



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED  
(A Government of India Enterprise under Ministry of Railways)**

**Tender Document**

**Tender No.:** CPM/MTC/Manpower/CA/2018-19/OT

**Name of Work:** Rendering Services of revenue officers and office supporting staffs for special land acquisition officer in District of Saharanpur, Muzaffarnagar, Meerut, Bulandshahr, Ghaziabad/Hapur and G.B. Nagar in jurisdiction of CPM/Meerut, Dedicated Freight Corridor Corporation of India Limited.

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

Visit: [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil)  
(Tenderwizard helpdesk: 011-49424365)

**Sep, 2018**

Dedicated Freight Corridor Corporation of India Ltd. (Meerut Unit)  
A Govt. of India (Ministry of Railways) Enterprise  
3rd Floor, Shri Bala Jee Commercial Complex, Plot No. C-2, Pocket-B, Sector-1, Veda Vyasपुरी, By  
Pass NH-58, Meerut-250002  
Ph: 0121-2439060 / 40, Fax: 021-2439040  
Website: [www.dfccil.gov.in](http://www.dfccil.gov.in)

**Name of work:** Rendering Services of revenue officers and office supporting staffs for Special land Acquisition officer in District of Saharanpur, Muzaffarnagar, Meerut, Bulandshahar, Gaziabad/Hapur and G.B. Nagar in jurisdiction of CPM/MTC, Dedicated Freight Corridor Corporation of India Limited.

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**For Dy.CPM/Elect/MTC**

**Section-1****NOTICE INVITING OPEN E-TENDER**

**1.0** Dy. Chief Project Manager/Electrical/DFCCIL/Meerut for and on behalf of DFCCIL invites open, E-Tender in Single Packet System on the prescribed form for the under noted work:-

1	Tender Notice No.	<b>CPM/MTC/Manpower/CA/2018-19/OT</b>
2	Name of Work	Rendering Services of revenue officers and office supporting staffs for special land acquisition officer in District of Saharanpur, Muzaffarnagar, Meerut, Bulandshahr, Ghaziabad/Hapur and G.B. Nagar in jurisdiction of CPM/Meerut, Dedicated Freight Corridor Corporation of India Limited.
3	Type of Tender	Open E-Tender, "Single Packet System".
4	Type of Contract	Hiring of Manpower Service Provider.
5	Period of Contract	<b>One year from the commencement date</b>
7	Estimated Cost of Work	<b>Rs.41, 63, 304/-</b> (Rupees Forty one Lakh Sixty Three Thousand Three Hundred Four Only) excluding Commission/Service Charge & excluding GST.
8	Tender Document Cost (Non-Refundable)	<b>Rs. 3,540/-</b> ((Rs. 3000/- + GST @18%) (Rupees <b>Three Thousand &amp; Five Hundred Forty only</b> ), MSEs registered with a body specified by Ministry of MSME <b>for the item tendered</b> are exempted from submission of Cost of Tender Document, for which, the tenderer will have to <b>upload the exemption certificate</b> on the E-Tender Portal and a declaration with regard to registration would have to be given in the Forwarding Letter ( <b>Appendix-I</b> of the tender document).
9	Earnest Money Deposit	<b>Rs.83, 267/-</b> (Rupees <b>Eighty Three Thousand Two Hundred Sixty Seven only</b> ), to be submitted, by the tenderer. MSEs registered with a body specified by Ministry of MSME <b>for the item tendered</b> are exempted from submission of Earnest Money Deposit, for which, the tenderer will have to <b>upload the exemption certificate</b> on the E-Tender Portal and a declaration with regard to registration would have to be given in the Forwarding Letter ( <b>Appendix-I</b> of the tender document).
10	Tender Processing Fees (non-refundable)	(Rs. 4,164/- Exclusive of all taxes & duties through e payment while uploading of tender

11	Availability of tender Document & tender document cost	Tender document can be downloaded from <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> , DFCCIL website <a href="http://www.dfccil.gov.in">www.dfccil.gov.in</a> and Central Procurement Portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> <b>for viewing only</b>
12	<b>E-Tender Portal</b> Website Address and Helpdesk No.	<a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> For any help in connection with E-Tendering, please contact at <a href="http://www.tenderwizard.com">www.tenderwizard.com</a> Helpdesk No-011-49424365 or Mob: 9599653865.
13	Date and time of start & submission of filled Tender Document	E-Tender can be downloaded from 05-09-2018 and can be submitted upto 15:00 hrs. of 10-10-2018 on <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> .
14	Date and Time of Opening of Tender on E-Tender Portal	10-10-2018 at 15:30 hrs.
15	Address of Communication and name of contact person in DFCCIL	Office of Chief Project Manager/Meerut Unit, Dedicated Freight Corridor Corporation of India Ltd., 3rd Floor, Shri Bala Jee Commercial Complex, Plot No. C-2, Pocket-B, Sector-1, Ved Vyasपुरi, By Pass NH-58, Meerut-250002.

## 2.0 General

- 2.1 Tender document is non-transferable. Tender received from Tenderer in whose name Tender Document has been issued, shall only be considered.
- 2.2 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender document by post. Late/Delayed Tender shall not be considered for evaluation.
- 2.3 The Offer shall be valid for 90 days from the date of opening of the tender, and extend further if required from time to time. The Tenderer cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Earnest Money Deposit (Tender Security).
- 2.4 Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil). Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.
- 2.5 JV or Consortium of any kind will not be permitted for this tender. (Refer Railway Board letter No. 2002/CE-I/CT/37 JV Pt. VIII dated 14-12-2012)

**Section-2**  
**Check-list for documents to be submitted**

S.N.	Documents to be Attached	Tick Yes/No
1	Earnest Money Deposit of Rs.83, 267/- (Rupees Eighty Three Thousand Two Hundred Sixty Seven only), MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the Tenderer will have to upload the exemption certificate on the E-Tender Portal and a declaration with regard to registration would have to be given in the Forwarding Letter (Appendix-I of the tender document).	Yes/No
2	Cost of tender document of Rs. 3,540/- (Rs. 3,000/-+GST @ 18%) (Rs. Three Thousand & Five Hundred Forty only) MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Cost of Tender Document, for which, the Tenderer will have to upload the exemption certificate on the E-Tender Portal and a declaration with regard to registration would have to be given in the Forwarding Letter (Appendix-I of the tender document).	Yes/No
3	Forwarding letter duly signed by the Tenderer for acceptance of tender conditions unconditionally, in the prescribed format as per 'Appendix-I'.	Yes/No
4	Registration Certificate and Memorandum and Articles of Association of the Company in case of company/ Partnership Deed in case of Partnership firm/ Documentary evidence in support of Proprietorship in case of sole proprietor.	Yes/No
5	Certified Copy of GST No. PAN Card & Aadhar Card.	Yes/No
6	Brief Detail of tenderer as per Appendix -IV	Yes/No
7	Experience Certificate as per Appendix-V and Affidavit as per Appendix-VI.	Yes/No
8	Complete Tender Document including Corrigendum/Addendums Signed by the Tenderer.	Yes/No
9	Financial Tender (Microsoft Excel file) to be filled, saved and uploaded in e-tender portal i.e, <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a>	Yes/No

Note:-

- (i) Document No.1 to 8 of the Check List above should be scanned and uploaded in the 'Document Library' of the E-Tender Portal ([www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)) through digital signature & after that, attach all above documents in particular tender.
- (ii) Complete Tender Document including Corrigendum/Addendums should first be downloaded from E-Tender Portal (in PDF Format) and thereafter, upload them to E-Tender Portal, through digital signature in document library & after that, attach the same in particular tender
- (iii) For Document No. 9 of the Check List, only the downloaded 'Financial Tender' file should be uploaded after filling, saving and digitally signed. Do not upload scanned copy of 'Financial Tender' in 'Document Library'. The financial tender (after filling the rates) should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to the office of CPM/DFCCIL/Meerut.
- (iv) The rates should be quoted in figures and words. If there is any variation between the rates quoted in figures and words, the rates quoted in 'Words' shall be taken as correct rates.

