



E-Tender No. MUM/N/EN/DTEPA-Toilet Block

For

NAME OF WORK: - Construction of Toilet Blocks in 16 Villages of Dahanu Taluka as per the DTEPA orders.

(PARTICIPATION THROUGH E-TENDER ONLY)

E-tendering site- www.tenderwizard.com/DFCCIL

Help: Please contact Tender wizard helpdesk at 011-49424365

TENDER DOCUMENT
July, 2018

Employer:
CHIEF PROJECT MANAGER/NORTH/MUMBAI
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(AGOVERNMENT OF INDIA ENTERPRISE)
Under
MINISTRYOF RAILWAYS

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CHECK LIST

CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE SUBMITTING THEIR TENDERS ONLINE.	
1.	Details of Similar works completed in last three year.
2.	Details of on-going works.
3.	Annual Turnover for the last three years with supporting document.
4.	Registration of Company in case of company.
5.	Partnership Deed/Memorandum and Articles of Association of the firm or company.
6.	Registration under Labour Law (As applicable).
7.	GST Registration Certificate.
8.	Earnest Money Deposit confirming to Para 3 of General Conditions of Contract (Statutory document). The original EMD should be submitted to DFCCIL/Mumbai Office on/or before Opening date & Time.
9.	Cost of Tender documents (D.D. in favour of DFCCIL payable at Mumbai) The original document should be submitted to DFCCIL/Mumbai Office on/or before Opening date & Time.
10.	Attorney of the person signing the tender documents.
11.	Financial Bid (Microsoft Excel file) to be filled, saved and submitted along with forwarding letter and 'Bidder's General Information' (Annexure-A) with Digital signature.

Note:

- (i) Sr.No.1-10, the original documents should be scanned and uploaded in 'Document Library'.
- (ii) Sr.No.11, only the downloaded 'Financial Bid' file should be uploaded after filling and saving. Do not upload scanned copy of 'Financial Bid' in 'Document Library'.

DFCCIL
Engineering Department
TENDER DOCUMENT

Tender No.	:	MUM/N/EN/DTEPA-Toilet Block
Name of work	:	Construction of Toilet Blocks in 16 Villages of Dahanu Taluka as per the DTEPA orders.
Approximate Cost	:	₹ 40,61,471/-
Cost of Tender	:	₹ 3,000 + 18% GST (Total ₹ 3,540/-)
Submission of EMD	:	₹ 81,230/-
Completion period	:	06 months
Validity of Offer	:	90 days from date of opening of Tender.
Last Date & Time of submission	:	31/08/2018 till 15.00 hrs.
Date of Opening	:	10/09/2018 at 15.00 hrs.

NOTICE OF INVITING E-TENDER

Tender No	MUM/N/EN/DTEPA-Toilet Block Dated-31/07/2018
Name of work	Construction of Toilet Blocks in 16 Villages of Dahanu Taluka as per the DTEPA orders.
Type of Tender	Open Tender.
Type of Contract	Works Contract.
Estimated Cost of Work	₹ 40,61,471/- (Rs. Forty Lakh Sixty-One Thousand Four Hundred Seventy-One Only).
Completion Period	06 (Six) months.
Earnest Money Deposit	₹ 81,230/- (Rs. Eighty-One Thousand Two Hundred Thirty Only.)
Cost of Tender Document	₹ 3,000 + 18% GST (Total ₹ 3,540/-) To be paid by D.D./Banker's Cheque in favour of DFCCIL payable at Mumbai.
Tender Processing Fee	₹ 4793/- (inclusive of GST) (non-refundable) through e-payment while uploading of tender.
Performance Guarantee	5% of the Contract Value.
Security Deposit	In addition to performance guarantee, the agency will have to deposit 5% security deposit to be deducted @ 10% of Running on account bill.
Validity of the offer	90 days from the date of opening of tender.
Officer:	Chief Project Manager (North), Dedicated Freight Corridor Corporation of India Ltd., Mumbai.
E-Tendering Web site Address:	www.tenderwizard.com/DFCCIL For any help in connection with e-tendering please contact at tenderwizard.com helpdesk no. 011- 49424365 or cell no. 7738875559/7666563870/ 7276698860
DATE & TIME SCHEDULE	
Date of Uploading of NIT & Other Documents (Online Publishing date)	31/07/2018 at 11.00 Hrs.
Documents download/Sell start date (Online)	01/08/2018 at 11.00 Hrs.
Document download/Sell end date (Online)	31/08/2018 up to 15.00 Hrs.
Bid submission Start date (online)	01/08/2018 at 11.00 Hrs.
Bid submission Last date (Online)	31/08/2018 up to 15.00 Hrs.
Last date of submission of originals of statutory documents i.e. EMD & Tender Document Charge	07/09/2018 up to 15.00 Hrs.
Bid Opening date & Time (online)	10/09/2018 at 15.00 Hrs.

Forwarding letter by Tenderer

To,
Chief Project Manager (North),
DFCCIL, Mumbai.

Tender No. : MUM/N/EN/DTEPA-Toilet Block

Name of the work: Construction of Toilet Blocks in 16 Villages of Dahanu Taluka as per the DTEPA orders.

1. I /We
..... have read the various conditions of tender attached hereto I/We agree to abide 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 ad set out in the Bid Document. I/We also agree to abide 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. A Sum of Rs..... /- (Rs only) has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
 - (i) I/we do not execute the contract agreement within **07 days** from the date of issue of letter by the DFCCIL Administration that such documents are ready.
 - OR
 - (ii) I/We do not commence the work within **15 days** after receipt of orders to that effect.
3. 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:

Dedicated Freight Corridor Corporation of India Limited

(A Govt. of India PSU under Ministry of Railways)

(7th Floor, New Administrative Building, D. N. Road, Mumbai – 400001)**Section-1****Invitation for Bids (IFB)**

M/s

1. The Chief Project Manager/North/Mumbai, DFCCIL, 7th Floor, Central Railway New Administrative Building, D.N. Road, Mumbai, Maharashtra invites E-tenders in single packet system on prescribed forms from firms/companies meeting qualifying requirements and have requisite experience and financial capacity for the following work.

