The worksite shall be suitably demarcated to keep public and passengers away from work area. Necessary signage boards such as “Work in progress. Inconvenience is regretted” etc. shall be provided at appropriate locations to warn the public/ passengers. Adequate lighting arrangement of worksite wherever required shall be done to ensure safety of public/passengers during night.
- xxxiii. Precaution to be taken before stacking materials alongside the track to ensure that safety of trains is not affected.
- xxxiv. The following precautions shall be taken before stacking the materials along the track for stacking of road work material etc. The sites for material stacking should be selected in advance in such a manner as to ensure that no part of the material to be stacked is infringing the Standard Moving Dimensions. A plan of proposed stacking locations be made and signed jointly by an authorized DFCCIL’s representative and contractor’s representative.
- xxxv. The selected locations shall be marked by lime in advance.
- xxxvi. Presence of an authorized DFCCIL’s representative while unloading and stacking shall be ensured.
- xxxvii. The material shall be stacked in such a height so as to not to infringe SOD in case of accidental roll off.
- xxxviii. Precaution for handling of departmental material trains Instructions for working of material trains are contained in Chapter XII of IRPWM which should be brought to the notice of the supervisors and other staff working on the material trains. In addition to this, following precautions should be taken

### **SAFETY ASPECTS TO BE OBSERVED WHILE WORKING IN OHE AREA**

No electrical work close to running track shall be carried out without permission of DFCCIL representative.

A minimum distance of 2m has to be maintained between live OHE wire and body part of worker or tools or metallic supports etc

No electric connection etc. can be tapped from OHE.

#### **4.0 PROTECTION OF TRACK DURING EMERGENCY**

(i) Action to be taken when a contractor's supervisor or vehicle operator apprehends any unusual circumstances likely to infringe the track and endanger safe running of trains. At any time if a contractor's supervisor or vehicle operator observes any unusual circumstances likely to infringe the track and apprehend danger to safe running of track, he shall take immediate steps to advise a DFCCIL official of such danger and assist him in protection of track.

(ii) Arrangement of lookout men and competency required (if any) for lookout man to warn labour about approaching train.

a. Contractor will provide lookout men.

b. The lookout men shall be properly trained in warning to staff at worksite about approaching train.

c. Only those lookout men shall be provided at site who have been issued with a competency certificate by the DFCCIL's Supervisor.

d. In case, it is felt necessary to provide lookout men by DFCCIL, the charges for the same as fixed by DFCCIL Administration shall be recovered from Contractor.

4.0 Contractor shall indemnify DFCCILs against any loss/damage to public property, travelling public, DFCCIL or his own staff due to his (contractor's) negligence. In case there is any mishap, a fact-finding inquiry will be conducted by DFCCIL. A show cause notice will be issued to the contractor in case he is prima-facie held responsible. Contractor's reply to show cause notice will be considered by the Engineer in Charge before taking final decision. In case contractor is found responsible for the mishap, recovery from him will be affected for only tangible direct losses.

# **MILESTONES AND TIME SCHEDULE**

## **PART-IV**

### **CHAPTER - I**

#### **MILESTONES AND TIME SCHEDULE**

##### **4.1.1 Time Schedule:**

###### **4.1.1.1 Time of start and completion:**

The time allowed for execution of the works is **06 months (Six Months)** from the date of issue of letter of acceptance from DFCCIL.

The contractor shall be expected to mobilize to the site of works and commence execution of the works **within 15 (days)** from issue of Acceptance Letter by DFCCIL.

The contractor shall be expected to complete the whole work ordered on the contractor **within 06 Months (Six Months)** from the date of issue of Acceptance Letter by DFCCIL.

If the contractor commits defaults in commencing execution of the works as afore stated, DFCCIL shall without prejudice to any other right to remedy, be at liberty to forfeit fully the Earnest Money Deposit and performance guarantee of the contractor.