**SECTION-3****INSTRUCTION TO TENDERER(S)****1.0 Key details of the tender are as under:-**

1	Tender No.	"CPM/MTC/Manpower/CA/2018-19/OT"
2	Name of Work	Rendering Services of revenue officers and office supporting staffs for Special land Acquisition officer in District of Saharanpur, Muzaffarnagar, Meerut, Bulandshahar, Gaziabad/Hapur and G.B. Nagar in jurisdiction of CPM/MTC, Dedicated Freight Corridor Corporation of India Limited.
3	Estimated Cost of Work	Rs.41, 63,304/- (Rupees Forty-One Lakh Sixty Three Thousand Three Hundred Four Only) excluding GST.
4	Completion Period	One year from the commencement date
5	Cost of tender document	<b><i>Rs. 3,540/- (Rs. 3,000/-+GST @ 18%) (Rs. Three Thousand &amp; Five Hundred Forty only)</i></b> MSEs registered with a body specified by Ministry of MSME <b><i>for the item tendered</i></b> are exempted from submission of Cost of tender Document, for which, the Tenderer will have to <b><i>upload the exemption certificate</i></b> on the E-Tender Portal and a declaration with regard to registration would have to be given in the Forwarding Letter ( <b>Appendix-I</b> of the tender document).
6	Availability of tender document	From 05.09.2018 to 10.10.2018 (up to 15:00 hrs)
7	Type of tender	Open E-tender, single packet
8	Earnest Money	Rs. 83,267/- (Rs. Eighty Three thousand Two hundred Sixty-Seven only)
9	Date and time of submission of tender	up to 15:00 Hrs. of 10.10.2018
10	Date and time of opening of tender	10.10.2018 at 15.30 Hrs.
11	Validity of Offer	90 Days from the date of opening of tender
12	Authority & place for purchase / submission of tender document & address for Communication.	Office of Chief Project Manager; DFCCIL <b>3rd Floor, Shri Bala Jee Commercial Complex, Plot No. C-2, Pocket-B, Sector-1, Ved Vyasपुरi, By Pass NH-58, Meerut-250002.</b>

**2.0 Eligibility Criteria:-**Tenderer shall meet with the minimum eligibility criteria for the work as detailed under:-

S.No.	Criteria	Document Required
1	The Bidder shall have carried out work of similar nature i.e. supply of manpower.	Experience Certificate is desirable for the work of similar Nature i.e. Supplying of manpower.
2	The Tenderer must be possessing GST Registration Number, PAN Card and Aadhar Card.	Certified Copy of GST Registration Number, PAN Card and Aadhar Card.
3	The Tenderer should submit an Affidavit that it has not been blacklisted for business by any Government Department/PSU and that in last three years to be reckoned from date of invitation of tender, there has not been any work cancelled against them for poor performance.	Affidavit/Documents to be enclosed. Performa of Affidavit is given in Appendix VI of the Tender Document

### 3.0 SCOPE OF WORK in Brief-

3.1 To supply manpower as per Schedule of Quantities given in tender document.

### 4.0 PROCEDURE FOR SUBMISSION OF E-TENDER:

**General:** All Tenderer must note that this being E-tender, so Tenders received only through E-tendering portal shall be considered as an offer. Any Tender received in paper form (not uploaded in E-Tender Portal) will simply not be opened and shall be summarily rejected.

Further following instructions should be noted by Tenderers:

#### 4.1 Tender Document obtaining process:

The Tenderer who wish to view free Notification and tender documents can visit DFCCIL's website <http://www.dfccil.gov.in> OR [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) OR Central Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in). Interested Tenderers who wish to participate should visit website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), which is the only website for Tendering their offer. Further the procedure is as follows:-

- a) Obtain Class-III Digital Signature Certificate from any Controller of Certificate Authorities (CCA) approved digital signature issuing agency. In case, Tenderer wish to obtain the digital signature certificate from ITI Ltd., they may contact helpdesk numbers 011-49424365 or 9599653865 of ITI Ltd
- b) To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the Tender wizard ([www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil)) and to have User ID & Password. Tenderers have to pay Annual Registration Charges of Rs. 2000/- + GST to M/s ITIL through e-payment. Tenderers have to pay Tender-Processing Fee to M/s ITIL through e-payment. Already Registered Tenderer need not pay registration charges to M/s ITIL.
- c) Using the login ID, password and digital signature enter the tender portal to purchase the tender document.
- d) Payment of E-Tender processing fees is to be done to M/s. ITI Ltd. through online mode of payment.
- e) After the payment of E-Tender processing fee, Tenderer can download the tender document (PDF File) & 'financial Tender' (Microsoft Excel file 'FinancialTender.xls') by clicking the link "Show Form"

#### 4.2 Submission of Offer:

**4.2.1** The tender documents shall be submitted in online mode through website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), in single bids only.

- a) Single offer viz. containing Technical offer and Financial offer along with necessary documents like scanned copy of EMD & Bid document cost shall be submitted through [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL). The Tender Document Cost has to be paid to DFCCIL through following modes:-



- i) Deposition of money directly in the DFCCIL account as per details in Clause 5.0 of section- 3 "Instruction to Tenderer(s)". The scanned copy of the same shall be uploaded during the submission of bid.
  - ii) DD/Banker's Cheque drawn in favor of "DFCCIL payable at Meerut" and details thereof are to be entered in the relevant columns of E-Tender form available on the portal. The scanned copy of the same will be uploaded with the bid & the same shall be submitted in physical form at address given in section 3, clause-01 pt no. 12. However, tender document shall be provided free of cost to MSEs registered with a body specified by Ministry of MSME for the item tendered for which, the tenderer will have to upload the exemption certificate on the E-Tender Portal.
- b) Detailed credentials as per the requirements of Eligibility criteria and all tender papers except bill of quantities are to be uploaded in "Technical Offer."
- c) Bill of quantities with rates duly filled in is to be uploaded in "Financial Offer." The bids are essentially to be submitted only by online mode. The prices must be filled after downloading the financial bid document in prescribed format issued through e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering website using Digital Signature for signing the document.
- d) The corrigendum, if any; shall only be hosted on the website only. The tender will be accepted only in e-tendering mode and **no other mode** of submission shall be accepted.

**4.2.2** In case scheduled date is declared as holiday, tender can be uploaded up to 15.00 hrs on the next working day and will be opened at 15.30 hrs on that day.

**4.2.3** Each Page of this Bid Document shall be submitted through Digital Signature of the Tenderer. Bid document shall be accompanied by Earnest Money in proper form, documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the Tenderer

**4.2.4** The **bid** shall be accepted through **online mode only**. The bid submitted after the time and date fixed for submission of Bids as set out in the tender document will be summarily rejected.

**4.2.5** Bidders are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.

**4.2.6** After award of contract to the Successful Bidder, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.

#### **4.3 AUTHORISATION AND ATTESTATION::**

Offers shall be signed by the person duly authorized/empowered to do so. Certified copies of such authority (Power of Attorney) and relevant documents are essentially required to be uploaded on the website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) with the signed copy of tender document. Alternatively the documents can also be submitted in hard copy at the "office of Chief Project Manager; DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED; IIIrd floor, Shri Balaji Commercial complex Plot no. C-2, Pocket- B, Sector-1, NH-58 By pass Vedvyas Puri Meerut." before the opening of the tender on stipulated date.

**4.4 EXECUTION OF CONTRACT** The successful Offerers' responsibility under this contract commences from the date of issue of Letter to Proceed/Letter of Acceptance by Dedicated Freight Corridor Corporation of India Ltd. The successful Offerer shall be required to execute an agreement in the prescribed Performa enclosed herewith with the Dedicated Freight Corridor Corporation of India Ltd. within two weeks of acceptance of his offer.

