

TENDER No. BDRCL/Sale of Unserviceable 52/60 Rail/2022

Bharuch Dahej Railway Company Limited



OPEN TENDER

FOR

Tender for sale of Unserviceable 52 / 60 Kg Rail at Samni, Samni T/Wagon shed and Dahej -various locations (as per Annexure-A) in Mid- Section of Bharuch-Dahej section of Bharuch Dahej Railway Company Limited.

OPEN TENDER NO: BDRCL/Sale of Unserviceable 52/60 Rail/2022

KEY INFORMATION

| | |
|--|-------------------------------|
| Issue of Notice for Tender | 13.07.2022 |
| Closing Date & Time of Tender | Upto 11.00 Hrs. on 04.08.2022 |
| Opening Date & Time of tender | Upto 15.30 Hrs. on 05.08.2022 |

Tender Inviting Authority

Additional General Manager (C&A and O&M)

Bharuch Dahej Railway Company Limited (BDRCL)

Corporate Office: 301/302, Rubellite Building, 32, Ajitnagar Society
Near Urmi Char Rasta, Akota, Vadodara-390 020, Gujarat
Email: agm@bdrail.in / bdrc1brc124@gmail.com
Tel: 0265-4003132

For and on behalf of

Managing Director/Acting Managing Director

Bharuch Dahej Railway Company Limited (BDRCL)

Registered Office: #39-42, 3rd Floor, H Block, Indra Palace
Middle Circle, Connaught Place, New Delhi – 110 001
Email: cosec@bdrail.in / csbdrc1@gmail.com
Tel: 011-43586815/16/17

TENDER No. BDRCL/Sale of Unserviceable 52/60 Rail/2022

NOTICE INVITING TENDER
BHARUCH DAHEJ RAILWAY COMPANY LIMITED
TENDER NO: BDRCL/Sale of Unserviceable 52/60 Rail/2022

Additional General Manager (C&A and O&M), Bharuch Dahej Railway Company Limited., 301/302, Rubellite Building, 32, Ajitnagar Society, Near Urmi Char Rasta, Akota, Vadodara-390 020, for and on behalf of Managing Director, Bharuch Dahej Railway Company Limited, #39-42, 3rd Floor, H Block, Indra Palace, Middle Circle, Connaught Place, New Delhi – 110001, invites open tender for the following work:

| Particular | Details |
|---|---|
| Type of Tender | Open Tender (Single Packet System) |
| Tender Notice No.& Date | Tender No: BDRCL/Sale of Unserviceable 52/60 Rail/2022 |
| Name of the Work | Tender for sale of Unserviceable 52 / 60 Kg rail at Samni, Samni T/Wagon shed and Dahej - various locations (as per Annexure-A) in mid-section of Bharuch - Dahej section of Bharuch-Dahej Railway Company Limited |
| Material description & location | Unserviceable 52 / 60 Kg rail at Samni, Samni T/Wagon shed and Dahej - location as per Annexure – A. |
| Reserve Price per Tone | Rs.46299.00 / Tone + applicable taxes |
| Approximate quantity | 125.696 Metric Tonne. |
| Cost of Tender Document (Non-Refundable & Non-transferable) | Rs. 2500/- Cost of tender shall be accepted only by Demand Draft drawn on Canara Bank in favour of BHARUCH DAHEJ RAILWAY COMPANY LIMITED. |
| Earnest Money Deposit 10% of Tender value | Rs.5,81,960/- Earnest Money Deposit shall accepted only in the form of DD / Fixed Deposit Receipt of Nationalized Banks. |
| Period of contract | 3 months. |
| Last date of issuing amendment / Corrigendum, if any | 24 hrs. before the Tender opening date |
| Time and Date for closure for submission of tender document | Upto 11.00 Hrs. on 04.08.2022 by post or per bearer at the address : AGM (C&A and O&M), Bharuch Dahej Railway Company Limited, 301/302, Rubellite Building, 32, Ajitnagar Society, Near Urmi Char Rasta, Akota, Vadodara - 390 020. |
| Time and Date for Opening of Tender | 15:30 Hrs. on 05.08.2022 at abovementioned address |
| Validity of Offer from the date of opening of tender. | 45 Days+ (30 days if specifically asked for) |
| Address for Correspondence | Same as above |