###### **4.1.1.2 Progress of Works:**

The contractor shall submit a programme of work in the form of a Bar Chart of all the activities in consistence with milestone target envisaged below. In case this bar chart requires to be modified, the Engineer and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated above for the completion of the works as the milestone targets specified below of these special conditions. It shall indicate the forecast of the dates of commencement and completion of various activities of the work and may be amended as necessary by agreements between the Engineer and the contractor within the limitation of overall completion period.



# **TENDER FORMS (INCLUDING SCHEDULE OF PRICES)**

**PART- IV**  
**CHAPTER - II**

**TENDER FORMS**

<b>FORM No.</b>	<b>SUBJECT</b>
Form No. 1	Offer Letter
Form No. 2	Tenderer's Credentials
Form No. 2A	Technical Eligibility Criteria Details
Form No. 2B	Financial Eligibility Criteria Details
Form No. 2C	Applicant's Party Information Form
Form No. 3	Summary of Prices
Form No. 4	Schedule of Prices and Total Prices
Form No. 5	Contract Agreement
Form No. 6	Performance Guarantee Bond
Form No. 7	Standing indemnity bond for on account payment.
Form No. 8	ECS / NEFT / RTGS
Form No. 9	Deleted
Form No. 10	Deleted
Form No. 11	Deleted
Form No. 12	Deleted
Form No. 13	Deleted
Form No. 14	Proforma for Time Extension- As per GCC-2022
Form No. 15	Certificate of Fitness- As per GCC-2022
Form No. 16	Proforma of 7 days Notice- As per GCC-2022
Form No. 17	Proforma of 48 Hours Notice- As per GCC-2022
Form No. 18	Proforma of Termination Notice- As per GCC-2022
Form No. 19	Format of Bank Guarantee for Mobilisation
Form No. 20	Format of Integrity pact
Form No. 21	Declaration by Contractor
Form No. 22	Format for Affidavit
Annexure-1	Format for competency

**OFFER LETTER**

**Tender No.: MTC-EN-KRJ-PKYN-BALLAST-2025**

**Name of work** – Supply, Stacking, transportation and unloading of Ballast through Railway Hoopers/Wagons for New Khurja- New Pilkhani Section (including 21 Stations/Yards) of EDFC under jurisdiction of CGM/MTC.

To,  
The Chief General Manager  
DFCCIL,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda.;
- (b) We offer to execute the Works in conformity with the Bidding Documents;
- (c) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We have not been blacklisted/banned in accordance with para.1.3.13 (ii)(v)(a) of Preamble and General Instructions to tenderers.
- (e) We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pending before any Court on deadline of submission of the Bid in accordance with para. 1.3.13 (ii) (v) (b) of Preamble and General Instructions to tenderers.
- (f) If our bid is accepted, we commit to obtain a Performance Guarantee in accordance with the Bidding Documents;
- (g) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements of the work.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award/Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed;

and

- (i) All information, statements and description in this bid are in all respect true, correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes/incorrect information are detected at any stage, we understand the bid will invite summarily rejection and forfeiture of bid security, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
  
- (j) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Name .....

In the capacity of .....

Signed ..... Duly  
authorized to sign the Bid for and on behalf of ..... Date

.....

**TENDERER'S CREDENTIALS**

<b>S. No</b>	<b>Description</b>
1.	For technical experience/ competence, give details of completed or substantially completed similar works during the last <b>Seven years, ending last day of month previous to the one</b> in which tender is invited in the proforma given in Form-Form-2A
2.	For financial capacity and organizational resources, give details of contractual payments received <b>for the last three financial years (i.e current Financial year and three previous financial years)</b> as per audited balance sheet certified by Chartered Accountant in the Proforma given in Form-2B
3.	Give constitution of your firm. Attach certified copies of legal documents in support thereof. Form-2C

**TECHNICAL ELIGIBILITY CRITERIA DETAILS****Details of the similar works completed (as per Para 1.3.13 (i) of Preamble and General Instructions to Tenderers)**