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Security Deposit	In additional to performance guarantee, the agency will have to deposit 5% security deposit to be deducted @ 10% of Running on account bill.
Validity of the offer	90 days from the date of opening of tender.
Officer:	Chief Project Manager (North), Dedicated Freight Corridor Corporation of India Ltd., Mumbai.
E-Tendering Web site Address:	www.tenderwizard.com/DFCCIL For any help in connection with e-tendering please contact at tenderwizard.com helpdesk no. 011- 49424365 or cell no. 7738875559/7666563870/ 7276698860
DATE & TIME SCHEDULE	
Date of Uploading of NIT & Other Documents (Online Publishing date)	31/07/2018 at 11.00 Hrs.

Documents download/Sell start date (Online)	01/08/2018 at 11.00 Hrs.
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2. Eligibility Criteria:

Eligibility criteria of applicant shall be assessed as per Clause-3 of section-4, 'Special Conditions of the Contract' of Tender Document.

- 3.** The Tender document can be downloaded from DFCCIL"s website www.dfccil.gov.in, www.tenderwizard.com/DFCCIL and Central Procurement Portal, eprocure.gov.in.
- 4.** DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on DFCCIL"s website at least three days in advance of date fixed for opening of tenders. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them.
- 5.** The tender documents should be submitted through online mode in website www.tenderwizard.com/DFCCIL only. The offer submitted other than online will not be accepted. Please refer Para-1.1, 'Procedure for submission of E-tender' of 'Instructions To Bidder' (ITB), Section-2 for clarification.
- 6.** To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password to login www.tenderwizard.com/DFCCIL, which has to be obtained by submitting an annual registration charges of INR 2000/- + GST to M/s ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid. Already registered vendors with M/s. Indian Telephone Industries (ITI) need not pay registration charges. For further details please refer Para-1.1, 'Procedure for submission of E-tender' of 'Instructions To Bidder' (ITB), Section-2 for clarification.
- 7.** E-Tenders shall be opened online at the address given below at the time and date given in NIT in the presence of the tenderers or their authorized representatives intending to attend the opening.

Address of Office of the Chief Project Manager/North/Mumbai (for submission & opening of tenders):

Chief Project Manager/North/Mumbai, DFCCIL, 7th Floor, Central Railway New Administrative Building, Mumbai-400001, Maharashtra.

- 8.** Tender shall be submitted as per “Instructions to Bidders (ITB)” forming a part of the tender document.
- 9.** Any tender received without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.
- 10.** DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL’s assessment of suitability as per eligibility criteria shall be final and binding.
- 11.** Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
- 12.** DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 10.0 of Notice Inviting Tender.

We look forward for your active participation.

For & on behalf of DFCCIL
Chief Project Manager/North
DFCCIL, Mumbai

Section -2

Instructions to Bidders (ITB)

- 1. General:** All bidders must note that this being E-tender, bids received only through E-tendering portal shall be considered as an offer. Any bid received in paper form will not be opened and shall be summarily rejected.

Further, Following instructions should be noted by bidders

1.1 Procedure for submission of E-tender:

1.1.1 Bid Document obtaining process:

The Bidder who wish to view free Notification and tender documents can visit DFCCIL's website www.dfccil.gov.in OR www.tenderwizard.com/DFCCIL OR Central Procurement Portal eprocure.gov.in.

Interested bidders who wish to participate should visit website www.tenderwizard.com/DFCCIL, which is the ONLY website for bidding their offer. Further the procedure is as follows:

- Register yourself with M/s. Indian Telephone Industries (ITI) for obtaining Login ID and Password (after paying necessary charges). This is one time annual payment and applicable for bidding other tenders also.
- Obtain Class-III Digital Signature Certificate from ITI or any other digital signature issuing authority. In case bidder wish to obtain the digital signature certificate from ITI, they may contact Mobile numbers 7738875539/7666563870/ 7276698860.
- Using the login ID, password and digital signature enter the tender portal to purchase the tender document.
- The tender document charge has to be paid though DD/FDR drawing in favour of Dedicated Freight Corridor Corporation of India Limited payable at Mumbai and payment details to be filled in website.
- Pay processing fees through e-payment. This payment can be done only through e-payment gateway of ITI.
- With the payment of processing fee, the bidder can download the 'financial bid' (Microsoft Excel file 'Financialbid.xls') by clicking the link "Show Form".

1.1.2 Bid submission process:

- Before quoting the rate and uploading the 'Financial Bid' along with 'Tender Forwarding Letter', bidders are advised to upload scanned copies of the following supporting document (please refer Check list) in 'document library'. The list is indicative and not extensive.

- i. Payment document of 'Tender Document Charge' (Statutory document).
 - ii. EMD Document confirming to Para 3 of General Conditions of Contract (Statutory document).
 - iii. Supporting Documents for Eligibility Criteria as per Para-3 of 'Special Conditions of Contract & Specification', Section-4
 - iv. GST Registration Certificate.
 - v. Partnership deed/Memorandum and Articles of Association of the firm or company, if applicable.
 - vi. Power of attorney of the person signing the tender document or photocopy duly attested by Notary Public.
 - vii. Any other supporting document as required.
- After uploading above documents, bidder should quote their rates in the downloaded 'Financial Bid' file and save the file. After saving, the bidder can upload the filled file. The name of the downloaded 'Financial Bid' ('Financialbid.xls') file should not be changed.
 - The Bidder should submit the original EMD, Tender Document Fees in Chief Project Manager/North/Mumbai's Office on/or before closing time and date of tender. Failure of the same the offer of the bidder is liable to be rejected.
 - Tenderer should submit the originals of statutory document in Chief Project Manager/North/Mumbai's Office up to **15.00 hrs. on 07/09/2018**. Documents other than statutory document should be submitted in Chief Project Manager/North/Mumbai's Office within 7 days from opening. The bid is liable to be rejected in case of failure to submit the documents on time.
- 1.2 Cost of biddings:** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.3 Language of Bid:** The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English.
- 1.4 Currencies of Bid and Payment:** The Bidder shall quote the unit rates and the prices entirely in the Indian Rupees.
- 1.5 Period of Validity of Bids:** Bids shall be valid for be signed by a person of 90 days from the date of opening of the tender. A bid value for a shortage period shall be rejected by the employer as non-responsive.
- 1.6 Format and Signing of Bid:** Bid document shall be signed by a person duly authorised to sign on behalf of the Bidder. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.
- 1.7 Signing of Contract:** The successful bidder, whose tender has been accepted by the competent authority of DFFCIL, will be informed by the employer through a

letter of acceptance. In response the successful bidder should sign the contract agreement (Annexure-III) within Fifteen days from the date of issue of acceptance letter.

