

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.  
(A Public Sector Undertaking of Ministry of Railways)  
2nd Floor, DFCCIL Operation Control Centre, Subedarganj  
Allahabad-211011**

**OFFER DOCUMENT**

**Tender No. "ALD(W)/EN/PC and Printer/OT-05/2019/406"**

**NAME OF WORK: Supply and installation of desktop computers along with  
Windows, UPS and Printer as per specification mentioned  
in BOQ for Dedicated Freight Corridor**

**Approximate cost of work : Rs 306573/-  
Earnest money : Rs. 6140/- Only  
Completion period : 01 Month  
Offer closing date : 19/03/2020 at 15.00 hours  
Offer opening date : 19/03/2020 at 15.30 hours**

**NOT TRANSFERABLE**

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED,  
2nd Floor, DFCCIL Operation Control Centre, Subedarganj  
Allahabad-211011**

**For Chief General Manager  
DFCCIL/Allahabad(W)**

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.  
(A Public Sector Undertaking of Ministry of Railways)  
2nd Floor, DFCCIL Operation Control Centre, Subedarganj  
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**I N D E X**

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**For Chief General Manager  
DFCCIL/Allahabad(W)**

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.  
(A Public Sector Undertaking of Ministry of Railways)  
2nd Floor, DFCCIL Operation Control Centre, Subedarganj  
Allahabad-211011**

**Forwarding letter by Tenderer**

**To,  
Chief General Manager  
DFCCIL, Allahabad(W)**

**Tender No.:"ALD(W)/EN/PC and Printer/OT-05/2019/406"**

**NAME OF WORK: Supply and installation of desktop computers along with Windows, UPS and Printer as per specification mentioned in BOQ for Dedicated Freight Corridor:**

1. I/We ..... have read the various conditions of tender attached hereto and hereby I/We agree to abide by the said conditions. I/we also agree to keep this bid open for acceptance for a period of **60 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our '**Earnest Money**'. I/We offer to do the work as set out in the 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.6140/- (Rs. Six Thousand One Hundred Forty 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:
  - a. I/We do not commence the work within **02 weeks** 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.

Date .....

.....  
Signature of Tenderer(s)

Tenderer/s address :

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## INSTRUCTION TO TENDERER(S)

**Tender No.:"ALD(W)/EN/PC and Printer/OT-05/2019/406"**

**NAME OF WORK: Supply and installation of desktop computers along with Windows, UPS and Printer as per specification mentioned in BOQ for Dedicated Freight Corridor:**

### **GENERAL INSTRUCTION**

DFCCIL invites Open E-tender for the work of Supply and installation of desktop computers along with Windows, UPS and Printer as per specification mentioned in BOQ for Dedicated Freight Corridor at Allahabad

**1.1** Key details of the tender are as under-

<b>Tender No.</b>	<b>ALD(W)/EN/PC and Printer/OT-05/2019/406</b>
Name of Work	<b>Supply and installation of desktop computers along with Windows, UPS and Printer as per specification mentioned in BOQ for Dedicated Freight Corridor</b>
Estimated Cost of Work	Rs. <b>306573/-</b> (Three Lakh Six Thousand Five Hundred Seventy Three Only)
Completion Period	01 Month from the date of issue of LOA
Bid Document cost	Rs.1000/- (Rs. One Thousand only.) to be submitted as per tender conditions + GST @18%=1180/-.
E-Tender Processing Fee	Rs.750/-+ GST @18% = 750+135= 885/- (Non-refundable) through e-payment
Type of Tender	Open E-tender
Earnest Money	Rs.6,140/- <b>(Rs. Six Thousand One Hundred Forty Only)</b> to be submitted as per tender conditions.
Date and time of start & submission of filled tender	E-tender can be downloaded from 04/03/2020 and can be submitted Upto 15:00 hours of 19/03/2020 on <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a>
Date and time of opening of Tender	At 15:30 hours of 19/03/2020 on <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a>
Validity of Offer	60 Days from the date of opening of tender
Authority and place for purchase/ submission of tender document& address for Communication	Office of Chief General Manager; DFCCIL 2nd Floor, DFCCIL Operation Control Centre, Subedarganj,Allahabad-211011