<b>Similar Contract No.</b>		
Contract Identification		
Award date		
Completion date		
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>
Total Contract Amount (Rs.)		
If member in a JV , specify participation in total Contract amount	<i>[insert a percentage amount]</i>	<i>Total contract amount in Rs.</i>
Employer's Name: Address:  Telephone/fax number  E-mail:		
<b>Description of the similarity in accordance with Criteria 1.3.13(i)(A)</b>		

**The bidder shall attach Certified completion certificates issued by the client duly attested by Notary as per Eligibility Criteria of the tender documents.**

Signature of the  
Tenderer with Seal

**FINANCIAL ELIGIBILITY CRITERIA DETAILS**

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

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

Contractual payments received	
Year	Value of Payment received in Rs. (Contract Receipts)
Current Year (2024-2025)	
2023 - 2024	
2022 – 2023	
2021 – 2022	
Total Contractual Payment received	

**Note:** The details should be extracted from the audited balance sheet Certified by the Chartered Accountant or form 16-A issued by the Employer as per clause 1.3.13 of Preamble and General Instructions to Tenderers.

**The bidder shall attach necessary documents in support of the above.**

Signature of the  
Tenderer with Seal

**APPLICANT'S PARTY INFORMATION FORM**

<p>Applicant name: <i>[insert full name]</i></p>
<p>Applicant's Party name: <i>[insert full name of Applicant's Party]</i></p>
<p>Applicant's Party country of registration: <i>[indicate country of registration]</i></p>
<p>Applicant Party's year of constitution: <i>[indicate year of constitution]</i></p>
<p>Applicant Party's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i></p>
<p>Applicant Party's authorized representative information  Name: <i>[insert full name]</i>  Address: <i>[insert street/ number/ town or city/ country]</i>  Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i>  E-mail address: <i>[indicate e-mail address]</i></p>
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.</p> <p><input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

Signature of the  
Tenderer with Seal



## SUMMARY OF PRICES

**Name of Work:** - Supply, Stacking, transportation and unloading of Ballast through Railway Hoopers/Wagons for New Khurja- New Pilkhani Section (including 21 Stations/Yards) of EDFC under jurisdiction of CGM/MTC.

### RATE SHEET

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

S.N.	Description of Works	DFCCIL Updated Cost (Rs.) excluding GST	Rates to be quoted in figures & words (Clearly mention above / below / at par on Total cost of each schedule given in column 3)
1	2	3	4
<b>A - Non Schedule Item</b>			
1	Schedule -I , Non Schedule Item	<b>4,16,44,000.00</b>	.....% age (in figures) ..... (In words)
<b>B Scheduled Items as per USSOR-2019)</b>			
1	<b>Schedule-II, 81120</b> (Scheduled Items as per USSOR-2019)	<b>10,42,250.00</b>	.....% age (in figures) ..... (In words)
2	<b>Schedule-II, 81150</b> (Scheduled Items as per USSOR-2019)	<b>19,13,250.00</b>	.....% age (in figures) ..... (In words)
<b>Total of Schedule (Rs.)</b>		<b>4,45,99,500.00</b>	

\* Tenderer should bear the fact in mind while quoting the rates are exclusive of GST and GST will be paid by Contractor as per prevailing rate as applicable. GST shall be paid/reimbursed by DFCCIL on submission of documentary evidence of deposition of GST along with Bill/IPC.

**Notes:**

- (i) The above prices are inclusive of all charges, freight, transportation cost, duties, levies, etc but **excluding GST**.
- (ii) The tenderer should quote single percentage **above / at par / below** for each schedule.

- (iii) If the uniform percentage quoted by the Tenderer does not clearly indicate whether the rates are above/at par/below the estimated rates then through sign convention it will be considered to be on plus side and evaluated accordingly.

**FORM No. 4**

**SCHEDULE OF PRICES**  
**(Summary of Schedule of Prices)**

**Name of Work:** Supply, Stacking, transportation and unloading of Ballast through Railway Hoopers/Wagons for New Khurja- New Pilkhani Section (including 21 Stations/Yards) of EDFC under jurisdiction of CGM/MTC.