- 1.8 Corrupt Practices:** The Employer require that bidders, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts.
- 1.9** Tenderer may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. In addition, the EMD of such tenderer shall be forfeited. The decision of Employer in this respect shall be final and binding.
- 1.10** The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tenders in which bidder has participated and EMD of all such tenderers shall stand forfeited.
- 2.** The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding document. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding document in every respect will be at the bidders risk and may result in rejection of hid bid.
- 3. Understanding and Amendments of Tender Documents:**
 - 3.1** The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
 - 3.2** The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.
 - 3.3** At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.
 - 3.4** Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

4. Signing of All Bid Papers and completing Financial Bid:

This tender being E-tender, the digital signature obtained from approved Controller of Certificate Authorities (CCA) shall only be considered as authentic. The process of obtaining digital signature has been specified at Para-1 of ITB.

5. Deviations: The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be indicated in his forwarding letter along with the tender.

6. Earnest Money Deposit: The tenderer must furnish the Earnest Money as specified in the Tender Document for the work. The procedure for depositing the EMD and submission of relevant documents has been prescribed in ITB para 1.1.2.

6.1 No interest shall be allowed on Earnest Money Deposit.

6.2 Forfeiture of Earnest Money:

6.2.1 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified in the "Appendix to Tender" or extended validity period as agreed to in writing by the tenderer.

6.2.2 The Earnest Money of the successful tenderer is liable to be forfeited if he fails to:

- i) Sign the Contract Agreement in accordance with the terms of the tender, or
- ii) Furnish Performance Guarantee in accordance with the terms of the tender, or
- iii) Commence the work within the time period stipulated in the tender.

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

6.3 Return of Earnest Money:

6.3.1 The Earnest Money of the unsuccessful tenderers shall be discharged and returned as promptly as possible.

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

- i) The Earnest Money Deposit (EMD) shall be retained towards Security Deposit and further deduction of Security Deposit from the bills shall commence after adjusting this EMD amount.

7. Deadline for submission of tender:

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

7.2 Tenderer should submit the original EMD, Tender Document Fees and Tender Documents (excluding Financial Bid) along with supporting documents in Chief Project Manager/North/Mumbai's Office on/or before closing of tender. The online offer of those who fails to submit above original documents before closing of tender is liable to be rejected.

7.3 Bidder can anytime change quoted rates before date & time of closing of tender.

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

9 Opening of the tender

9.1 Tenders will be opened online at the address mentioned in "Notice Inviting Tender" in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders.

9.2 Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.

10 Preliminary examination of bids

10.1 The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

10.2 Clarification of the tenders:

To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

10.3 Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.

10.4 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:

i) That affects in any substantial way the scope, quality or performance of the contract.

- ii) That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or
- iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

10.5 If a bid is not substantially responsive, it shall be rejected by the Employer.

10.6 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

11 Evaluation and comparison of tenders

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

11.2 The Employer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

12 Canvassing

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

13. Right to accept any tender or reject all tenders:

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

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

15. Award of Contract

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

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

16. Security Deposits (SD):

The Security Deposit will be equal to 5 % of the value of the contract. Security Deposit shall be deducted at the rate of 10% from each of the bill of the contractor till the realization of full amount of Security Deposit as per contract after adjusting the EMD.

17 Anti-Profoteering Declaration:

At the time of entering contract agreement the Contractor has to submit the Anti Profoteering Declaration as per Annexure-IV.

18 Help desk for E-Tendering

18.1 For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/DFCCIL, please contact at tenderwizard.com helpdesk no. 011- 49424365 or cell no. 7738875559/7666563870/7276698860.

18.2 Bidder manual & system requirement is available on web site www.tenderwizard.com/DFCCIL for necessary help.

Section 3

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract will form an integral part of the Bid and contract, which is enclosed along with the tender documents.

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. The tenders must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

1.1 **DEFINITIONS**

Unless excluded by or repugnant to the context.

- a) The expression employer / DFCCIL as used in the tender papers shall mean the Dedicated Freight corridor Corporation of India Ltd.
- b) The expression Corporation as used in the tender paper means Dedicated Freight corridor Corporation of India Ltd.
- c) The expression “Department” as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.
- d) “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.
- e) Engineer/ “Engineer-in-charge” of the work shall mean the ‘Representative’ appointed by DFCCIL.
- f) 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.
- g) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- h) 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 annexure mentioned therein including any Special conditions, specifications, designs, drawings, priced schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with all its accompaniment and those later incorporated in it by internal consent.
- i) The “Contractor/ 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.

- j) The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.
- k) 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.
- l) A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- m) A “month” shall mean a calendar month.
- n) A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- o) “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) was (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.
- p) “Temporary works” shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- q) “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.
- r) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.

1.2 SUBMISSION OF BIDS

- a) In case Tender opening date is declared as holiday, the tender will be opened on next working day at 15:00 hrs.
- b) All bids shall be submitted in accordance with the instruction contained in these documents (hereinafter called as tender documents). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- c) The bid submitted / received after the time and date fixed for receipt of Bids as set out in the documents are liable to be rejected.

Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case

tenderer/s still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. Employer will not take cognizance of any other conditions / variations from the tender stipulations mentioned at any other place in the tender documents.

1.3 **PRICE VARIATION / REVISION**

No price variation shall be applicable in this contract.

2. **Mobilization Advance: - Not applicable**

3. **EARNEST MONEY DEPOSIT**

The tenderer has to submit Earnest Money Deposit of ₹ 81,230/- (Rs. Eighty-One Thousand Two Hundred Thirty Only) along-with the Tender Documents as specified in 'Instructions to Bidders (ITB)'. *The earnest money submitted should be Deposit Receipt / Pay Order / Demand Draft drawn in favour of DFCCIL, Mumbai issued by State Bank of India or any Nationalized Bank or Scheduled bank. Tender unaccompanied with the requisite earnest money or issued in any other form other than those mentioned above are summarily rejected. Small Scale Industries registered with National Small Scale Industries Corporation are exempted from depositing Earnest Money. The exemption of NSIC, units is however, subject to the monetary limit shown in the certificate and their being registered for the item tendered for. The EMD of unsuccessful tenderers shall be discharged /returned without interest as promptly as possible.*

The EMD may be forfeited:

- (i) If the tenderer withdraws his offer during the validity period of the offer.
- (ii) If, the tenderer does not accept the correction of his offer price.
- (iii) In the case of successful tenderer, if he fails, within the specified time limit to furnish the required performance guarantee or Sign the Agreement.