**4.5 VALIDITY OF PROPOSAL:** The proposal shall be kept valid for a period of 90 days from the date of opening.

**4.6 EARNEST MONEY DEPOSIT (EMD)**

**4.6.1** The tenderer must be accompanied by a sum of **Rs. 83, 267/- (Rupees Eighty Three Thousand Two Hundred Sixty Seven only)** as earnest money deposited either by directly depositing in DFCCIL account, details provided in Clause 5.0 of section- 3 "Instruction to Tenderer(s)", or alternately earnest money deposited in the form of Pay order/demand drafts/Banker's cheque/Manager cheque from a nationalized bank or a Indian Scheduled Bank. Earnest money shall be in favour of DFCCIL payable at Meerut.

**4.6.2** The bids not accompanied by valid EMD shall be summarily rejected. In case the EMD As well as tender document cost is being deposited in any form mentioned above in Clause 4.6.1 the scanned copy of the same shall be uploaded with the bid and the same shall be submitted in physical form at the "office of Chief Project Manager; DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED; IIIrd floor, Shri Balaji Commercial complex Plot no. C-2, Pocket- B, Sector-1, NH-58 By pass Vedvyas Puri Meerut " before the opening of the Tender. Failing which, the bid shall be summarily rejected and shall not be considered for further evaluation stage.

**4.6.3** The offerer (s) shall keep the offer open for a minimum period of 90 days from the date of opening of the offer. It is understood that the offer documents has been issued to the offerer(s) and the offer(s), is / are permitted to offer in consideration of the stipulation on his / their part that after submitting his / their offer subject to the period being extended further if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to DFCCIL. Should the offerer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the DFCCIL

**4.6.4** If the offer is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the offerer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.

**4.6.5** The Earnest Money of the unsuccessful offerer(s) will, save as here-in-before provided, be returned to the unsuccessful offerer(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the documents or to the Earnest Money while in their possession nor be liable to pay interest thereon

#### **4.7 PRICE BASIS, CURRENCIES & LANGUAGE OF BID**

**4.7.1** The bidder shall quote percentage (%) of administrative charges only in schedule quantities which is a part of this document. This percentage shall be applicable uniformly on each items of the schedule. Rates shall include all the cost of work inclusive of taxes. Only Goods & Services Tax, PF & ESI (Employer's share only) will be paid (Reimbursed) after production of documents in proof of having submitted the same. All other various taxes by central govt./ state govt./ local bodies as applicable at the time of the opening of the tender shall be accounted for in the rates.

**4.7.2** Taxes, if any, levied after opening of the tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.

**4.7.3** The bid prices shall be in **Indian rupees** only.

**4.7.4** Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure

#### **4.8 SIGNATURE OF BIDS & DOCUMENTARY PROOF**

The bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid. In case person other than tenderer signing the document, Authorization letter shall be attached with the tender document. Tenderer(s) shall furnish "Brief Details of the bidder" (Appendix-IV).

#### **4.9 PARTNERSHIP DEED**

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

#### **4.10 RIGHT OF DFCCIL TO DEAL WITH OFFER**

The authority for the acceptance of the offer will rest with the DFCCIL which does not bind itself to accept the lowest or any other offer nor does the DFCCIL undertake to assign reason for declining to consider or reject any particular offer or offers. DFCCIL reserves the right to evaluate & accept/reject the offers for individual schedules.

**4.11** The offerer/s whose offer is accepted will be required to appear at the office of the **Chief Project Manager, DFCCIL, III<sup>rd</sup> floor, Shri Balaji Commercial Complex Plot No. C-2, Pocket-B, Sector-1, Vedvyas Puri bypass, NH-58 Meerut** in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract within 7 days after notice that the contract has been awarded to him and contract agreement are ready for signature, failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of EMD accompanying the tender shall stand forfeited.

- 4.12** In the event of any offerer/s whose offer is accepted and refusing to execute the contract, DFCCIL may determine that such offerer/s has/have abandoned the contract and there upon his/their offer and the acceptance there of shall be treated as cancelled & DFCCIL shall be entitled to forfeit the full amount of EMD.

**4.13 CHECK-LIST**

The bidders are requested to duly fill in the checklist as per **Section-2** of the tender document. The checklist is only a reminder of certain important items, to facilitate the offerer. This, however, does not relieve the offerer of its responsibility to make sure that his proposal is otherwise complete in all respects.

- 4.14** Tender documents are not transferable.

**5.0 THE BANK DETAIL:**

Bank Details for depositing EMD & tender Document cost is as under:

Bank Name	Union Bank of India
Name	Dedicated Freight Corridor Corporation of India
A/C No.	496601010035634
IFSC Code	UBIN0535486
Branch	Delhi Road, Meerut-Uttar Pradesh - 250002

## **Section 4**

### **GENERAL CONDITIONS OF CONTRACT**

**1.0 GENERAL CONDITIONS OF CONTRACT** will form an integral part of the Tender and contract document. In case of any deviation between General conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail.

**1.1 DEFINITIONS:** - Unless excluded by or repugnant to the context:

- a) "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- b) The expression "Department"! "Client"/ "Employer"/ "Corporation"/DFCCIL as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.(DFCCIL) which expression shall also include its legal successors and permitted assigns.
- c) "Drawing" shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Engineer In Charge.
- d) "Engineer"! "Engineer-in-charge"! "Employer's representative" of the work shall mean the 'Representative' appointed by DFCCIL, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- e) The "Site" shall mean the lands and / or other places on under in or through which the work is to be executed under the contract including any other lands or place used for the purpose of contract.
- f) The "Contract" shall mean the agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with Appendix mentioned therein including any special conditions, specifications, designs, drawings, price schedule / bill of quantities and schedule of rates.
- g) The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- h) The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- i) The "Contract time" means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- j) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- k) A "month" shall mean a calendar month.
- l) A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- m) "Excepted Risks" are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- n) "GCC" mean the General Conditions of Contract.
- o) "Government" means the Government of India.
- p) "Letter of Acceptance" means the formal acceptance letter from the Employer of the Tender.
- q) "Local currency" means the currency of Government of India.
- r) "Temporary works" shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.

- s) "Urgent works" shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.
- t) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.

## **1.2 Interpretation**

In the contract, except where the context requires otherwise:

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

## **1.3 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Contractor's staff. The contractor will have complete charge of Personnel engaged and shall be fully responsible for the services performed by them or on their behalf hereunder.

## **1.4 Communication and Language of Contract**

### **1.4.1 Communication to be in writing**

Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in SCC. Notices shall be deemed to be effective as follows:-

- a) In case of personal delivery or registered mail, on delivery
- b) In case of telexes, 24 hours following confirmed transmission
- c) In case of telegrams, 24 hours following confirmed transmission, and
- d) In case of facsimiles, 24 hours following confirmed transmission.

### **1.4.2 Language of Contract**

The Contract has been executed in English which shall be controlling language for all matters relating to meaning or interpretation of this Contract

## **1.5 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be by the officials specified in the SCC executed under this Contract by the Employer or the contractor may be taken or executed by the officials authorized for the same

## **1.6 Entire Agreement**

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

## **1.7 Modifications**

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

### **1.8 Care in Submission of Tenders:-**

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

### **1.9 Rights of the DFCCIL to deal with tender:-**

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 tenderers(s) shall demand neither any explanation for the cause of rejection of his /their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders

**1.10** If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates /create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage

### **1.11 Omissions & Discrepancies: -**

Should a tender find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

### **1.12 Performance Guarantee (P.G)**

- 1.12.1** On acceptance of tender the successful tenderer shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of **DFCCIL, Meerut**. The Performance Guarantee shall be submitted within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA) .Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15 percent per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA.
- 1.12.2** This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 1.12.3** The Performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period which is 120 days for this contract and after passing the final bill based on 'No Claim Certificate'.
- 1.12.4** Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other partnership firm.

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

- i. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- ii. Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer.
- iii. The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL

### **1.13 SECURITY DEPOSIT**

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

**1.13.2** Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery /mode of recovery shall be as under:

- i. Security Deposit for each work should be 5% of the contract value,
- ii. The rate of recovery will be at the rate of 10% of the running bill amount till the full security deposit is recovered,
- iii. Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.

**1.13.3** The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after completion of defect liability period i.e after 120 days of the satisfactory completion of the work.