## 1.2 SCOPE OF WORK In Brief

The Bidder will be required to supply and install the PCs along with Windows Antivirus, UPS and Printers (as per specification mentioned in BOQ) at Allahabad office of Dedicated Freight Corridor under jurisdiction of CGM/DFCCIL/ALD(W). Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Agency. This scope of work is illustrative and shall be read in conjunction with "Special Conditions of Contract".

## 1.3 THE BANK DETAILS

Bank Details for depositing EMD and Tender Document cost is as under:

Bank name	Union Bank of India
Name	Dedicated Freight Corridor Corporation of India Limited
A/C No	302701010652598
IFSC Code	UBIN0546836
Branch	Union Bank of India, Motibagh New Delhi.

## 1.4 THE ISSUANCE OF DIGITAL SIGNATURE TO THE BIDDERS:

To participate in the E-bid submission, it is mandatory for the bidders to have User ID and Password, which has to be obtained by submitting an annual registration charges of INR 2000/-+ GST @ 18% or as applicable to M/s ITI through e-payment. Bidders have to pay the tender Processing fee to ITI through e-Payment. Already registered vendors with M/s. ITI need not to pay registration charges.

## 1.5 SUBMISSION OF OFFER

**1.5.1** The tender documents shall be submitted in online mode through website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), in single bids only. Tender can also be seen on DFCCIL official website [www.dfccil.com](http://www.dfccil.com).

- a. Single offer viz. containing Technical offer and Financial offer along with necessary documents like scanned copy of EMD & Bid document cost shall be submitted through [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL). The bid document cost and EMD can be submitted through net banking only, it shall be deposited upto 15:00 hrs on date of opening of tender.
- b. Detailed credentials as per the requirements of Eligibility criteria and all tender papers except bill of quantities are to be uploaded in "Technical Offer.
- c. Bill of quantities with rates duly filled in is to be uploaded in "Financial Offer." The bids are essentially to be submitted only by online mode. The prices must be filled after downloading the financial bid document in prescribed format issued through e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering website using Digital Signature for signing the document
- d. The corrigendum, if any; shall only be hosted on the website only. The tender will be accepted only in e-tendering mode and **no other mode** of submission shall be accepted

***The supporting documents for Eligibility criteria(as per item 1.8 of General Instruction) and signed copy of tender document are essentially required to be uploaded on the website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL).***

- e. The bidder shall submit documents such as firm registration, authorization certificate etc. at the time of bid submission.

- 1.5.2** In case date of opening is declared as holiday, tender will be opened at 15:30 hrs on next working day.
- 1.5.3** Each page of this bid document shall be submitted duly Digitally Signed by the tenderer. Bid document shall be accompanied by Earnest Money in proper form, documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the tenderer and any other document specified in tender schedule.
- 1.5.4** All bids shall be submitted in accordance with the instructions contained in these documents (hereinafter called as bid documents). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- 1.5.5** The bids shall only be accepted through online mode. The bids submitted/received after the time and date fixed for receipt of Bids as set out in the documents will be summarily rejected.
- 1.5.6** Conditional tenders shall be summarily rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. DFCCIL will not take cognizance of any other conditions/variations from the tender stipulations mentioned at any other place in the tender documents in this regard
- 1.5.7 Help desk for E-Tendering.** For any difficulty in downloading & submission of tender document at website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), please contact at [tenderwizard.com](http://tenderwizard.com) helpdesk no. 011- 49424365 or cell no. 9599653865. Bidder manual & system requirement is available on web site [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) for necessary help

## **1.6 AUTHORISATION AND ATTESTATION**

Offers shall be signed by the person duly authorized/empowered to do so. Certified copies of such authority (Power of Attorney) and relevant documents are essentially required to be uploaded on the website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) with the signed copy of tender document. .