4. **SECURITY DEPOSIT: -**

4.1 The Earnest Money deposited by the Contractor with his tender will be retained by DFCCIL as part of security for the due and faithful fulfilment of the contract by the contractor. The balance to make up the Security Deposit, the rates for which are given below, may be deposited by the Contractor in cash or may 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 amount so retained may not exceed 10% of the total value of the contract. Small Scale Industries registered with National Small Industries Corporation Limited (NSIC) are given benefit of "Waiver of Security Deposit to the Monetary Limit for which the unit is registered.

4.2 **RECOVERY OF SECURITY DEPOSIT:**

Unless otherwise specified in the Special Conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under:

- (a) Security Deposit for each work should be 5% of the contract value,

- (b) The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered,
- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after the expiry of the maintenance period of 120 days in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. The Competent Authority shall not be lower than Dy. CPM/ACPM (concerned with the work). The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.

Note:

- (i) After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (ii) In case of contracts of value Rs. 50 Crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

4.3 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

5. PERFORMANCE GUARANTEE:

The procedure for obtaining Performance Guarantee is outlined below:

5.1 The successful bidder shall have to submit a Performance Guarantee (PG) amounting to 5% of the Contract value 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 up to 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% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

5.2 The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Government Securities including State Loan Bonds at 5% below the market value;

- (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (vi) A Deposit in the Post Office Saving Bank;
- (vii) A Deposit in the National Savings Certificates;
- (viii) Twelve years National Defence Certificates;
- (ix) Ten years Defence Deposits;
- (x) National Defence Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour DFCCIL (free from any encumbrance) may be accepted.

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

5.4 The value of PG to be submitted by the, contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.

5.5 The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.

5.6 Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

5.7 The Officer In-charge of DFCCIL 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:

5.7.1 Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Officer In-charge of DFCCIL may claim the full amount of the Performance Guarantee.

5.7.2 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 notice to this effect by Officer In-Charge of DFCCIL, may result in the Contract being determined or rescinded under provision of the GCC and the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

5.7.3 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 President of India.

6.0 Variations In Quantities During Execution Of Works Contracts: - The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

- (a) Operation of an item by more than 125% of the agreement quantity needs the approval of DFCCIL;
 - (i) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
- (c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor.

3. In cases where decrease is involved during execution of contract:

- (a) The contract signing authority can decrease the items up to 25% of individual item.

- (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of competent authority, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - (c) It should be certified that the work proposed to be reduced will not be required in the same work.
- 4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
- 5. No such quantity variation limit shall apply for foundation items.
- 6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
- 7. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per schedule of power of DFCCIL as per single tender should be obtained.

Note: Variation to be approved should be limited so as not to completely change the scope, character and purpose of the original contract.

7.0 ELIGIBILITY CRITERIA

7.1 THE TENDERER(S) SHOULD SATISFY THE MINIMUM Eligibility Criteria as laid down in the tender document and in support of eligibility criteria, the Tenderer(s) should have to submit documents as stipulated below along with their tenders.

7.2 The Minimum Eligibility Criteria is as per Clause 3, of Section-4, “Special Condition of this contract” of Tender Documents.

Tenderer(s) shall submit along with the tender, adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Tender notice & Tender conditions.

7.4 In case the Tenderer(s) do not submit any proof for meeting with the eligibility criteria as laid down above in the Tender notice & Tender conditions, along with the tender, the offer shall be considered as in-complete.

7.5 All photo copies should be enclosed with the tender form duly attested.

7.6 Certificates from Private individuals for whom such works are executed/being executed will not be accepted. The 'Organizations' other than 'Private Individuals' from whom certificates can be considered for evaluation for eligibility criteria, are as follows.

- a) The work executed with Central and State Govt., Semi Govt. Organization / Authorities / PSUs and Govt. of India understanding shall only be considered to qualify the eligibility criteria. The certificate from Public Limited companies and private individuals for whom such work are executed shall not be accepted.

8. SUPERVISION AND SUPERINTENDENCE

8.1 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 construction. 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 & variation orders as the Engineer may issue during the progress of the works.

The Contractor shall carryout the work in such a way that minimum inconvenience is caused to the office working of DFCCIL.

9. 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 Sub-contractors shall ensure safety at all times. The contractor shall comply with the instructions issued by the Railway / 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.

10. 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.

11. LAWS AND REGULATIONS:

a. Governing Law:

The contract documents shall be governed by the laws and by-laws of India.

b. 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.

12. SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT

Contractor's Responsibility for Safety:-

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.

13. 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.

14. GST

GST as applicable from time to time on taxable value of each running account bill shall be paid by DFCCIL.

15. 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 taxes and duties except GST tax. GST will be paid by DFCCIL as per prevailing rate.

The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs

16. STATUTORY INCREASE IN DUTIES, TAXES ETC

Tenderers will examine the various provisions of the Central Goods and Service Tax Act, 2017 (CGST)/ Integrated Goods and Service Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective state's State Goods

and Service Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable tax before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies as mentioned in 1.6.7 above.

Further DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. except GST At the time of quoting/bidding contractor should bear the above fact in mind.

The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

17. DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES

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.

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.

17.1 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.

17.2 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 referred to in Clause 21.0 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.

17.3 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.

17.4 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.

17.5 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.

Time shall 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.

18. TERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT

18.1 Conditions leading to termination 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.

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 adopt the following course

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 technical staff at site.

18.2 Entitlement of Employer / Engineer

In cases described in sub-clause 18.1 (ii) above, the Employer / Engineer shall be entitled to:

- a. Forfeit the whole or such portion of the Performance Security amount, as he may deem fit, and
- b. Recover from the Firm/Contractor the cost of carrying out the balance work in excess of the sum, which he would have been paid, according to the certificate of the Engineer, if the works had been carried out and completed by the Firm/Contractor under the terms of the contract. Such certificate shall be final and binding upon the Firm/Contractor. The amount to be recovered may be deducted by the Employer / Engineer from any other moneys due to the Firm/Contractor alone or jointly under this or any other contract.