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TENDER FORM

To

Add. General Manager (C&A and O&M)

Bharuch Dahej Railway Company Limited

301/302, Rubellite Building

32, Ajitnagar Society

Near Urmi Char Rasta

Akota, Vadodara-390 020.

Sub: Tender for sale of Unserviceable 52 / 60 Kg rail at Samni, Samni T/Wagon shed and Dahej - various locations (As per Annexure-A) in mid-section of Bharuch - Dahej section of Bharuch-Dahej Railway Company Limited.

I/We have read all the Terms and conditions of tender document to the tender document, and understood the same and I/We hereby agree to abide by the conditions/stipulations mentioned therein. I/We also hereby agree to abide by the General Conditions of Contract.

I/We also agree to keep this tender open for acceptance for a period of 45 days as mentioned in Notice Inviting Tender from the date of opening of the tender and for a further extension period mutually agreed upon. If required, and in default thereof, I/We will be liable for forfeiture of my/our Earnest money deposit.

I/We understand that the submission of Tender does not guarantee the award of the said Contract.

I/ We shall make available to BDRCL any additional information it may find necessary or require to supplement or authenticate the Tender.

I/ We acknowledge the right of BDRCL to reject our Tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

The requisite earnest money as specified in the tender notice has been deposited vide Fixed Deposit receipt No.....dt...../ D.D. No.....dated.....drawn in favour of Bharuch Dahej Railway Company Limited. The full value of the earnest money shall stand forfeited without prejudice to any other right or remedies in case my/our tender is accepted and if I/We do not submit the requisite security deposit within the prescribed time limit, resulting in withdrawal of the offer.

I/We agree that until a formal agreement is prepared and executed, acceptance of this tender & terms and conditions stipulated in the Letter of Acceptance of my / our offer for this work shall constitute a binding contract. I/We agree that payment of stamp duty if any, for the agreement to be executed in pursuance of this tender including all other costs will be borne and paid by us, being the successful tenderer undertaking the work.

The tender document containing the terms and conditions are returned herewith duly signed on each page in token of my/our acceptance. I am /we are enclosing following documents along with my/our tender:

- a) Attested copy of Residence address proof.
- b) Attested copy of PAN Card of the tenderer
- c) Attested copy of GSTIN, if any.
- d) Attested copy of Police Verification certificate issued by police department.

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In witness thereof, I/ we submit this Tender alongwith our Tender under and in accordance with the terms of the Open Tender.

Yours faithfully,

Signature, name and designation of the Authorized Signatory

Date:

Place:

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ELIGIBILITY CRITERIA/DOCUMENTS

Any individual, Partnership firm, registered societies, trusts or private and public limited company, limited liability partnership etc. registered in India can apply subject to submission of following documents:

| Sr. No | Criteria |
|---------------|---|
| 01 | Copy of PAN card as applicable. |
| 02 | If the tenderer is applying as an individual, the tenderer should submit copy residential proof which includes documents like Voter Identity Card, Ration Card, Aadhar Card, Driving License, Electricity etc. In case of a Registered society, Trusts, Private and Public Limited Company, or partnership firm, or Limited Liability Partnership, then the copy of Certificate of Registration / Memorandum of Association, Article of Association, Partnership Agreement, LLP Agreement, as applicable should be submitted |
| 03 | Tenderer should submit Business address proof, if any. |
| 04 | If the tenderer is applying as an individual, the tender should submit a Police Verification Certificate, which should not be older than one year from the date of opening of the tender and for others as Registered Societies, Trusts, LLPs, Private and Public Limited Company, Partnership firm, there will be no need of a separate police verification certificate. |
| 05 | GSTIN , if any. |
| 06 | Please submit a certificate in the prescribed format for verification / confirmation of the documents submitted for compliance of eligibility / qualifying criteria. Non-submission of the certificate or submission of certificate either not properly filled in, or in a format other than the prescribed format as per Annexure B shall lead to summary rejection of offer of tenderer |