## **1.7 VALIDITY OF PROPOSAL**

The proposal shall be kept valid for a period of 60 days from the date of opening

## **1.8 ELIGIBILITY CRITERIA**

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

### **i. Essential Qualifying Criteria**

#### **a. Firms/companies**

The tenderer should have valid registered firm/shop anywhere in India. *The documentary proof regarding above should be submitted as part of the tender document.*

**Note:** For the purpose of documentary proof of "registered firm/shop" as mentioned in (i) above, any of the following documents should be submitted along with the original offer by tenderer(s):

1. Article of association of company duly registered under Companies Act, 1956.
2. Partnership Deed
3. Trade License obtained by the individual from civic body.
4. Any tax department documents showing the name of the firm.

## **1.9 EARNEST MONEY DEPOSIT (EMD) & COST OF TENDER DOCUMENT**

- 1.9.1 Earnest Money** have to be deposited in DFCCIL's Account through net banking only before the schedule date & time of submission of the tender otherwise the Bid will not be considered. Bank detail is mentioned in Para 1.3 above.
- 1.9.2 Cost of the Tender Documents** have to be deposited in DFCCIL's Account through net banking only before the schedule date & time of submission of the tender otherwise the Bid will not be considered. Bank detail is mentioned in Para 1.3 above.
- 1.9.3** The offerer (s) shall keep the offer open for a minimum period of 60 days from the date of opening of the offer. It is understood that the offer documents has been issued to the offerer(s) and the offer(s), is / are permitted to offer in consideration of the stipulation on his / their part that after submitting his / their offer subject to the period being extended further if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to DFCCIL. Should the offerer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the DFCCIL.
- 1.9.4** If the offer is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfilment of the contract. This amount of Security Deposit shall be forfeited if the offerer(s)/Contractor(s) fail to complete the work.
- 1.9.5** The Earnest Money of the unsuccessful offerer(s) will, save as here-in-before provided, be returned to the unsuccessful offerer(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

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

- 1.10.1** Tenderer should not quote for individual items. Tenderer should quote %age above or below or at par to the scheduled items separately. Write the percentage both in figures and words
- 1.10.2** Rates shall include all the cost of items mentioned in BOQ inclusive of installation charges and transportation etc.
- 1.10.3** The rate should be inclusive of all taxes/levies.
- 1.10.4** The offerer shall quote rates as required in the Rate Sheet, for the entire scope of work. Bids based on a system of pricing other than that specified are liable to be rejected. The bid prices shall be in **Indian rupees** only.
- 1.10.5** Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.

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

The bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid. Offer(s) shall furnish "**Tenderer's General Information**" (Annexure-B).

### **1.12 PARTNERSHIP DEED**

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

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

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

The offerer/s whose offer is accepted will be required to appear at the office of the **Chief General Manager (West)2nd Floor, DFCCIL Operation Control Centre, Subedarganj Allahabad-211011**

In the event of any offerer/s whose offer is accepted and refusing to execute the work, DFCCIL may determine that such offerer/s has/have abandoned the contract and there upon his/their offer and the acceptance there of shall be treated as cancelled.

### **1.14 CHECK-LIST**

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

### **1.15 Offer documents are not transferable**



# **(SPECIAL CONDITIONS OF CONTRACT)**

## **SPECIAL CONDITIONS OF CONTRACT**

### **1.0 INTRODUCTION:-**

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 associated with CGM unit.

CGM/Allahabad (W) unit have jurisdiction from Bhaupur to Allahabad. The fields units are at Allahabad, Fatehpur and Kanpur.