19. 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.

20. 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 / damaging any such article and shall immediately upon discovery thereof and before removal acquaint the Engineer of such discovery and carry out Engineer's order, at own expenses, the disposal of the same.

21. 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 C.G. Government applicable for Project Sites. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare PF & EI.

22. 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 project 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.

23. 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:

23.1. 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.

23.2 Conciliation/Arbitration

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

23.2.2 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, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

- 23.2.3 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.
- 23.2.4 In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the 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.
- 23.2.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 23.2.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 23.2.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 23.2.8 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.

23.3 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 clauses 23.1 and 23.2.

23.4 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 and payments to the Contractor shall continue to be made in terms of the contract.

23.5 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.

23.6 Exception

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

23.7 Jurisdiction of Courts: Jurisdiction of courts for dispute resolution shall be Mumbai only.

Section 4

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

1. INTRODUCTION:

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

2. Detailed Scope of Work

On behalf of President of India, Chief Project Manager herein after referred to as 'DFCCIL' is inviting sealed tenders from Firms / Companies / Joint Ventures having requisite experience and financial capacity for execution of the following work:

Construction of Toilet Blocks in 16 Villages of Dahanu Taluka as per the DTEPA orders.

Toilet Blocks are to be constructed in villages of Vangaon, Kapshi, Aasangaon, Pale, Aagwan, Sarawli, Patilpada, Manfod, Junnarpada, Nandare, Dahanu, Kasara, Waki, Ambewadi, Chikhale & Gholwad of Dahanu Taluka as per the plan approved by Dahanu Taluka Environmental Protection Authority (DTEPA).

3. Eligibility Criteria of Tenderer:

- 3.1 The minimum eligibility criteria for tenders costing above Rs.50 lakhs shall be as under:
- (a) Tenderers should have physically completed at least one work of similar nature, within qualifying period i.e. the last three financial years and current financial year, for a minimum value of 35% of advertised tender value of work and total contract value amount received during the last three years as per current ITCC, should be a minimum of 150% of Advertised Tender Value of work.

- Note: (i) The total value of similar nature of work completed from start to finish, in last three financial years (i.e. current year and three financial years) during the qualifying period and not the payments received within qualifying period alone, shall be considered.
- (ii) In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deduction will be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deduction will be considered. However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower shall be considered for judging eligibility.

- (iii) In this case the definition of similar work shall mean any civil engineering work related to office repairs, renovation, expansion, remodelling, construction office building etc. The total combined value of civil and electrical works shall be considered while evaluating criteria (a).
 - (b) Total contract amount received during the last three years (i.e. current year and three previous financial years) should be minimum of 150% of advertised tender value of work supported by an attested certificate from employer/Client, audited balance sheet duly certified by Chartered Accountant etc.
- 3.2 Certificate from private individual, for whom the Tenderer has worked, shall not be considered. Certificate from only those organisations/Institutions/Bodies will be considered, which execute works in public view and maintain verifiable records. As such, the organisations/bodies, from which the certificates will be considered, are as follows:-
- (i) Government Departments, PSUs and other Government Institutions.
 - (ii) Public Limited Company

The Certificate should be on the Organisation's letter pad, bearing contact address, telephone no., FAX no., E-mail address etc.

Have to submit attested copy of Joint Venture agreement and other associated certificates/Memorandums in case the tenderer(s) are a Joint Venture firm.

- 3.3. The tenderer/s should satisfy the following:
- (i) All documents listed above are submitted duly completed.
 - (ii) Earnest money is in acceptable form.
 - (iii) Certified copies of document(s) from their employer/client or an attested copy of audited balance sheet duly certified by a Chartered Accountant etc. indicating the payment received by the contractor in the last three financial years and the current financial year.
 - (iv) List of works completed in the last three financial years giving description of work, organisation for whom executed, approximate value of the contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of the contract should also be given.
 - (v) List of works in hand, indicating description of work, contract value, approximate value of the balance work yet to be done and date of award.
- 3.4. Conditional tenders are liable to be rejected straight away. DFCCIL reserves the right to reject such tenders summarily without assigning any reason whatsoever.
- 3.5. Non-compliance with any of the conditions set forth herein above to liable to result in the tender being rejected.
- 3.6. Inspection of site before Tendering, etc.

The tenderer(s) shall inspect the proposed site of work and acquaint himself/themselves with the site conditions, working hours, stacking space for materials and all relevant items connected with the execution of the work. No claim shall be entertained for the contractor(s) making his/their own arrangements for any of the items.

3.7. Drawings for the work:

A GAD for the work is available in the office CPM (North) Mumbai. However, the same may need certain modifications as per site conditions.

4. Special Terms & Conditions for Electrical Works:

- 4.1 The materials supplied and to be used for this contract and its execution, workmanship, testing and commissioning etc. shall strictly conform to relevant ISS, CODE of practice of IE Rules/Acts and statutory obligation of state Govt. /Local Bodies if any. Whether mentioned or not, and to the specification, scope of work, price schedule and special conditions etc. mentioned in the tender document.
- 4.2 The materials, supplied and to be used for execution for this contract, execution, workmanship, testing and commissioning shall be inspected and coordinated by any authorized representative of ACPM/EL/DFCCIL/Mumbai. All testing equipment /tools and tackles shall be provided by the contractor free of cost. No charges for testing shall be recorded & overall supervision of the work shall also be carried out by any authorized representative of ACPM/EL/DFCCIL/Mumbai. All inspections shall be done in accordance with tender document and joint inspection report shall be submitted along with the bill.
- 4.3 In case of any discrepancies, doubts arises during the tenure of this contract, such things shall be mutually discussed with ACPM/EL/DFCCIL/Mumbai and the decision conveyed by him shall be final and binding on both the purchasers and contractors.
- 4.4 The contractor shall have to submit the detailed wiring/connection diagram from supply mains to distribution board, distribution board to each room and inside layout of each room/cabin. Same shall be got approved by ACPM/EL DFCCIL/Mumbai or his authorized representative prior to commencement of the work.
- 4.5 The rates of items, which are mentioned in the schedule of electrical items/work, are inclusive of all taxes, duties, freight and other incidental charges etc.
- 4.6 Only Octroi charges shall be reimbursed after production of the Octroi payment receipt by the contractor.
- 4.7 All Electrical equipment should have at least one year manufacturing warranty.
- 4.8 The relevant testing certificate of equipment issued by manufacturer shall be submitted by the contractor, if it is demanded by DFCCIL.
- 4.9 All electrical equipment should be ISI marked.
- 4.10 All the cables & wires used should be of fire-retardant type.
- 4.11 All the electrical work shall be carried out by the contractor having valid Government Electrical Contractor License and copy of the same to be submitted the DFCCIL.