**1.13.4** No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract., but Government Securities deposited will be payable with interest accrued thereon.

### **1.14 SUPERVISION AND SUPERINTENDENCE:**

#### **1.14.1 CONTRACTOR'S SUPERVISION**

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



#### **1.14.2 CONTRACTOR'S AGENTS/EMPLOYEES**

No other person except Contractor's authorized representative shall be allowed into DFCCIL premises and they shall not do any private work other than their normal duties. Contractors shall be directly responsible for any/all disputes arising between him and his personnel and keep DFCCIL indemnified against all losses, damages and claims thereof. The personnel engaged by the contractor shall be on the duty of the contractor/agency and under no circumstances shall be deemed to be on the duty of DFCCIL. Such staff shall not be entitled to claim any right, privilege or benefit from DFCCIL and in the event of any such claim, the contractor/agency undertakes to indemnify DFCCIL for any loss or damage, financial or otherwise. The personnel engaged by the contractor shall be subject to security check by DFCCIL security staff while entering/leaving the premises. Such personnel shall have to adhere by the instructions of the security staff and other officers of DFCCIL authorized in this behalf. Failure to faithfully follow instructions would be deemed infringement of tender conditions. Contractor shall in no case lease/transfer/sublet for services without approval of DFCCIL, which DFCCIL in its discretion may or may not grant.

#### **1.14.3 WORKMEN**

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

#### **1.15 LAWS AND REGULATIONS**

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

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

#### **1.16 USE OF EXPLOSIVES**

Blasting is not permitted on this work unless under exceptionally unavoidable conditions but subject to Government's Policy on the subject matter and approval of engineer in charge.

#### **1.17 PROTECTION**

The works included in this contract are to be carried out close to the running tracks and public utilities, therefore, safety of running trains and the public is paramount. Therefore, all activities undertaken by the Contractor / his representatives shall ensure safety at all times. The contractor shall comply with the instructions issued by the DFCCIL / Engineer / Employer from time to time to ensure safe running of trains while carrying out works. The rates quoted by the Contractor shall be deemed to include all expenditure incurred in compliance with the same.

#### **1.18 SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT**

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

#### **1.19 INCOME TAX**

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

#### **1.20 GOODS & SERVICE TAX**

Goods & Service Tax as applicable in this contract shall be reimbursed by DFCCIL as per prevailing law after the contractor submits the documentary proof of having deposited the same.

#### **1.21 PERMITS, FEES, TAXES & ROYALTIES**

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including works contract tax, local taxes, income tax, octroi and other Govt taxes. However, the **Goods & service tax, EPF & ESIC (Employer's share only)** will be paid extra if payable under law on submission of the documentary evidence. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

#### **1.22 STATUTORY INCREASE IN DUTIES, TAXES ETC**

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of opening of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. In case of increase/decrease of statutory duties, GST, octroi & any other taxes, DFCCIL shall reimburse/recover such differences. Necessary documents for such changes are to be submitted by Tenderer.

#### **1.23 DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES**

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

#### **1.23.3 Extension due to modifications**

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

#### **1.23.4 Delays not due to Employer**

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

- a. Any force majeure event or
- b. Any relevant order of court or
- c. Any other event or occurrence which, according to the Engineer is not due to the Firm/Contractor's failure or fault, and is beyond his control.

The Engineer may grant such extensions of the completion period as in his opinion reasonable.

#### **1.23.5 Delays due to Employer / Engineer**

In the event of any failure or delay by the Employer / Engineer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Firm/Contractor to damages or compensation thereof but in any such case, the Engineer shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable.

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

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

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

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

#### **1.24 Suspension**

The client may, by written notice of suspension to the Contractor, suspend all or part of services and payments to Contractor hereunder if the Contractor fail to perform any of the obligations under the Contract, including carrying out of the Services, provided that such notice of suspension shall a) specify the nature of failure and b) request the contractor to remedy such failure within a period not exceeding thirty (30) days.

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

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

### **1.26 DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT**

#### **1.26.1 Conditions leading to determination of contract**

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

- a.** becomes bankrupt or insolvent, or,
- b.** makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c.** being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- d.** has execution levied on his goods or property or the works, or
- e.** assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- f.** abandons the contract, or
- g.** persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
- h.** fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i.** fails to take steps to employ competent and / or additional staff and labour, or
- j.** promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- k.** Suppresses or gives wrong information while submitting the tender.
  - i.** In any such case the Engineer on behalf of the Employer may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Engineer, the Employer shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).
  - ii.** **In such a case of termination, the Employer / Engineer may** carry out the whole or part of the work from which the Firm/Contractor has been removed by engaging another Firm/Contractor or deployment of own staff at site.

### **1.27 DETERMINATION OF CONTRACT ON EMPLOYER/ENGINEER'S ACCOUNT**

The Employer / Engineer shall be entitled to determinate the contract, at any time, should, in the Employer / Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer / Engineer of such termination and reasons therefore, shall be conclusive evidence thereof. In case of determination of contract on Employer / Engineer's account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents / vouchers etc., to the satisfaction of

Employer / Engineer. The decision of the Employer / Engineer on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

#### **1.28 FOSSILS ETC**

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

#### **1.29 LABOUR RULES**

The contractor will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to face the further consequences. The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central Government applicable for Project Sites. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare EPF & ESIC.

#### **1.30 FORCE MAJEURE**

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

#### **1.31 SETTLEMENT OF DISPUTES**

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

##### **Mutual Settlement**

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

##### **Conciliation/Arbitration**

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

### **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either party for settlement through Arbitration in accordance with the Rules stipulated as under.

- 1.31.1** If the Contractor is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Contractor may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claim of the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference
- 1.31.2** Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the Employer decides to appoint a Sole Conciliator Sole Arbitrator, then a panel of at least three names will be sent to the Contractor. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Contractor.
- 1.31.3 Nomination of Arbitrators/Sole Arbitrator**  
Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs 5 million and to a panel of three Arbitrators if total value of claims is more than Rs 5 million. The Employer shall provide a panel of three arbitrators which may also include DFCC officers for claims up to Rs 5 million and a panel of five Arbitrators which may also include DFCC officers for claims of more than Rs 5 million. The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrator nominated in the panel along with their professional experience, phone nos. and addresses to the contractor. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator (the Presiding Arbitrator) from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision
- 1.31.4** No decision given by the Client in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The language of proceedings that of documents and communication shall be English.
- 1.31.5** This is a condition of contract agreement /Arbitration that Arbitrators so nominated shall be professional Engineers/s. In case of 3 Arbitrators, one of the arbitrators shall be an accounts officer
- 1.31.6** This is also a condition of contract that in case above procedure for nomination of arbitrator/s cannot be adopted due to whatsoever reason may be, then it will be deemed that no arbitration clause exist in contract agreement and normal law of land shall prevail to settle the disputes

**1.31.7** In case, the Contractor opts for settlement of disputes through Conciliation, at first Contractor may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

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

**1.31.9** The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Contractor

### **1.32 Settlement through Court**

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

### **1.33 Suspension of work**

The Obligations of the Employer, the Engineer and the Contractor shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation / arbitration nor shall payments to the Contractor continue to be made in terms of the contract.