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GENERAL CONDITIONS OF CONTRACT FOR SALE OF UNSERVICEABLE RAIL

1. The tender document can be downloaded from BDRCL website www.bdrail.in with effect from 13.07.2022. The cost of Document is Rs. 2500 /- (Rupees Two Thousand Five Hundred Only) shall be payable by Demand Draft in favour of BHARUCH DAHEJ RAILWAY COMPANY LIMITED and submitted along with the offer at the time of submission in a separate envelope marked "Cost of Tender Document", failing which the offer will be summarily rejected. Under no circumstances the cost of Tender Document will be refunded to the applicants.
2. The highest tenderer for the unserviceable rail shall subject to conditions hereafter stated, be the Tenderer thereof:-
 - a) The offer made by the Tenderer shall be irrevocable. The highest offer is normally accepted. The highest tenderer shall then keep his offer open for a period of 45 days excluding the date of Tender.
 - b) Any tenderer participating in the Sale of said unserviceable rail shall be deemed to be aware of the Terms and Conditions of the Sale including the location and condition of the material being sold and deemed to have agreed to such terms and conditions.
 - c) Each Tenderer shall submit Rs 5,81,960/- (Rupees Five Lakh Eighty One Thousand Nine Hundred Sixty Only) as Earnest Money (10% of the total value of the Tender) in the form of a DEMAND DRAFT, from a scheduled Indian Bank in favour of BHARUCH DAHEJ RAILWAY COMPANY LIMITED, payable at VADODARA. The Demand Draft in Original shall be placed in an envelope and attached with the envelope containing the proposals. Tenders received without the appropriate Earnest Money Deposit shall be summarily rejected.
 - d) The EMD shall be returned to unsuccessful Tenderers within 30 days after finalization and award of tender and no interest in any respect shall be payable on such refunds. In case of successful Tenderer, Earnest Money Deposit will be adjusted towards Security Deposit.
 - e) The successful Tenderer shall submit a Security Deposit (SD) to BDRCL in the form of Demand Draft/Fixed Deposit Receipt or Bank Guarantee in favour of Bharuch Dahej Railway Company Limited payable at Vadodara issued by a Nationalized Bank, amounting to 10% percent of the tender value within 15 Days from the date of issue of Letter of Acceptance (LOA) or any other date as intimated either in the Letter of Acceptance (LOA) or subsequent after issuance of LOA and ensure the commencement of the work.. The SD shall be submitted by the successful tenderer after the letter of acceptance (LOA) has been issued, but before signing of the agreement. If the successful tenderer does not deposit the Security Deposit within 15 Days on receipt of the acceptance letter or any other date as intimated in the Letter of Acceptance (LOA) or subsequent date as decided by the BDRCL, then the offer of the successful tenderer may be treated as "Cancelled" and the full amount of Earnest Money may be forfeited.

The SD shall be valid for the Term of the Contract and for a period extending 90 days beyond the Term of the Agreement. In case, the time for completion of work gets extended, the Tenderer shall get the validity of SD extended to cover such extended time of completion of work plus 90 days. It should be noted and binding that the instrument of security deposit should be renewed as per the requirement of BDRCL. The Bank guarantee format is annexed as Annexure C with this tender document.

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

If the Tenderer causes any liability to BDRCL due to any default on account of any statutory provisions or law, BDRCL shall recover the same amount from the Tenderer from the EMD/Security Deposit of the Tenderer. In addition, a penalty of 20% of the above amount would also be levied and recovered from their Security Deposit. In the event of cessation of the contract due to any reason whatsoever, the Security Deposit shall be refunded only after due satisfaction as regards the above payments.