- 4.12 Earthing connection of all the electrical equipment should be checked & duly certified by the contractor.
- 4.13 Distribution board to room/cabin wise, wiring distribution diagram for all rooms/cabins shall be prepared and same shall be provided near each distribution board for maintenance purpose.
- 4.14 Size of wires & cables to be used for this work shall be adequate for the electrical load connected to them.
- 4.15 Electrical equipment/ Electrical loads should be connected in such a way that the total electrical load on each phase should remain equal/balanced.
- 4.16 The quantities of the electrical items/equipment shown in the schedule are tentative and payment shall be made as per actuals only.

5. Time and Payment Schedule:

The payment shall be made according to the actual progress of work as per rate included in the agreement.

6. Data/Documents to be supplied by DFCCIL:

- (i) Proposed plan drawing.

7. QUANTITY VARIATION

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of the contract:

- 7.1 The DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the scope of work in terms of Clause 6 of General Conditions of Contract.
- 7.2 No PVC variations is applicable to the contract.

8. RATES

- 8.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 8.2 All statutory taxes (Except GST) and liabilities levied/leviable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the Contractor and the rate shall be inclusive of all such liabilities unless otherwise specified in the Tender.
- 8.3 **GST**, as admissible shall be paid extra on submission of proof of deposit.

- 8.4 Tax shall be deducted at source as per extent rules.
- 8.5 The agency should strictly comply all the labour laws. DFCCIL shall not be responsible for any violation.
- 8.6 The rate includes all man power, material required, equipment etc. complete and no additional payment shall be made on any other account.

9. Precautions during Execution:

As the work is to be carried out in the office premises of DFCCIL, utmost precautions shall be taken to ensure protection of Office Equipment, Documents, files etc. at no extra cost. Further, Contractor will ensure minimum unavoidable disturbance during working hours of DFCCIL.

SECTION -5**SCHEDULE OF QUANTITIES**

NAME OF WORK: - Construction of Toilet Blocks in 16 Villages of Dahanu Taluka as per the DTEPA orders.

SCHEDULE- A

Schedule of Approximate Quantities

Sl. No.	Item No.	Quantity	Item of work	Unit	Rate	Amount in Rs.
Schedule 'A-1'						
1	11010		Earth work in excavation as per approved drawings and dumping at embankment site or spoil heap, within railway land, including 50m lead and 1.5m lift, the lead to be measured from the centre of gravity of excavation to centre of gravity of spoil heap: the lift to be measured from natural ground level and paid for in layers of 1.5m each, including incidental work, as per specifications-in			
	11011	399.600	All kinds of soils	Cum	109.36	43700.26
2	11052	160.000	for every 50m or part thereof - lead over 150m and upto 500m	Cum	12.80	2048.00
3	11070	160.000	Extra for every additional lift of 1.5m or part thereof, after the initial 1.5m, for earth work in all soils	Cum	12.57	2011.20
4	12010	399.600	Extra over item 011010 for excavation in foundations for buildings and bridges to cover dressing to neat dimension and plumbing sides etc. Note : Dressing under this item is payable for the total quantity of excavation in foundation and not partly	cum	12.5	4995.00

5	12040	87.200	Filling, watering and ramming earth in 15 cm layers in floors and foundations with surplus earth from foundations including 50m lead and 1.5m lift	cum	26.6	2319.52
			Total of Schedule 'A-1'			55073.98
Schedule 'A-2'						
1	31010		Providing and laying in position cement concrete of specified proportion excluding cost of cement, centering and shuttering - All works upto Plinth level			
	31011	46.840	1:3:6 (1 cement : 3 sand : 6 graded stone aggregate 20mm nominal size)	Cum	1521.77	71279.71
2	32050		Providing and laying cement concrete 1:2:4 in damp-proof course (1 cement : 2 sand : 4 graded stone aggregate 12.5mm nominal size - excluding the cost of cement and including providing, fixing and removal of forms.			
	32053	91.080	50mm thick (20 mm coarse aggregate instead of 12.5mm)	Sqm	159.81	14555.49
			Total of Schedule 'A-2'			85835.20
Schedule 'A-3'						
1	33060		Supply and using cement at worksite :			
	33063	45.690	PPC	Tonne	4830	220681.75
			Total of Schedule 'A-3'			220681.75
Schedule 'A-4'						
	42010		Centering and shuttering including strutting, propping etc. and removal of form for :			
1	42013	400.000	Suspended floors, roofs, landings, balconies, FOB slabs, walkway slabs and access platform	Sqm	303.84	121536.00
2	42014	80.000	Lintels, beams, plinth beams, bed blocks, girders, bressumers and cantilevers	Sqm	253.33	20266.40

			Total of Schedule 'A-4'			141802.40
Schedule 'A-5'						
1	41010		Providing and laying in position M 20 Grade concrete for reinforced concrete structural elements but excluding cost of centering, shuttering, reinforcement and Admixtures in recommended proportion (as per IS:9103) to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer in charge			
	41012	23.477	All work in buildings above plinth level upto floor two level.	Cum	2317.82	54415.00
			Total of Schedule 'A-5'			54415.00
Schedule 'A-6'						
1	45010		Supplying Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete.			
	45014	2347.680	High yield strength deformed bars	Kg	57.94	136024.58
			Total of Schedule 'A-6'			136024.58
Schedule 'A-7'						
1	51010		Brick work with non-modular (FPS) bricks of class designation 7.5 in foundation and plinth in			
	51015	194.089	Cement mortar 1:6 (1 cement : 6 fine sand)	Cum	2433.67	472347.90
2	51030		Brick work with machine moulded perforated bricks of class designation 12.5 conforming to IS: 2222 -1991 in superstructure from beyond plinth level upto 6m above plinth level in cement mortar 1:6 (1 cement : 6 coarse sand)			
	51031	134.835	With non-modular (FPS) bricks	Cum	2918.38	393500.35