S.N.	Description of works	DFCCIL Updated Cost excluding GST (Rupees)
<b>A</b>	<b>Schedule -I , Non Schedule Item</b>	<b>4,16,44,000.00</b>
<b>B</b>	<b>Schedule -II (Scheduled Items- 81120 )</b>	<b>10,42,250.00</b>
	<b>Schedule -II (Scheduled Items- 81150 )</b>	<b>19,13,250.00</b>
\	<b>Grand Total (Scheule- A+B)</b>	<b>4,45,99,500.00</b>

**Rate of item Payable to Contractor shall be as per following example: -**

For Schedule 1: If the rate of any item "X" and

- (a) If percentage quoted by the contractor for Schedule I is 5 % above (+5%), Rate payable to contractor =  $(X) \times 1.05$
- (b) If percentage quoted by the contractor for Schedule I is 5 % below (-5%), Rate payable to contractor =  $(X) \times 0.95$
- (c) If percentage quoted by the contractor for Schedule I is at par, Rate payable to contractor =  $(X) \times 1.00$
- (d) Similarly, the Payment for Items under Schedule-II shall be made as per the percentage quoted by the Contractor for Schedule-II.
- (e) The GST as applicable shall be paid to the Contractor separately by DFCCIL on submission of documentary proofs along with Bill/IPC.

SCHEDULE						
DETAILS OF SCHEDULES OF PRICES						
S.N.	ITEMS Nos	DESCRIPTION	UNIT	QTY	RATE AS PER CUM(excluding 18% GST)	AMOUNT (Rs)
<b>A</b>	<b>Schedule-I (Non-Schedule Items)-</b>					
1	<b>NS-1</b>	Supply and Stacking of Machine Crushed Hard Stone Ballast of 65mm Gauge as per Specification No : IS/RDSO-GE/0001:2023 (Feb-2023) at nearest nominated Railway Siding and transportation of Ballast through Railway Hoopers/Wagons in between New Khurja to New Pilkhani section including 21 no. Stations of New Khurja to New Pilkhani section of EDFC as per direction of Engineer In Charge under the jurisdiction of CGM/MTC including all transportation charges for supply of Ballast through Railway Hoopers /Wagons.	CUM	25000.00	1665.76	4,16,44,000.00
					<b>Total of Schedule I =</b>	<b>4,16,44,000.00</b>
<b>B</b>	<b>Schedule-II (Items as per USSOR-2019)-</b>					
1	81120	Leading and loading Railway's ballast, collected at yard / depot / mid-section into Railway's BOB / BKH /	CUM	25000.00	41.69	10,42,250.00

		any other type of open wagon, using JCB or any other approved mechanized method with all ascents, descents, taxes etc. with lead of 250m & all lifts complete as per specifications and as directed by Engineer in-charge				
2	81150	Unloading of ballast from Railway's Hopper Wagons and distributing the unloaded ballast uniformly over the track and profiling and boxing {it also includes taking out jammed ballast}	CUM	25000.00	76.53	19,13,250.00
						<b>Total of Schedule-II</b>
						<b>29,55,500.00</b>
						<b>TOTAL (A + B)</b>
						<b>4,45,99,500.00</b>

- Above Rates are excluding GST.

FORM No. 5  
SAMPLE

**AGREEMENT**

**CONTRACT AGREEMENT**

THIS AGREEMENT (“Agreement”) is made at New Delhi on the \_\_\_day of \_  
BETWEEN

(1) Dedicated Freight Corridor Corporation of India Limited, incorporated under the laws of India and having its principal place of business at, Pragati Maidan Metro Station Building Complex, New Delhi, India – 110001 (hereinafter called **‘the Employer’**), and -----  
-----, a company / corporation / JV incorporated under the laws of -----having its principal place of business at ----- (hereinafter called **‘the Contractor’**).