By virtue of the provisions of the applicable Act or the Rules made thereunder, in case BDRCL is obligated to pay any amount of wages to a workman employed by the Tenderer used for execution of this work or incur any expenditure in providing welfare and health amenities required to be provided under this Act and the Rules or incur any expenditure due to Tenderer's failure to fulfill his statutory obligations under this Act or the Rules, BDRCL will recover from the Tenderer, the amount of wages to be paid so the amount of expenditure so incurred, and without prejudice to the rights of the BDRCL, BDRCL shall be at liberty to recover such amount or part thereof by deducting it from the Security Deposit and/or from any sum due by BDRCL to the Tenderer, whether under the contract or otherwise. The decision of the BDRCL regarding the amount recoverable from the Tenderer as stated above, shall be final and binding on the Tenderer.

- f) Material delivery shall only be initiated after deposition of 100% amount of the tender along with additional 10% Earnest Money Deposit and 10% Security Deposit.
 - g) Any excess quantity up to 25% shall also be accepted by the Tenderer and total excess amount has to be deposited in advance in lieu of the same.
 - h) Earnest Money Deposit and Security Deposit of the successful tenderer shall only be refunded after issue of No damage and No dues certificates after deduction/settlement of outstanding dues against the Tenderer. The Tenderer shall bear all costs towards SD.
 - i) Demand for the money to be deposited shall be based on the cross section of Rails and other standard sections.
- 3.
- a) The amount so deposited after acceptance of the tender shall remain with BDRCL as Earnest Money till full payment of the balance tender money has been made whereafter it will be retained and adjusted as part of the total tender money.
 - b) If the successful tenderer withdraws tender before formal approval after tender or after contract fails to comply with any of the terms and conditions act out above, BDRCL reserve the right's to forfeit Earnest Money /Security Deposit
 - c) The property in the goods or material sold shall not be deemed to have been passed to the successful Tenderer until and unless the balance of the tender money after adjusting the Earnest Money Deposited has been paid to BDRCL and the concerned Officer has issued the Delivery Order in favour of the successful Tenderer.
 - d) BDRCL shall be entitled to withdraw the Sale of unserviceable rail or refuse to accept the offer made by any Tenderer and reserves the right to reject the offer without assigning any reason thereof.

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4. If the Tenderer makes defaults in complying with any of the condition aforesaid, then the tender will be cancelled resulted in forfeiture of EMD/SD.
5. The tenderer shall deposit full and final amount of the tender amount to BDRCL before lifting the material from site.

The decision of the site In-charge or officer nominated for the purpose by BDRCL in this regard shall be final. The Tenderer, in the event of getting extension of the period for the deposit of the balance tender money shall have to pay interest on such amount at the rate of 17% per annum from due date of payment to actual date of payment (both days inclusive).

The payment shall be made by D.D. drawn on Canara Bank in favour of the BHARUCH DAHEJ RAILWAY COMPANY LIMITED payable at Vadodara.

The goods sold may be removed from the premises only after weighment in the nearest weighbridge duly witnessed by one representative of the Tenderer and 2 representative of BDRCL and the final removal will be granted only on production of said weighment receipt and delivery order from the Site In-charge of BDRCL. Any expenditure on account of weighment of the goods to be sold, shall be borne by the tenderer.