### **2.0 Definitions**

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

- (i)** "RAILWAY" shall mean the President of the Republic of India or the Administrative Officers of the Railway/DFCCIL or of the successor Railway authorized or any other officer of DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.
- (ii)** "CHIEF GENERAL MANAGER" shall mean the officer administrative in-charge of the project and shall mean and include their successors.
- (iii)** "GENERAL MANAGER/DEPUTY CHIEF PROJECT MANAGER " shall mean the officer in charge of lot wise or department wise (Engineering/S&T/Electrical/Finance department) of the DFCCIL and shall mean and include their successors of the successor DFCCIL.
- (iv)** PROJECT MANAGER/ DEPUTY PROJECT MANAGER / ASSISTANT PROJECT MANAGER shall mean the officer department wise (Engineering /S&T/ Electrical/ Finance Department) of the DFCCIL and shall mean and include their successors of DFCCIL.
- (v)** "TENDER or BID" means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, or Consortium for the execution of the works.
- (vi)** "TENDERER" shall mean the person/ the firm or company whether incorporated or not who tenders for the work with a view to execute the works on contract with DFCCIL and shall include their personal representatives, successors and permitted assigns.
- (vii)** "WORKS" shall mean the works contemplated in scope and schedules set forth in the tender forms and required to be executed according to terms and condition mentioned.
- (viii)** "Bill of Quantities (B.O.Q.)"/ "Schedule of Rates" means list of items of work, their quantities and rates as accepted and forming part of contract agreement.
- (ix)** "EMPLOYER" means the Dedicated Freight Corridor Corporation of India Limited, A Govt. of India Undertaking (DFCCIL in abbreviation) acting through its Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees.
- (x)** "CONTRACT" shall mean and include the Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Form of Bid, and Instructions to the Tenders and other Tender Documents.

- (xi) "CONTRACTOR" shall mean the person or firm, company, corporation, whether incorporated or not who enters into the contract with DFCCIL and shall include legal representatives of such individual or persons comprising such firm or company or successors of such firm or company as the case may be such individual, or firm or company.
- (xii) "ENGINEER OR ENGINEER IN CHARGE" means the Chief Project Manager of DFCCIL/(Employer), or any other officer authorized by the Employer to act on his behalf and for the purpose of operating the contract. "Engineers Representative" shall mean officer authorized by DFCCIL in direct charge of works.
- (xiii) "ACCEPTING AUTHORITY" shall mean the Chief Project Manager of DFCCIL or any other officer authorized for dealing with the works for the purpose of this tender/Contract.
- (xiv) Definitions mentioned in these tender documents elsewhere will be followed. In Case there is an ambiguity in any definition, the decision of CHIEF PROJECT MANAGER/DFCCIL regarding the interpretation shall be final and binding.

### **3.0 GENERAL DESCRIPTION OF SITE AREA & CLIMATIC CONDITIONS**

**3.1** The tenderer/s may visit the DFCCIL office and ascertain himself/themselves with the proposed works / services, surroundings and prevailing law & order conditions.

### **4.0 SCOPE OF WORK:**

The Bidder will be required to supply and install the PCs along with Windows, Antivirus, UPS and Printers (as per description mentioned in BOQ) at Allahabad office of Dedicated Freight Corridor under jurisdiction of CGM/DFCCIL/ALD(W)".

**4.1.** Supplying of items as per schedule of quantities (BOQ) with normal guarantee/warranty terms of OEM.

### **5.0 TIME SCHEDULE**

#### **5.1 TIME OF START AND COMPLETION**

**5.1.1** The time allowed for supply, installation and testing is 01 (one) month.

**5.1.2** If the Contractor commits defaults in supplying the items as foretasted, DFCCIL shall without prejudice to any other right or remedy, be at liberty to forfeit fully the Earnest Money Deposit and retention money along with Performance Guarantee of the Contractor if any.