			Total of Schedule 'A-7'			865848.25
Schedule 'A-8'						
1	71010		Providing wood work in frames of doors, windows, clerestory windows and other frames and trusses, wrought, framed and fixed in position :			
	71012	640.000	Sal wood	Cudm	37.76	24166.40
2	72150		Providing and fixing flush door shutters to IS: 2202 Part-I non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3ply veneering with vertical grains or cross bands and face veneers on both faces of shutters			
	72152	57.600	30mm thick including ISI marked stainless steel butt hinges with necessary screws	Sqm	1344.63	77450.69
3	77060		Providing and fixing bright finished brass tower bolts (barrel type) with necessary screws etc. complete			
	77061	32.000	250x10mm	Each	378.6	12115.20
	77064	32.000	100x10mm	Each	159.33	5098.56
4	77070		Providing and fixing bright finished brass handles - with screws etc. complete - of size			
	77071	32.000	125 mm	Each	256.31	8201.92
	77072	32.000	100 mm	Each	221.47	7087.04
5	77080		Providing and fixing bright finished brass door latch with necessary screws etc.complete			
	77081	32.000	300x16x5mm	Each	259.2	8294.40
	77082	32.000	250x16x5mm	Each	235.97	7551.04

6	78310	160.000	Providing and fixing of fibre glass reinforced plastic (FRP) door frames of three legged of cross-section 90 mm x 45 mm having single rebate of 32 mm x 15 mm to receive shutter of 30 mm thickness. The laminate door frame moulded with fire retardant grade unsaturated polyester resin and chopped mat. Door frame laminate shall be 2 mm thick and shall be filled with suitable wooden block in all the three legs. The frame shall be covered with fibre glass from all sides. M.S. stay shall be provided at the bottom to ready the frame (WC & Bath door)	R metre	909.34	145494.40
7	78320	44.800	Providing and fixing 30 mm thick glass fibre reinforced (FRP) panelled door shutter of required colour and approved brand and manufacture, made with fire retardant grade unsaturated polyester resin, moulded to 3 mm thick FRP laminate for farming hollow rails and styles, with wooden frame and suitable blocks of seasoned wood inside at required places for fixing of fittings, cast monolithically with 5 mm thick FRP laminate for panels and conforming to (IS:14856-2000) complete work.	Sqm	3581.92	160470.02
			Total of Schedule 'A-8'			455929.66
Schedule 'A-9'						

1	81410		Steel work welded in built up sections/ framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required			
	81412	400.000	In gratings, frames, guard bar, ladders, railings, brackets, gates and similar works. (Ventilator & others)	Kg	78.16	31264.00
			Total of Schedule 'A-9'			31264.00
Schedule 'A-10'						
1	95010		Providing and fixing 1st quality ceramic tiles conforming to Group B-III (Ceramic Wall Tiles) of IS:15622 of manufacturers approved by railway in all colours, shades, and design as approved by the Engineer-in-Charge in skirting, risers of steps and dado over 12mm thick bed of cement mortar 1:3 (1cement: 3coarse sand) including pointing in white cement mixed with pigment of matching shade complete			
	95012	970.400	200x300 mm	Sqm	551.32	535000.93
2	95020		Providing and fixing ceramic tiles conforming to IS:15622 of manufacturers approved by railway in all colours, shades, design and abrasion resistance class as approved by the Engineer-in-Charge in floors and landings over 20mm thick bed of cement mortar 1:4 (1cement: 3coarse sand) including pointing in white cement mixed with pigment of matching shade complete			
	95024	216.000	Of Group B-I-b of IS : 15622 (Ceramic Tiles) of size above 400x400mm	Sqm	515.36	111317.76

3	98020		Supplying and laying interlocking pre-cast CC block pavers of approved design factory manufactured of specified grade cement concrete on passenger platform, foot paths, circulating area, etc, including setting in position over 25mm thick bedding layer of fine sand, filling the joints with fine sand, leveling including compaction as per IS 15658			
	98021	48.000	60 mm thick blocks of M30 grade for light traffic	Sqm	503.8	24182.40
4	99160		Providing and fixing 18mm thick mirror polished, machine cut for floors and similar locations of required size of approved shade, colour and texture laid over 20mm thick base cement mortar 1:4 (1cement: 4coarse sand) with joints treated with white cement			
	99164	96.000	Granite Black. Area of slab over 0.5 Sqm but upto 1.0 Sqm (Urinal separators)	Sqm	2347.65	225374.40
			Total of Schedule 'A-10'			895875.49
Schedule 'A-11'						
1	111010		12 mm cement plaster of mix -			
	111011	970.400	1:4 (1cement: 4 fine sand)	Sqm	60.27	58486.01
2	111060		20 mm cement plaster of mix			
	111061	836.400	1:4 (1cement: 4coarse sand)	Sqm	87.21	72942.44
3	111150		Cement plaster to ceiling of mix -			
	111151	144.000	6 mm thick 1:3 (1cement: 3 fine sand)	Sqm	51.95	7480.80
			Total of Schedule 'A-11'			138909.25
Schedule 'A-12'						
1	115040		Distemping with oil bound washable distemper of approved brand and manufacture to give an even shade			

	115041	836.400	New work (two or more coats of distemper) over and including priming coat with cement primer	Sqm	56.84	47540.98
2	115060	836.400	Applying one coat of cement primer of approved brand and manufacture on wall surface	Sqm	25	20910.00
			Total of Schedule 'A-12'			68450.98
Schedule 'A-13'						
1	121020	160.000	Painting wood work with Deluxe Multi Surfaces Paint of required shade. Two or more coat applied @ 0.90ltr/ 10sqm over an under coat of primer, applied @ 0.75ltr/ 10sqm of approved brand or manufacture	Sqm	52.11	8337.60
2	121030	80.000	Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coats applied @ 0.90ltr/ 10sqm over an under coat of primer applied @ 0.80ltr/ 10sqm of approved brand or manufacture	Sqm	53.38	4270.40
			Total of Schedule 'A-13'			12608.00
Schedule 'A-14'						
1	131080		Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings including fixing the pipe with clamps at 1.00m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineerin-Charge. Internal work – exposed on wall			
	131081	480.000	15mm nominal outer dia. Pipes	Metre	226.38	108662.40