### **1.34 Award to be binding on all parties**

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

### **1.35 Substitute Arbitrators:**

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

### **1.36 Interest on Awarded Amount**

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

### **1.37 Exception**

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

### **1.38 Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be New Delhi only.

## **SECTION 5**

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

#### **1.0 GENERAL**

- 1.1. This is purely a works contract like all other works contracts awarded by Railways and General Conditions of Contract of Railways are applicable to this contract. Award of the Contract does not confer any right to any of the individuals involved in this contract either directly or indirectly for a perpetual employment in DFCCIL in any capacity. The agency/service provider/contractor shall be entirely responsible for the employment of its labour and shall be liable for observance of all statutory provisions of Govt. No claim of employment by the manpower engaged on the DFCCIL on whatsoever ground shall be entertained.
- 1.2. DFCCIL shall have discretion to change the scope of work of contract as per the requirement and variation in the scope of work will be governed by GCC and shall not have any bearing on the rates quoted by the tenderer, which shall be treated as firm during the currency of the contract.
- 1.3. The agency should fulfill all statutory provisions as per relevant laws.
- 1.4. The engagement of hired staff through the agency shall be purely on temporary basis.
- 1.5. The engagement of hired staff shall be based on the contract between DFCCIL and THE AGENCY. There is no contract between the hired staff and DFCCIL.
- 1.6. No letter of appointment shall be issued to any staff hired through the outsourcing agency.
- 1.7. The staff hired through the agency in DFCCIL shall not have claim to any regular employment in DFCCIL whatsoever. The staff employed by the agency are required to furnish an appropriate affidavit non judicial paper to the effect that they will have no claim over DFCCIL regarding extended / or consequential employment in the DFCCIL. No claim of employment by the manpower engaged on the DFCCIL on whatsoever ground shall be entertained.
- 1.8. It shall be the responsibility of the agency to get the qualification, character and antecedents of the staff verified including police verification before their induction. The agency must furnish proof of such verification as and when demanded by DFCCIL but not later than three months of work of contractor work failure to do so such is fall will not be allow to work and proper replacement has to be arranged with in week. Failure to do so will invite penalty of Rs. 500 per staff per week.
- 1.9. Any staff hired by DFCCIL through agency can be removed immediately without giving any notice to the agency or the staff. The agency will have to provide suitable replacement within three days time.
- 1.10. The agency shall be responsible to verify the qualification and experience indicated by hired staff in their profile. If during the course of engagement of any hired staff, it comes to the notice that he/she has misrepresented the fact about his/her qualification/ experience etc., the concerned staff shall be immediately discharged from the service. The agency will have to provide suitable replacement within three days time.



- 1.11. The service of the staff hired through the agency are liable to be transferred anywhere in the jurisdiction of the Chief Project Manager, Meerut from one job to another, one department to another and one branch to another without any extra remuneration depending on the exigencies of the work.
- 1.12. It will be the responsibility of the outsourcing agency to ensure that the staff hired through the agency shall at all time maintain absolute integrity and devotion to duty and conduct himself in a manner conducive to the best interests, credits and prestige of DFCCIL.
- 1.13. By virtue of the services with the DFCCIL, the agency and the staff hired through the agency will come in possession of certain information and secrets related to DFCCIL which shall not be divulged to any organization or individual. The agency shall ensure that complete confidentiality is maintained by it and all the staff hired by DFCCIL with regard to all information relating to DFCCIL, its premises, clients, business, assets, affairs and employees. Neither the agency nor its persons shall at any time divulge or make known to any third party and trust, accounts, matters or transactions whatsoever any information pertaining to DFCCIL and its associates entities which may in any way come to their knowledge or attention.
- 1.14. The agency shall ensure that the staff should be in neat and clean uniform/dress. They should be in good health, punctual, honest and well behaved. The agency will be responsible for ensuring good conduct on the part of persons deployed. The person once engaged and is working satisfactorily will not be substituted/replaced intermittently without permission of competent authority of DFCCIL.
- 1.15. Persons suffering from contagious or infectious diseases shall not be deployed or permitted to work in the DFCCIL premises. If the person deputed by agency/service provider/contractor contract or develops any such disease during the currency of the contract, the agency/contractor(s) / service provider may be asked by the DFCCIL to replace such person by another suitable person. No extra charge for such replacement to be done by the agency forthwith, shall however, be payable.
- 1.16. The work executed shall be to the satisfaction of DFCCIL representatives. Rate shall include all incidental & contingent work, which although not specifically mentioned in the scope are necessary for its completion in a sound and efficient manner.
- 1.17. DFCCIL, reserves the right to warrant services of lesser number of hired staff as per the situation for which no claim shall be admissible. Pro – rata payment will be made if duration is less than a month.
- 1.18. Each staff deployed shall maintain mobile phone for which no extra payment will be made. Failure to do so frequently will involve penalty of Rs. 100 per such incident.
- 1.19. DFCCIL may at its discretion award / reward efficient staff hired through the agency directly at any time.
- 1.20. For any employee leaving the service, agency will have to give a notice of at-least one month. DFCCIL may at its discretion agree for a notice of similar duration in special circumstances. A no dues certificate shall be taken from DFCCIL before the date of relieving, failing which any dues shall be recovered from the agency.

**2.0 Category of staff and their Qualification /Experience:-**

The category of staff, minimum qualification, experience & approximate requirement is mentioned below

S.N.	Name Of Posts	Essential Min. Qualification / Experience	Requirement
1	Retired Revenue Officer	Retired Mamlatdar/Dy. Mamlatdar/ Tehsildar/ Naib Tahsildar having Grade pay not less than Rs. 4,200/-	7
2	Office Assistant cum Computer Operator	a. Intermediate OR One year Diploma in Office Management. b. MS-Office (Word, Excel and Power Point) c. <u>MINIMUM THREE YEARS</u> relevant experience.	7
3	Office attendants/Dak courier/Peons	a. Minimum 8th Class pass, b. Physically fit as per recommendation of CA & SDO / DFCCIL officials. c. Candidate should be able to read and write in English and Hindi to the Extent of address of office, Files name etc.	5

**3.0 SCOPE OF WORK.****3.1 Retired Revenue officers:**

- 3.1.1** All works in relation to read & understand land plans, Revenue maps, Conversion of scales, field measurements, Site verification, Physical verification as per proposed engineering & revenue plan & to co-ordinate the work of joint measurement as per Revenue & DFCCIL requirement.
- 3.1.2** To co-ordinate with various S.L.A.O mainly at Saharanpur, Muzaffarnagar, Meerut, Bulandshahar, Ghaziabad/Hapur and G.B. Nagar or as per desire/requirement of DFCCIL officials in hearing and disposal of objections.
- 3.1.3** To coordinate with various S.L.A.O mainly at Saharanpur, Muzaffarnagar, Meerut, Bulandshahar, Ghaziabad/Hapur and G.B. Nagar or as per desire of DFCCIL officials in fixation & disbursement of compensation of the land owners.
- 3.1.4** To facilitate the process of re-notification wherever required at above nominated places.
- 3.1.5** To coordinate with S.L.A.O at nominated places to complete the land acquisition process & to transfer land title in favour of D.F.C.C.I.L.
- 3.1.6** To co-ordinate the work of re-habilitation at above nominated places, wherever required.
- 3.1.7** Any other work assigned by DFCCIL authority.
- 3.1.8** Quantities mentioned under item (1) of schedule "A" may be varied up to 100%. Contractor may arrange for the Retired revenue officers in any of the grades as specified.

**3.2 Office Assistant cum Computer Operator:**

- 3.2.1** All sorts of typing work usually carried-out by using the Computer with knowledge of M.S. office / Excel or any other suitable software in English / Hindi, maintenance of files / documents and other relevant works as & when required by the S.L.A.O/DFCCIL office.
- 3.2.2** Movement and maintenance of files, papers, drawings, within the office, outside /S.L.AO./DFCCIL Office including Railway and other offices at described locations.
- 3.2.3** Creation & updation of data as and when required
- 3.2.4** Operation of various office equipments like Photocopier, Fax, Telephones, Printer. EPABX etc. in addition to Computer peripherals.
- 3.2.5** Dispatch & Receipt of files, letters etc. to and from various Railway offices including various State / Central Govt. offices.
- 3.2.6** Outstation movement for carrying important letters, files, drawings etc with or without accompanying DFCCIL officials.
- 3.2.7** Any other work assigned by SLAO/DFCCIL in connection with smooth functioning of the office.