#### **6.0 PRICES AND PAYMENT TERMS**

**6.1** The schedule of Items, rates and Quantities (BOQ) as given in Tender Document has been priced by DFCCIL as per previous procurement. The tenderers are to quote their rates in figures as well as words as a percentage ABOVE, BELOW or AT PAR with the total sum arrived by DFCCIL for Scheduled items.

**6.2** It is to be understood that the percentages quoted by the tenderer as ABOVE, BELOW, AT PAR with DFCCIL's Scheduled items' prices shall be applied equally for each and every Scheduled items of BOQ to represent the items rates of the tenderer. The items rates as derived above will form the basis of payment for such items under this contract. The percentage quoted by the tenderer should take into account and include the cost of all works incidental to their execution.

## **7.0 PAYMENT TERMS**

**7.1** No advance payment will be made. Payment would be made once all the items are delivered, installed and tested satisfactorily. Complete details regarding GST Reg no, PAN No, Bank detail should be printed on Contractor Bill.

**7.2** Taxes and Duties:-Unless otherwise provided in the contract documents the contractor shall secure and pay for all permits, Government fees and Licences necessary for the execution and completion of the works. Any Violation in the legal provisions of taxes, duties, permit & fees, carried out by the contractor and detected subsequently shall be the sole responsibility of contractor and his legal heirs. All the taxes & duties levied by the state & central Government & by the local bodies shall be fully borne by the contractor & shall not be reimbursed to him on any account unless otherwise specified in the tender. The tender shall be inclusive of all Taxes, levies etc. Further DFCCIL shall not own any claim out of any increase in any of the prevailing statutory duties, taxes, levies etc. At the time of quoting / tendering contractor should bear the above facts in mind.

### **7.3 Levy of GST:**

- a.** Contractor will issue GST tax invoice and will deposit GST as per extent rules. Any modification in GST provision in future by Government will be binding on the contractor with immediate effect
- b.** GST registration certificate should be provided by the contractor to DFCCIL & registration number must be mentioned in the invoice.

### **7.4 MODE OF PAYMENT:**

All payments to the Contractors shall be made through Electronic Clearing System (ECS)/NEFT/RTGS

#### **Defence of Suit**

If any action in court is brought by third party against DFCCIL or Officer or agent of DFCCIL for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract, or for any damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents/ representative or his sub-contractor or employees, the contractor/ agency shall in such cases be responsible & indemnify & keep DFCCIL & or his representative harmless from all losses, damages, expenses or decrees arising out of such action

## **8.0 VARIATION IN QUANTITY FOR WORKS / SERVICE**

**+/- 25%(whole no.)variation against each item of BOQ is applicable at the quoted rate. Payment shall be made against actual quantity of items delivered.**

## **9.0 PRICE VARIATION CLAUSE:**

No Price variation is applicable on subject work.

## **10.0 NON-PERFORMANCE OF THE CONTRACT CONDITIONS-**

**10.1** PENALTY For non-performance on the part of contractor, apart from actions to be taken as per tender conditions, the Contractor is liable to be penalized as per general conditions of contract mentioned in the tender document.

## **SETTLEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION RULES.**

**11.0** Matters finally determined by the DFCCIL All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Director /General Manager/CGM, DFCCIL and the Director/General Manager/CGM, DFCCIL shall within 120 days after receipt of the contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matter for which provision has been made in clauses or in any special clause of the conditions of the contract shall be deemed as „excepted matters“ (matters not arbitrable) and decisions of the DFCCIL authority, thereon shall be final and binding on the contractor; provided further that „excepted matters“ shall stand specifically excluded from the purview of the arbitration clause.

### **11.1 Demand for Arbitration:-**

**11.1.1** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the DFCCIL of any certificate to which the contractor may claim to be entitled to, or if the DFCCIL fails to make a decision within 120 days, then and in any such case, but except in any of the „excepted matters“ referred to in clause 18.0 of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration

**11.1.2** The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the DFCCIL, shall be referred to arbitration and other matters shall not be included in the reference.