WHEREAS in reference to a call for Tender for **“Supply, Stacking, transportation and unloading of Ballast through Railway Hoopers/Wagons for New Khurja- New Pilkhani Section (including 21Stations/Yards) of EDFC under jurisdiction of CGM/MTC.”** as per Tender paper No. **MTC-EN-KRJ-PKYN-BALLAST** dated ..... at Annexure “A” here to, the Contractor has submitted a Tender hereto and whereas the said Tender of the contractor has been accepted for **“Supply, Stacking, transportation and unloading of Ballast through Railway Hoopers/Wagons for New Khurja- New Pilkhani Section (including 21Stations/Yards) of EDFC under jurisdiction of CGM/MTC.”**, as per copy of the Letter of Acceptance of Tender No----- dated ----\_complete with enclosure at the accepted rates and at an estimated contract value of Rs.\_\_\_\_\_(Rupees \_only). Now the agreement with witnessed to that in consideration of the premises and the payment to be made by the Employer to the Contractor provided for herein below the Contractor shall supply all equipments and materials and execute and perform all works for which the said Tender of the Contractor has been accepted, strictly according to the various provisions in Schedule ‘I’

and 'II' and detailed technical & special conditions hereto and upon such supply, execution and performance to the satisfaction of the Purchaser, the Purchaser shall pay to the contractor at the several rates accepted as per the said "Schedule of Prices" and in terms of the provisions therein.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed/ (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official  
Name of the official

Signature of the authorized official  
Name of the official

Stamp/seal of the Contractor

Stamp/Seal of the Employer

**SIGNED, SEALED AND DELIVERED**

By the said \_\_\_\_\_ Name

By the said \_\_\_\_\_ Name

on behalf of the Contractor in the \_\_\_\_\_  
of:

on behalf of the Employer in the presence  
presence of:

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**Enclosures: -**

1. Letter of Acceptance of Tender No. .... dated.....
2. Tender Paper for Tender No .....including Schedule of Prices and Summary of Prices

**SAMPLE**

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

Managing Director/ DFCCIL \_\_\_\_\_ Bank Guarantee Bond No. \_\_\_\_\_  
 Acting through \_\_\_\_\_(Designation Dated \_\_\_\_\_and address of contract signing authority)

**PERFORMANCE GUARANTEE BOND**

In consideration of the Managing Director/ DFCCIL acting through \_\_\_\_\_  
 (Designation & Address of Contract Signing Authority), Dedicated Freight Corridor Corporation of India Limited, New Delhi hereinafter called "DFCCIL") having agreed under the terms and conditions of agreement/Contract Acceptance letter No. \_\_\_\_\_ dated made between \_\_\_\_\_(Designation & address of contract signing Authority) and \_\_\_\_\_(hereinafter called "the said contractor(s)" for the work \_\_\_\_\_ (hereinafter called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs. \_\_\_\_\_ (Rs. \_\_\_\_only) as a performance security Guarantee Bond from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We \_(indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ (Rs. \_only) on demand by the Government.
2. We \_\_\_\_\_(indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the GROUP GENERAL MANAGER/ FINANCE Dedicated Freight Corridor Corporation of India Limited, New Delhi or \_\_\_\_\_ (Designation & Address of contract signing authority) DFCCIL, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_ (Rs. \_\_\_\_\_only)
- 3 (a) We, \_\_\_\_\_(indicate the name of Bank) further undertake to pay to the Government any money so demanded not withstanding any dispute or dispute raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
  - (b) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We, \_ (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by \_\_\_\_\_ (Designation & Address of contract signing authority) on behalf of the Government, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
5. (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity / extended period of validity of guarantee from the date aforesaid.  
  
(b) Provided always that we \_\_\_\_\_ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we (indicate the name of the Bank) shall pay the Government the full amount guarantees on demand and without demur.
6. We, \_ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations 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 the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of 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 bearance act or omission on the part of the Government or any indulgence by the Government 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 relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor (s).
8. We, \_\_\_\_\_ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid upto \_\_\_\_\_ (Date of expiry of defect liability period plus 60 days beyond that). Unless extended on demand by Government. Notwithstanding anything to the contrary contained herein before, our liability under



this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) unless a demand under this guarantee is made on us in writing on or before \_\_\_\_\_ we, shall be discharged from our liabilities under this guarantee thereafter.