**3.3 Office attendants/Dak courier/Peons:**

- 3.3.1** Cleaning of rooms, dusting of furniture and equipments in the entire office building of S.L.A.O/D.F.C.C.I.L.
- 3.3.2** Attending to office door bells.
- 3.3.3** Preparation and serving of tea, coffee, snacks etc in office, (raw material shall be provided by DFCCIL), cleaning of utensil used in the pantry etc.
- 3.3.4** Outstation movement for carrying important letters, files, drawings etc with or without accompanying SLAO/DFCCIL officials.
- 3.3.5** Delivering the dak / letters / papers and documents to various Government / Non-government offices including Railway and other offices as per requirement of SLAO/DFCCIL.
- 3.3.6** Accompanying the SLAO/DFCCIL officials at work site and assisting them in field related works as and when directed.
- 3.3.7** Any other work assigned by SLAO/DFCCIL in connection with smooth functioning of the office.

**4.0 Working Hours of hired staff** – The working hours for the hired staff shall be for 8 hours a day for 6 days a week. The timings for the same would be generally from 9.30 A.M. to 06.30 P.M. From Monday to Saturday with suitable lunch break. However, these timings may be changed without any overall impact on the period of duty as per convenience or requirement of operation. The personnel would get a day off every week (normally Sunday) along with National Holidays. Working hours should be regulated so that there is no requirement of overtime. However, administration reserves right to call the personnel on National / Gazetted holiday / Sunday. A compensatory off will be provided to the individual in the succeeding weeks in lieu of the same or proportionate additional payment will be made for attending office on Sundays / National holidays, if compensatory off is not provided. Punctuality of staff is of very high important.

**5.0 Leave** – One day's leave shall be permissible to the hired personnel in a month. If a personnel remains absent beyond the period of one day in a month pay may be deducted on pro rata basis, if a substitute is not provided for that period of absence. The facilities including leave etc. are required under various legal provisions shall be so adjusted by the outsourcing agency that the CTC does not increase

**6.0 Salary payment day** - The period for the month of calculate salary will be 1<sup>st</sup> to last working day of the month. The monthly payment to the outsourced personnel shall be made by the Contractor as per agreed rates by **10<sup>th</sup> day of every month**. In case, the 10<sup>th</sup> day happens to be a holiday or subsequent days happen to be holiday, payment shall be made on the next working day. The contractor must submit the bill complete in all respect by 3<sup>rd</sup> day of month along with certified detail of the payment of salary made to each employee for the previous month. However the delay in payment to contractor due to deficiency in bill submission shall not affect the salary payment on 10<sup>th</sup> of every month. A penalty of Rs. 500/- per day or as deemed fit by employer may be imposed for non-payment of salary to the staff by due date.

## **7.0 Validity**

**7.1.** The tender shall be valid for a period of one year.

**7.2.** DFCCIL Administration also reserves the right to terminate the contract by giving one month's notice in case DFCCIL Administration desires to have its own arrangements.

**7.3.** DFCCIL Administration reserves the right of termination of the contract with immediate effect at any stage of time. This will apply when the agency fails to atendere by / comply with the special terms and condition(s) and / or the agency has not been able to follow or comply the laws of statutory provisions of Central / State Government in force or has / have breached any contract agreement condition

## **8.0 Liability against risks / claims:**

**8.1.** DFCCIL Administration shall not be responsible for any injury or loss of life or sickness of the workmen or of any individual involved in the contract (deployed by the agency/service provider/contractor) during the course of their duties or out of their duty hours. Any statutory liabilities which may arise shall be to the agency / contractor(s) / service provider's account. The agency/service provider/ contractor shall take out and keep in force a policy and policies of insurance against all liabilities and recognized risks in respect of accidents to persons employed by the contractor for the purpose of carrying out the works of this contract. The agency / service provider / contractor should note this provision especially in respect of staff deployed by him and should take necessary insurance cover and safeguards against the recognized risks for his worker / staff. Any compensation to the staff because of accidents in their duties will be payable by the contractor to his workers / dependents

**8.2.** The agency / service provider /contractor(s) shall be solely responsible for the compliance of statutory regulations applicable to contractor labour as also other Central and State Government Statutory regulations associated with works such as provision of Minimum Wages Act, 1984, the Work Men Compensation Act, 1923 etc. No liability whatsoever shall attach to the DFCCIL on account of or any failure on the part of the agency/service provider/contractor(s) to observe these regulations.

- 8.3.** Except Item no. (1) of schedule, PF & ESI of employers contribution is being paid to contractor with original bill because of CTC is inclusive of PF & ESI of employer contribution, than original receipts of PF & ESI of employer & employee contribution should be submitted to DFCCIL office within 20 days of payment of original bill or due date of payment of PF & ESI as per prevailing labour Law's, whichever is earlier. The contractor will submit the proof of having deposited the entire due amount for EPF & ESI along with next bill.
- 8.4.** Default in payment of PF & ESI to the Statutory Authorities or submission of proof to DFCCIL office as per above clause 8.3, than contractor is liable for penalty of Rs. 500/- per employee per month for default period till the date of submission of proof to DFCCIL office in addition to penalties mentioned in the labour Law's,.
- 8.5.** Any damage, deterioration, loss caused to DFCCIL property due to negligence, carelessness on the part of the workmen employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, DFCCIL shall be within their rights to affect necessary recoveries from the Contractor's bill or through other means as per the law.
- 8.6.** The service provider will be responsible for timely disbursement of monthly wages including statutory contribution towards PF & ESI to all personnel. This will be irrespective of the contractor getting the payment from the Principal Employer or not.
- 8.7.** DFCCIL Administration will not provide any residential accommodation for any of the person deployed by the agency/service provider.

**9.0 Rates:**

- 9.1** The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 9.2 **Goods & Service Tax,**** as admissible shall be reimbursed on submission of proof of depositing the same to concerned Govt. Authority.
- 9.3** The contractor/service provider is required to submit service tax registration no. before signing contract agreement.
- 9.4** For item no. 1 of **schedule** entitlement for TA/DA/Travel facilities is as admissible to Senior Executive of DFCCIL on tour and mobile charges will be reimbursed up to maximum limit of Rs. 500/- per month on production of receipt.
- 9.5** No contingent charges will be admissible for city/town of the normal place of working. However, for out station movements, the actual fare of the bus/train (sleeper class) shall be reimbursed and additional Auto Rickshaw charges at the rate for Rs. 5/- per Km. shall be paid. For out-station journey, a daily allowance of Rs. 200/- & Rs. 150/- shall be paid per person respectively for staff against item 2 (for Office Assistant cum Computer Operator) & Item no. 3 (Office attendants/Peons) of schedule of Quantities. Daily allowance will be drawn only when staff is out of headquarter (more than 8 Km away from head quarter) for more than 8 hours in a day. If there is night stay at out station, Rs. 200/- & Rs. 150/- shall be paid extra per person respectively for staff against item 2 (for Office Assistant cum Computer Operator) & 3 (Office attendants/peons) of schedule of quantities.

#### **10.0 Variation:**

- 10.1** Requirement of the manpower is approximate and liable to vary over a period of time.
- 10.2** Requirement of manpower for a particular month will be advised to the contractor at-least 15 days in advance and service provider shall arrange the required manpower accordingly.
- 10.3** Payment will be made as per actual manpower deployed in any particular months and no claims shall be admissible due to either reduction or increase in total quantity of any particular item either in a particular month or in total contract period.
- 10.4** In case of variation, the admin charges also be revised as per below table:

<b>S.N.</b>	<b>Variation in Quantity or Amount (in %)</b>	<b>Admin Charges</b>
1	Up to +25% variation	Same as quoted by tenderer
2	Between +25% to +40% variation	2% reduction in admin charge quoted by tenderer
3	Beyond +40% variation	4% reduction in admin charge quoted by tenderer

#### **11.0 Payments**

- 11.1** On completion of the work to the satisfaction of DFCCIL Authority, as verified by the DFCCIL Authority where the person deployed have rendered the stipulated services, the agency/service provider/contractor shall be entitled for getting the due payments at the end of each months, by submitting their bills in prescribed form to the CPM/DFCCIL duly certified by the authorized representative of DFCCIL as per actual work done after necessary adjustment.
- 11.2** Payment shall be made after making required deductions towards taxes to be deducted at sources as per extant rules/law in force.
- 11.3** In case, the agency/service provider/contractor(s) fails/ fail to provide the proper service(s) during the currency of contract, necessary deduction from the bill/s shall be made as under.
- (a)** Against item mentioned in the schedule, one and a half time deduction shall be made per day on pro-rata basis in the event of any service not having been rendered.
- 11.4** In case of difference of opinion regarding interpretation of any clause, the decision of CPM/DFCCIL shall be final and binding.
- 11.5** Payment should be made through RTGS/cheque/draft only. The service provider should submit payment receipt of staff for last month (copy of cheque or draft) along with monthly bill, without which bill will not be entertained.
- 11.6** Retired revenue officer of item No.1 of Schedule to be net amount paid Rs. 19200/-(No deduction ESIC & EPFC of employee and employer share).
- 11.7** Emoluments of schedule item no.2 & 3 are inclusive of employer's contribution of PF & ESI. The contractor has to provide original receipts of PF & ESI of employer and employee contribution to DFCCIL within 20 days of payment of original bill of due date of payment of PF & ESI as per prevailing labour Law's, whichever is earlier.