### **11.1.3**

- A. The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the DFCCIL.
- B. The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- C. The DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
- D. The place of arbitration would be Allahabad.

**11.1.4** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it

**11.1.5** If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways/DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.

### **11.2 Obligation during Pendency of Arbitration:-**

Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the DFCCIL shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

### **11.3 Appointment of arbitrator**

- (a) (i)** In cases where the total value of all claims in question added together does not exceed Rs.25,00,000 (Rupees twenty five lakhs only), the Arbitral tribunal shall consist of a sole arbitrator nominated by the MD/DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitrator is received by MD/DFCCIL.
- (a) (ii)** In cases not covered by the clause 18.3(a)(i), the Arbitral Tribunal shall consist of a Panel of Five officials, as the arbitrators. For this purpose, the DFCCIL will send a panel of more than 3 names of DFCCIL officers which may also include the name(s) of Officer(s) empanelled to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD/DFCCIL. Contractor will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the „presiding arbitrator“ from amongst the 3 arbitrators so appointed. MD/DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of selection grade of accounts department shall be considered of equal status to the officers in SA grade of other department of DFCCIL for the purpose of appointment of arbitrator.
- (a) (iii)** If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD/DFCCIL fails to act without undue delay, the MD/DFCCIL shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).
- (a) (iv)** The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the arbitral Tribunal to make the award without any delay. The arbitral Tribunal should record day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
- (a) (v)** While appointing arbitrator(s) under sub-clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as DFCCIL servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

- (b) (i)** The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.
  - (b) (ii)** A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of a specific point of award to tribunal within 60 days of receipt of the award.
  - (b) (iii)** A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 11.4** In case of the Tribunal, comprising of Five Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail
- 11.5** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made
- 11.6** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by the DFCCIL from time to time and the fee shall be borne equally by both the parties
- 11.7** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause
- 12.0** Jurisdiction of Courts In case of any disputes/differences between contractor & DFCCIL the jurisdiction shall be of Allahabad Courts only.
- 13.0** In case of any deviation in downloaded copy of the tender documents, the Master Copy kept in the office of Chief General Manager/ALD/West DFCCIL, will prevail.

# **(ANNEXURES)**



**UNDERTAKING BY TENDERER**

1. Being duly authorized to represent and act on behalf of ..... and having fully understood all the tender conditions and requirements for fulfilling eligibility criteria including residual / available bid capacity, the undersigned hereby declare that:

i) The information / statements given in support of technical and financial capability as per para 1.0 A. B and C of Annexure-I of tender document are true and correct in every detail.

ii) This tender offer is made in the full understanding that:

- a)** All information / documents submitted along with tender offers by tenderer/s will be subject to verification by DFCCIL or its any authorized representative who may conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with the tender offer and to seek clarification from our bankers, clients regarding any financial & technical aspects;
- b)** In the event that the information/document submitted is found to be false or misleading, the tender shall be disqualified and the earnest money deposited shall be forfeited

2. The client reserves the right to:

(i) Reject or accept any application, cancel the tender and reject all applications.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name

\_\_\_\_\_  
For & on behalf of Name of  
Firm/Company/JV

**Tenderer's General Information**

- 1 Name of the agency and :  
address
- 2 Person to be contacted :
- 3 Designation :
- 4 Telephone Nos. (office ) :
- 5 Mobile No :
- 6 Fax Nos :
- 7 Category of Firm: Whether :  
Partnership /Ltd. Co./Sole or  
proprietorship , etc
- 8 Particulars of Bank Account :  
(Bank Account details required  
for release of EMD through  
NEFT/RTGS)
  - A Name of the Bank :
  - B Name of the Branch :
  - C Address :
  - D Telephone No :
  - E Type of the account (S.B, :  
Current or Cash Credit) with  
IFSC & MICR code
  - F Account number (as appearing :  
on the cheque book)

(In lieu of the bank certificate to be obtained as under, please attach a bank cancelled cheque or photocopy of a cheque or front page of your bank passbook issued by your bank for verification of the above particulars.)