2	131100		Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings. This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling and testing of joints complete as per direction of Engineer-in-Charge. External work			
	131102	320.000	20mm nominal outer dia. Pipes	Metre	363.67	116374.40
	131103	320.000	25mm nominal outer dia. Pipes	Metre	481.38	154041.60
3	131180		Providing and fixing PP-R Gate Valve fusion welded, having thermal stability for hot & cold water supply and testing of joints complete as per direction of engineer in charge			
	131181	32.000	25 mm Gate Valve	Each	452.99	14495.68
4	134010		Providing and fixing PTMT bib cock of approved quality and colour			
	134011	96.000	15mm nominal bore, 86mm long. Weighing not less than 88 gms	Each	218.43	20969.28
	134022	32.000	20mm nominal bore, 89mm long. Weighing not less than 88 gm	Each	311.35	9963.20
5	138040		Hoisting, fitting and fixing in position plastic moulded water storage tank including making connection of intake, delivery, outlet and overflow .pipes etc. with all lead and lift upto all stories. Cost of tanks/fittings to be paid separately			
	138043	16.000	1000 ltr capacity tank	Each	1686.5	26984.00
			Total of Schedule 'A-14'			451490.56
Schedule 'A-15'						

1	151010		Providing and fixing water closet squatting pan (Indian type W.C. pan) with 100mm sand cast iron P or S trap, 10litre low level white P.V.C. flushing cistern with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete including cutting and making good the walls and floors wherever required			
	151011	32.000	White Vitreous China Orissa pattern W.C. pan of size 580x440-mm with integral type foot rests	Each	2864.78	91672.96
2	151070		Providing and fixing wash basin with C.I./ M.S. brackets, 15mm C.P. brass pillar taps, 32mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever required			
	151076	32.000	white vitreous china angle back wash basin size 400x400mm with single 15mm C.P. brass pillar tap	Each	1329.6	42547.20
3	151260	48.000	Providing and fixing white, vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350mm and 340x410x265mm sizes respectively	Each	720.13	34566.24
4	151270	48.000	Providing and fixing white, vitreous china squatting plate urinal with integral longitudinal flush pipe	Each	1342	64416.00

5	154040	64.000	Providing and fixing 110 mm x 110 mm x 110mm dia PVC plain branch (single equal junction)of the required degree with access door inclusive of 3mm thick bitumastic felt washer and bolts and nuts, complete, including jointing and the cost of spun yarn and sand etc., complete	Each	124.58	7973.12
6	154100	64.000	Providing and fixing 110 mm PVC Plain bend of the required degree with access door inclusive of 3mm thick bitumastic felt washer, bolts and nuts, complete, including jointing and cost of spun yarn and sand etc. complete	Each	90.78	5809.92
7	154140	320.000	Providing and fixing 75 mm PVC soil, waste and vent pipes including jointing and cost of spun yarn and sand etc., complete	Metre	169.83	54345.60
8	155250	64.000	P&F 127mm dia C.P. steel Jali cockroach trap (CCTR-127) for gully floor or Nahani trap	Each	488.6	31270.40
			Total of Schedule 'A-15'			332601.44
N.S. Items						
1	NS-1		Providing, laying and fixing unplasticized polyvinyl chloride (UPVC) pipes for soil, and waste discharge system type 'B' (SWR system) of 'Prince' or similar make (as per IS 13592:1992), single socketed for underground drainage system, making joints air and water tight with 'T' Shaped etc. Rate are including rubber rings ,solvent cement all labour, material, lead, lift, transportation, taxes,& royalty etc .complete,			

MUM/N/EN/DTEPA-Toilet Block

			Note- Excavation of earth will be paid under relevant item in USSOR -2011			
		320.000	a) 160 mm dia	Rm	363	116160.00
			Total of N.S Items			116160.00

BIDDER'S GENERAL INFORMATION

1-1 Bidder Name : _____

1-2 Numbers of Years in Operation : _____

1-3 Registered Address : _____

1-4 Operation Address if different from above: _____

1-5 Telephone Number : _____

1-6 E-mail address & Web Site : _____

1-7 Tele fax Number : _____

1-8 ISO Certification, if any {If yes, please furnish details} _____

1-9 PF / EPF Registration No.: _____

1-10 GST No.: _____

1-11 Pan No. : _____

1-12 Bank A/C No with Bank code _____

for electronic clearance of the payment.: _____

(SIGNATURE OF BIDDER WITH SEAL)

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)To

DFCCIL

Name & Address of Project.

[Acting through _____ (Project Incharge) & Address of the Project]

WHEREAS _____ [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of contract and brief description of works} (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of Guarantee], _____ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be

CONTRACTOR

For CPM/NORTH/DFCCIL/MUMBAI

made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to _____ (a date 28 days from the date of completion of the work).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: _____

Address: _____

Date: _____

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”) is made at New Delhi on the ___day of _____
BETWEEN

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

WHEREAS in reference to a call for Tender for Construction of Toilet Blocks in various Villages in Dahanu Taluka units for the dishoused persons in Dahanu Taluka as per Tender paper _____ at Annexure “A” here to, the Contractor has submitted a Tender hereto and whereas the said Tender of the contractor has been accepted for Construction of Toilet Blocks in various Villages in Dahanu Taluka as per copy of the Letter of Acceptance of Tender No----- dated ----- complete with enclosure at the accepted rates and at an estimated contract value of Rs._____(Rupees _only). Now the agreement with witnessed to that in consideration of the premises and the payment to be made by the Employer to the Contractor provided for herein below the Contractor shall supply all equipment’s and materials and execute and perform all works for which the said Tender of the Contractor has been accepted, strictly according to the various provisions in Annexure ‘A’ and ‘B’ hereto and upon such supply, execution and performance to the satisfaction of the Purchaser, the Purchaser shall pay to the contractor at the several rates accepted as per the said Annexure ‘B’ and in terms of the provisions therein.

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

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official
Name of the official

Signature of the authorized official
Name of the official

Stamp/seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

By the said

_____Name

_____Name

On behalf of the Contractor in the

On behalf of the Contractor in the

Presence of :

Presence of :

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

ANTI-PROFOTERING DECLARATION
To WHOMSOEVER IT MAY CONCERN

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

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

Signature of the Authorised signatory/person

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

CONTRACTOR

For CPM/NORTH/DFCCIL/MUMBAI

Name of the Organisation and seal
Seal

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