**Section-6****Schedule of Quantities**

**Name of Work :** "Rendering Services of revenue officers and office supporting staffs for Special land Acquisition officer in District of Saharanpur, Muzaffarnagar, Meerut, Bulandsahar, Ghaziabad/Hapur and G.B. Nagar in jurisdiction of CPM/MTC, Dedicated Freight Corridor Corporation of India Limited."

**Completion Period:** One Year

Item No.	Description of Item	City categories	Qty.	Unit	Rate in Rs. per man month (including PF & ESI Employee & Employers Contribution wherever applicable)	Approx. Amount (In Rs.)
1	Retired Revenue Officers	Not Applicable	7x12=84	Man Month	19,200/-	16,12,800/-
2	Office Assistants cum Computer Operators cum translator cum steno	GZB (A Class)	1x12=12	Man Month	21,737/-	2,60,844/-
		MRT & SHR (B Class))	3x12=36		19,943/-	7,17,948/-
		BSR, G.B. Nagar, Muzaffarnagar (C Class)	3x12=36		17,112/-	6,16,032/-
3	Office attendants	GZB (A Class)	1x12=12	Man Month	19,943/-	2,39,316/-
		MRT & SHR (B Class))	1x12=12		17,112/-	2,05,344/-
		BSR, G.B. Nagar, Muzaffarnagar (C Class)	3x12=36		14,195/-	5,11,020/-
	Total Amount					41,63,304/-
Rate Quoted in % Below/At Par/Above			To be filled in separate excel sheet as per Clause			

The tenderer shall indicate his administrative Charges (including PF & ESI employers contribution\*) in % age above, on overall cost (Rs. 41,63,304/-As per schedule), both in Figures and Words in Para below.

**Note :** \* The PF & ESI employers contribution will be deposited by the tenderer and same will reimbursed on submission of proof of receipt wherever applicable. The PF & ESI employees & employers contribution wherever applicable, is included in the rates as indicated in schedule of quantities.

**In Figures ..... Above**

**In Words ..... Above**

**Note: -**

1. The Tenderer/Bidder is required to quote the overall single percentage rate above/at par/or below inclusive of PF and ESI employers contribution.
2. The Tenderer/Bidder quoting the rates for individual items will be disqualified.
3. The Tenderer/Bidder is required to quote the rate in both words and figures.
4. In case of discrepancy, rate quoted in words shall prevail.
5. Rate mentioned in Schedule is gross rate to be paid to manpower of different categories. (Inclusive PF and ESI of employers & employee contribution) except of item No.1 of **Schedule**.
6. Wages to be revised as per notification/order by Ministry of Labour & Employment & Corporate Office DFCCIL/New Delhi
7. DFCCIL reserve the right to operate additional posts if any of the schedule item as & when required within variation limit.
8. Retired revenue officer of item No.1 of **Schedule** to be net amount paid Rs. 19200/-(No deduction ESIC & EPF of employee and employer share).
9. PF & ESI of employers contribution is being paid to contractor with original bill because of CTC is inclusive of PF & ESI of employer contribution, than original receipts of PF & ESI of employer & employee contribution should be submitted to DFCCIL office within 20 days of payment of original bill or due date of payment of PF & ESI as per prevailing labour Law's, whichever is earlier. The contractor will submit the proof of having deposited the entire due amount for EPF & ESI along with next bill.
10. Default in payment of PF & ESI to the Statutory Authorities or submission of proof to DFCCIL office as per above clause 9, than contractor is liable for penalty of Rs. 500/- per employee per month for default period till the date of submission of proof to DFCCIL office in addition to penalties mentioned in the labor Law's,.

Signature of Tenderer (seal & signature of Tenderer)



**Appendix- I**

**FORWARDING LETTER BY TENDERER FOR ACCEPTANCE OF TENDER CONDITIONS**  
**(UNCONDITIONALLY)**

To,  
Chief Project Manager  
DFCCIL, MEERUT

**Tender No.:** "CPM/MTC/Manpower/CA/2018-19/OT"

**Name of work:** Rendering Services of revenue officers and office supporting staffs for Special land Acquisition officer in District of Saharanpur, Muzaffarnagar, Meerut, Bulandshahar, Gaziabad/Hapur and G.B. Nagar in jurisdiction of CPM/MTC, Dedicated Freight Corridor Corporation of India Limited.

1. I/We..... have read the various conditions of tender attached hereto and hereby I/We agree to atendere by the said conditions. I/we also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our 'Earnest Money'. I/We offer to do the work as set out in the Tender Document. I/We also agree to atendere by the General condition of the contract and to carry out the work according to special conditions as laid down by the DFCCIL Administration for the execution of present contract.
2. I/We are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.
3. A sum of Rs.83, 267/- (Rupees Eighty Three Thousand Two Hundred Sixty Seven only)has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies in case my /our tender is accepted and if:-
  - (i) I/We do not execute the contract agreement within **07 days** after receipt of notice issued by the DFCCIL Administration that such documents are ready.  
And
  - (ii) I/We do not commence the work within **15 days** after receipt of orders to that effect.
4. I/We am/are a micro/small/medium enterprise registered from ----- (body approved by Ministry of MSME) with registration No. ----- and Terminal validity up to ----- for similar service contract and exempt from submission of Tender Document cost and EMD (Certificate of Registration enclosed).
5. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Witness

Signature of Tenderer(s)

Tenderer/s address:

Place: .....

Date: .....

**Format of Bank Guarantee for Performance Security**

**Dated:.....**

**Bank Guarantee No.:.....**

**Chief Project Manager,  
Dedicated Freight Corridor Corporation of India  
Limited 3rd Floor, Shri Bala Jee Commercial  
Complex, Plot No. C-2, Pocket-B, Sector-1, Ved  
Vyasपुरi, By Pass NH-58, Meerut-250002**

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

This deed of Guaranty made this day of..... between ..... (name of Bank) having registered office at..... and branch office at..... (hereinafter referred to as "Bank") of the one part and

Dedicated Freight Corridor Corporation of India Limited (hereinafter called the Employer) of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no..... for construction of.....( hereinafter called "the Contract")

To M/s .....its ..... registered ..... office at.....  
(hereinafter called "the Contractor").

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

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

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

liability under this guarantee shall be restricted to an amount not exceeding Rs.....(in words) only.

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

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

.....  
..... We.....

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

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we.....(name of bank) unconditionally undertakes to renew this

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

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

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

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

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

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

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. (in words).
- ii) This Bank Guarantee shall be valid up to, unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before

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

Bank Seal

Signature of Bank Authorize Official with  
seal Name: .....