Dated \_\_\_\_\_ the day of \_\_\_\_\_ for \_\_\_\_\_  
(indicate the name of bank)

Signature of Bank Authorize official  
(Name):  
Designation: Full  
Address.

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

**SAMPLE  
STANDING INDEMNITY BOND FOR “ON ACCOUNT” PAYMENTS**

**(On paper of requisite stamp value)**

We, M/s \_\_\_\_\_ hereby undertake that we hold at our stores Depot/s at \_\_\_\_\_ for and on behalf of the Managing Director/ DFCCIL acting in the premises through the Chief General Manager / DFCCIL/Meerut or his successor (hereinafter referred to as “The Employer”) all materials for which “On Account” payments have been made to us against the Contract for \_\_\_\_\_ (\_\_\_\_\_ ) on the section \_\_\_\_\_ DFCCIL also referred to as Group/s \_\_\_\_\_ vide letter of Acceptance of Tender \_\_\_\_\_ dated \_\_\_\_\_ and material handed over to us by the employer for the purpose of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the employer or as he may direct otherwise and shall indemnify the employer against any loss /damage or deterioration whatsoever in respect of the said material while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the Chief General Manager / DFCCIL/Meerut in charge of Dedicated Freight Corridor Corporation of India Limited (Whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus material disposed off and refund becomes due, the Employer shall be entitled to recover from us the 85% of supply portion of Part IV, Chapter – II (Form - 4) to the Contract (as applicable) and also compensation for such loss or damage if any long with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

Dated this day \_\_\_ day of 2023  
for and on behalf of  
M/s \_\_\_\_\_ (Contractor) Signature  
of witness  
Name of witness in Block letter.

Address.

**ECS / NEFT / RTGS  
MANDATE FORM**

Date: -

To,

GM (F) / GGM (F)

DFCCIL, New Delhi.

Sub: ECS / NEFT / RTGS payments

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

Name of Bank	
Name of City	
Bank Code No	
Name of Bank Branch	
Branch Code No	
Address of Bank Branch	
Telephone Number of Bank Branch	
Fax No of Bank Branch	
Name of customer / Tenderer as per account	
Account Number of Tenderer appearing on cheque book	
Type of Account (S. B. / Current / Cash credit)	
IFSC code for NEFT	
IFSC code for RTGS	
9-Digit-code number of the bank and branch appearing on the MICR cheque issued by the bank.	
Details of Cancelled Cheque leaf	
Telephone no of tenderer	
Cell Phone Number of the tenderer to whom details	

Tender No: MTC-EN-KRJ-PKYN-BALLAST

with regard to the status of bill submitted to Accounts Office i.e. Co6 & Co7 & Cheque Purchase Orders particulars can be intimated through SMS	
Tenderer's E - mail ID	

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

**Deleted**

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**Deleted**

-As per GCC-2022-

-As per GCC-2022-

-As per GCC-2022-

-As per GCC-2022-

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**SAMPLE  
FORMAT OF BANK GUARANTEE FOR MOBILISATION ADVANCE**

(Clause 1.5.20, Part - I, Chapter - V)

Bank guarantee made on this ..... Between .....  
(hereinafter called "**the Bank**") of the One Part and Dedicated Freight Corridor Corporation of India Limited. (hereinafter called "**the Employer**") of the other Part.

WHEREAS Dedicated Freight Corridor Corporation of India Limited has awarded the Contract no..... for "....." (hereinafter called "**the Contractor**"), having its registered office at .....

AND WHEREAS vide Clause 1.5.18 of Part - I, Chapter V, Special Conditions of Contract, Mobilization Advance up to \_\_\_% (\_\_\_ percent) of the original contract value of Rs..... is payable to the contractor against Bank Guarantees, the contractor hereby applies for Mobilization Advance of \_\_\_% (\_\_\_ percent) amounting to Rs..... /- (Rupees.....) of the Contract Price,

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

We, Bank of ....., do hereby unconditionally, irrevocably and without demur guarantee and undertake to pay the Employer immediately on demand any or all money payable by the contractor to the extent of Rs. .... /- (Rupees.....) without any demur, reservation, context, recourse or protest and/or without any reference to the contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the contractor on any dispute pending before any court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

This guarantee is valid till .....