Note: Above information shall be precise with full details.

It is certified that information given above is true to the best of my knowledge and nothing has been hidden/misrepresented.

**Sign. of Tenderer(s)**

**CHECKLIST**

**NAME OF WORK: Supply and installation of desktop computers along with Windows, UPS and Printerfor Dedicated Freight Corridor**

Name of tenderer: .....

<b>SN</b>	<b>Items Description</b>	<b>Reference</b>	<b>Enclosed</b>
1	Earnest Money Deposit	Para:1.9	Yes/No
2	Eligibility Criteria	Para 1.8	Yes/No
3	Forwarding letter by tenderer	Page-3	Yes/No
4	Authorization letter in favour of person signing the bid documents	Para 1.6	Yes/No
5	Check-list	Annexure-I	Yes/No
6	Any other relevant document shall be attached		
7	<b>RATES TO BE QUOTED AS PER CLAUSE 1.5.1(c)</b>		

**Signature of tenderer/s**

# **(GENERAL CONDITIONS OF CONTRACT)**

## **GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract July 2014 (Part-II) of the Indian Railways shall be followed with latest correction slips and amendments issued from Indian Railways.

The General Conditions of Contract July 2014 (Part-II) of the Indian Railways, along with latest correction slips and amendments, will form part of the tender/contract documents.

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

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

# **FINANCIAL OFFER**

## **(SCHEDULE OF RATES)**

## Bill of Quantity

S.N	Item Description	Unit	Quantity	Offered Make & Model	Unit Rate (Incl. GST) (in Rs.)	Total Cost (Incl. GST) (in Rs.)
1.	HP/Dell/Asus make All-in One PC (i3 8th Gen, 4th GB DDRA/1TB HDD/Free DOS/54.61 CM (21.5")Monitor (Without windows) or similar	No.	04		39750.00	159000.00
2.	Microsoft Windows 10 Pro	No.	04		11999.00	47996.00
3.	NUMERIC/Luminous or similar UPS 600VA	No.	04		2250.00	9000.00
4.	Printer HP Never stop Laser MFP-1200W (Print, Scan and Copy)- A4 Size B/W or similar	No.	03		20499.00	61497.00
5.	Printer Colour- Epson L1300/HP/Canon Ink Tank upto A3 size prints	No.	01		24200.00	24200.00
6	Quick Heal total Security Antivirus with 03 Years Validity	No.	04		1220.00	4880.00
					<b>TOTAL(Incl. GST):</b>	<b>3,06,573/-</b>
<b>Gross Total (In words):</b>						

Rates to be quoted for item no. 1, 2, 3, 4, 5 and 6 only

RATES OF ITEM NO	IN FIGURE (Incl. of GST)	IN WORDS (Incl. of GST)
1	-----At par/Below/Above	-----At par/Below/Above
2	-----At par/Below/Above	-----At par/Below/Above
3	-----At par/Below/Above	-----At par/Below/Above
4	-----At par/Below/Above	-----At par/Below/Above
5	-----At par/Below/Above	-----At par/Below/Above
6	-----At par/Below/Above	-----At par/Below/Above

### Quoting of rates

1. Tenderer should not quote for individual items.
2. Tenderer should quote %age above or below or at par to the Cost of above items schedule separately. Write the percentage both in figures and words.
3. Quoted rates are inclusive of all charges e.g. transportation, installation, testing etc.
4. Tenderer must sign the following certificate.
5. The Bidder should be authorized Reseller/Partner/Distributions/OEM of offered make of PCs/ Printers (Supporting documents to be enclosed).

**I/We offer and agree to execute the above work at rate uploaded on Line at [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) through digital Signature**

**Signature of tenderer with seal**

**Name and Signature of the tenderer  
along with office seal**

# End of Tender Document