Designation:  
Address:

Witness:

1..... Name:

Designation:

Address:

2..... Nam

e:Designation:

**Appendix- III****(Guarantee-Bond offered by-Banks to DFCCIL in connection with the execution of Contracts) (SD)****GUARANTEE BOND FORMAT****(To be used by approved Schedule Banks)**

1. In consideration of the Employer DFCCIL (hereinafter called "The Employer") having agreed to exempt.....(hereinafter called "The said Contractor(s)") from the demand, under the terms and conditions of an Agreement no.....dated.....made between..... and..... for (hereinafter called the "The said Agreement") of security deposit for the due fulfillments by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees.....only), we, .....(indicate the name of the bank) (hereinafter referred to as "The Bank") at the request of contractor(s) do hereby undertake to pay to the Employer an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

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

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

4. We.....(indicate the name of Bank)

further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... the Employer/DFCCIL certify that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim

under this Guarantee is made on us in writing on or before the....., we shall be discharged from all liability under this Guarantee thereafter.

5. At any time during the period in which this guarantee isN/alid the Employer may request for its extension and the Bank will extend this guarantee under the same condition for the required time at the cost of the Contractor.

6. We..... (indicate the name of Bank) further agree with the DFCC that the DFCC shall have the fullest liberty without our consent and without affecting, in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time-to-time any of the powers exercisable by the DFCCIL against the said Contractor(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the DFCCIL or any indulgence by the DFCC1L to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/Supplier(s).

8. We.....(indicate the name of Bank) lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the DFCCIL in writing.

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

Bank Seal

Signature of Bank Authorize Official with seal

Name: .....

Designation:.....

Address:.....

Witness:

1. Name: .....

Designation:

Address:

2. Name: .....

Designation:

Address:

**Appendix –IV****Brief Details of the Tenderer**

1. Name of the agency and address : .....  
.....  
.....
2. Person to be contacted : .....
3. Designation : .....
4. Telephone Nos. (office ) : .....
5. Mobile No. : .....
6. Fax Nos. : .....
7. Category of Firm: Whether Partnership /  
Ltd. Co./Sole or proprietorship , etc. : .....
8. Particulars of Bank Account : .....  
(Bank Account details required for release of EMD through NEFT/RTGS)
- A. Name of the Bank : .....
- B. Name of the Branch : .....
- C. Address : .....
- D. Telephone No : .....
- E. Type of the account (S.B, Current or  
Cash Credit) with IFSC & MICRcode : .....
- G. Account number (as appearing  
on the cheque book) : .....  
(In lieu of the bank certificate to be obtained as under, please attach a bank cancelled cheque or  
photocopy of a cheque or front page of your bank passbook issued by your bank for verification of  
the above particulars.)

Note: Above information shall be precise with full details.  
It is certified that information given above is true to the best of my knowledge and nothing has been  
hidden/misrepresented.

**Sign. of Tenderer(s)**

**Appendix –V**

Specimen format for Experience /Completion Certificate by Govt./Semi Govt./Public Sector undertaking/Autonomous bodies / Municipal bodies for work directly awarded by them

**On the Letter-head of the Department/Organization Issuing the Certificate duly indicating the Postal address, Phone Number, Email ID, Fax Number**

**Letter No.****Dated:**

Details of the work executed by M/s. ....are as under:-

S.No.	Item	Detail
1	Name of work	
2	Contract Agreement (C/A) No and date	
3	Name of Firm (Contractor) with Address	
4	Type of services provided	
5	Date of Award of Contract	
6	Has the work been completed satisfactorily in all respect as per contract Agreement	Yes/No
7	Actual date of completion of work : (if contract has been completed)	
8	Awarded original value of the contract Agreement	
9	Final value of the Contract as completed (if final bill paid)	
10	Contractual payment made to the agency (till the date of closing of present tender).	
	Payment for FY 2015-16	
	Payment for FY 2016-17	
	Payment for FY 2017-18	
	Payment for FY 2018-19 (upto date of closing of tender)	
11	Performance of the contractor	Satisfactory/Unsatisfactory (Provide details if unsatisfactory)

I hereby certify that the above-mentioned work has been physically completed/ is ongoing (strike out whichever is not applicable) as per contract Agreement. Performance of the contractor while executing the work had been satisfactory.

Signature

Name &amp; Designation of officer

Telephone &amp; Mobile number of the officer

Email Id of the officer

Office Address of the officer

Seal/Stamp of officer.



*Note:-* (i) In case of more than one work, separate certificates should be provided for each work)

(ii) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action penal action as per extant guidelines/Law of the land.

(i) Copy of the certificate duly attested shall be submitted along with E-Tender.

Payment made as indicated in the above certificate will be considered as value of completed work for purpose of determining the eligibility criteria as stipulated under the General Conditions of Contract.

**Appendix – VI**

**Performa for Affidavit (*Blacklist / Debar*)  
(on non- judicial stamp paper)**

I \_\_\_\_\_ Proprietor/Director/Partner of the  
firm M/s \_\_\_\_\_ do hereby solemnly  
affirm that the status of the firm  
M/s \_\_\_\_\_ is not  
blacklisted/debarred by any Central or State Government or Public Sector Unit in India as on the  
date of submission of the tender.

**Signature of Proprietor/Director/Partner**

**Appendix – VII****Enterprise wide IT system to be used by Contractors**

DFCCIL is in the process of implementing an Enterprise wide IT system. In view of ERP package SAP being implemented in DFCCIL, Contractor must provide the following data to DFCCIL Head Office / CPM Offices in the Microsoft Excel Templates / Format released by DFCCIL Head Office / CPM Offices.

As part of scope of work the Contractor will ensure the following:

- Ensure that required data of the Contracts Work Program and Physical progress of the activities defined in the Works Program must be provided in the templates defined by DFCCIL to be, uploaded in the system using software defined by DFCCIL.
- Work Program, Revised Works Program and Revision in Planned Work in • the Activities, would also be uploaded in the system using software defined by DFCCIL through templates provided by it.
- In order that the Works Program Data provided by the Contractor could be uploaded as it is in the system, Contractor must adhere to the following conditions regarding the length of the Codes / Numbers defined in their' Project Management Tool (e.g. Primavera or Microsoft) for the Project Structure Elements :
  - a) Project ID / WBS Element Codes / Numbers must be unique and must not exceed a maximum length of **20 Characters** (Alpha Numeric).
  - b) Activity IDs / Numbers must not exceed a maximum length of **4 Characters** (Alpha Numeric).
- Upload of drawings and designs created by Contractor as per the classification using document management system of SAP.
- Online measurement book entry (Record of Works) and all bills along with supporting documents as per the screens defined by DFCCIL.
- Asset details needs to be updated in the system in format prescribed by DFCCIL.
- GIS (Geographical Information system) application will use Autodesk suite (MAP 3D as desktop GIS & AIMS for WEB GIS) and Oracle 11g/spatial as a central repository. Information about the assets details (i.e. alignment drawing coordinates and attributes) will be provided by the contractors. Network asset details in the form of maps, reports will be available to all the authorized users through web as soon as the asset details are submitted by the contractors and imported in the system.
- Geo-referencing of alignment on WGS-84 coordinates.
- Capture and upload of geo-referencing coordinates of the assets in to GIS.  
Contractor need to feed/provide the data in the IT system as per mechanism and method devised by DFCCIL. For putting data into system Contractor needs to make arrangement of connectivity, if required and also needs to bear the cost of any licensees required for the Contractor to access the DFCCIL IT system.

In case interoperability is required for movement of information and data in a seamless manner between contractor/PMC IT system and that being developed by DFCCIL, it will be the responsibility of the Contractor/ PMC to ensure the same.

**FORM OF AGREEMENT**

(To be executed on requisite value of stamp papers)

**AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between DFCCIL, Through \_\_\_\_\_ (hereinafter called "the Employer / Engineer") of the one part and \_\_\_\_\_ (name and address of the Contractor)(hereinafter called "the Contractor") of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:-

In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

1. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- a) Letter of Acceptance of quotation
- b) Forwarding letter by the quotationers/ tenderers
- c) Letter for invitation of quotation/ tenders
- d) Instructions to the quotationers
- e) General Conditions of the Contract
- f) Special Conditions of the Contract and Specifications
- g) Schedule of Quantities

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants' with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenant to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the authorised signatory)

(Name, Designation and address of the authorised signatory)

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

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

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.

# **End of Document**