At any time during the period in which this guarantee still valid of the contractor fails to fulfil its obligation under the Contract, it is understood that the Bank will extend this guarantee under the same condition for the required time on demand by the Employer at the cost of the contractor.

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

The neglect or forbearance of the Employer in enforcement of payment of any money, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the Bank of their liability under this Deed.

The expressions "the Employer", "the Bank" and "the contractor" hereinbefore used shall include their respective successors and assigns.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs..... /- (Rupees.....)

This bank Guarantee shall be valid up to.....

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (date of expiry of Guarantee).

In witness whereof we of the Bank have signed and sealed this Guarantee on the .....day of ..... being herewith duly authorized.

For and on behalf of the Bank of.....

Signature of Authorized Bank Official

Name .....  
Designation .....  
Stamp/Seal of the bank .....  
Signed, sealed and delivered for and on  
Behalf of the bank by the above named

..... in the presence of

Witness 1  
Signature .....  
Name .....  
Address .....  
Witness 2  
Signature .....  
Name .....  
Address .....



## PRE-CONTRACT INTEGRITY PACT

### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on-----day of the month of----- 20xx, between, on one hand, the DFCCIL acting through Shri ----- Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s----- represented by Shri -----Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

### **NOW, THEREFORE,**

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

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

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

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

### **Commitments of the CLIENT**

- 1.0 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].
- 1.1 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.
- 1.2 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 disfavour to any person in relation to the [B] or any other [B] with the Government.

- 3.3 \* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- 3.4 \* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defence 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 envisaged hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER's from the tender process.

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

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

- 5.1 Earnest money/ Bid Security/ Security Deposit/ Retention money/ Performance guarantee shall be as per the provisions of Bid document.

#### **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 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 shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The client will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

- 7.1 The [A] undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the

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

## **8. Independent Monitors**

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)
- 8.2 the task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDOER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be und 'contractual obligation to treat the information and documents of the [A] with confidentiality.
- 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  
Name of the officer  
Designation  
Deptt. /Ministry/PSU  
Witness witness

BIDDER  
CHIEF EXECUTIVE OFFICER

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

Note:

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

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

**Declaration by Contractor**

Name of Work -Tender

No:-

We, (Name of contractor ..... ) have examined the site and scope of work for above subject cited work and tender no referred above.

And accordingly, the rates quoted by us are including all incidental works may occur during the course of executing of subject cited work

Signature of the  
Tenderer with Seal



**FORMAT FOR AFFIDEVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENT**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/- The stamp paper has to be in the name of the tenderer)\*\* Tender Notice No: .....

Name of Work: .....

I ..... (Name and designation)\*\* appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s ..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of .....

.....as per the tender No..... of DFCCIL, 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 document from the website [www.ireps.gov.in](http://www.ireps.gov.in). I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work of final payment of the contract, the master copy available with the DFCCIL shall be final and binding up 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 document/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 for the information and documents, submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for

five years on entire DFCCIL. Further, I/we (insert name of the tenderer)\*\*..... and all my/our constituents understand that my/our offer shall be summarily rejected.

- 8. I/we also understand that if the certificates submitted by us found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other provided in the contract including banning of business for five year on entire DFCCIL.

.....  
.....

DEPONENT

SEAL AND SIGNATURE

OF THE TENDERER

VERIFICATION

I/we above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

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.

Attestation before Magistrate/Notary Public

**Format for Competency Certificate**

Certified that Shri \_\_\_\_\_ Supervisor/Operator of  
M/s. \_\_\_\_\_ has been trained and examined in safety  
measures to be followed while working in the vicinity of running DFCCIL track for the work  
\_\_\_\_\_. His knowledge has been found satisfactory  
and he is capable of supervising the work safely.

This certificate is valid only for the work mentioned in this certificate only.

**Signature and designation of the officer**

**END OF THE TENDER DOCUMENT**