6. No delivery of goods or materials sold will be given on Sundays, Gazetted holidays and other holidays observed by the BDRCL office, Bharuch. The delivery of the goods or material may be effected from the site in presence of atleast by one representative of the Tenderer and 2 representative of BDRCL only during the normal working hours in order to complete the delivery within the working hours and all loading must cease half an hour before the normal closing time of the office hours. The decision of BDRCL with regard to the working hour of any site shall be final and binding on the Tenderer.
7. Goods or material tendered for sale shall be removed by the Tenderer within a period of 60 days' time after full and final payment as mentioned in clause No. 5 above.
8. The Tenderer shall make its own arrangements as regards to labour and conveyance for lifting of the materials from their respective locations.
9. If the material is not removed from the site within specified time limit in clause No. 7 then the Ground Rent at the rate of 0.5% per day shall be applicable/payable on the sale value of un-removed quantity of the unserviceable rail that also be with prior permission from the competent authority of delivery of material with ground rent.
10. If due to any unforeseen circumstances and natural calamities, the Tenderer is unable to remove the goods or material within the specified period, then BDRCL at its discretion may extend the period as deem fit on the request of the tenderer thereof and accordingly, in such an event, if the goods or the materials are removed by the Tenderer within the extended period, then the tenderer would not be liable to pay any ground rent or any other charge and BDRCL will not be entitled to order the sale of the goods or materials or forfeit bid money or the price if any paid by the Tenderer.
11. If tenderer fails to lift the material within the extended time period, the material will be confiscated and EMD amount of material which is not delivered will be forfeited.
12. In the event of the tenderer failing to pay the whole of purchase price at the time and manner aforesaid, BDRCL without prejudice to its other rights and remedies shall be entitled at any time after such default shall have made to forfeit the Earnest money and re-sale the goods.

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SPECIAL CONDITIONS OF SALE OF UNSERVICEABLE RAILS

The special conditions mentioned below are in addition to and in amplification of the uniform sale conditions of sale of BDRCL material. Whenever special conditions and uniform sale conditions are conflicting, the special conditions will supersede the general conditions of Sale.

1. BDRCL administration reserves the right to withdraw/cancel the sale of unserviceable rails at any stage/time before the actual delivery of the sold material without any financial repercussion on administration ground.
2. The material will be delivered after payment of full sale value with applicable other charges, after issue to delivery order.
3. The tenderer shall submit a written request 3-4 working days in advance for permission to visit the site and the removal date of the material for the smooth removal process.
4. The delivery/dismantling and cutting of material will be done from 08.00 hrs. to 16.30 hrs. including lunch time 12.30 hrs. to 13.30 hrs. on weekdays except Sunday, National holiday and Gazetted holiday or holidays observed by the BDRCL Bharuch office. Delivery vehicle should be leaving BDRCL premises before 17.00 hrs.
5. In case the tenderer does not present himself for taking delivery and desires that the delivery may be given to his representative, a power of attorney on non-judicial stamp paper of Rs 300/- duly executed before and authenticated by notary public or law court or judge or magistrate may be furnished to SSE/ P.Way/ BDRCL for acceptance and endorsement before producing to the Custodian and witnessing officials at site to take delivery. Separate power of attorney for each lot is must.
6. Loading by Tenderer: Loading of sold material shall be done by tenderer's labour unless specified otherwise. BDRCL shall not be responsible for any accident that may occur to the Purchaser's labour due to any reasons whatsoever. Labours, loading equipment's, crane etc. to be arranged by the purchaser. The purchaser and his labours are bound to follow safety norms and rules of delivery while taking deliveries. Any violation may lead to appropriate action against the purchaser.
7. Any injury/loss to BDRCL staff, Plants and Machinery or any property etc. whether deliberate or accidental, by the tenderer or his labour will be recovered by the BDRCL.
8. The tenderer will agree to indemnify BDRCL for any acts of omission of the labour laws existing in force.
9. If the actual quantity of the unserviceable rails exceeds the advertised and/or announced quantity, the Tenderer may, at the option of the BDRCL, take delivery of the said excess quantity up to 25% of the quantity advertised and or announced on payment at the same rate at which the Tender has been accepted. This is only for deliveries on actual weight basis which is less or equal to 25% of the advertised quantity.
10. The actual quantity during the delivery of unserviceable rails on actual weight basis, measurement or count, as the case may be, turned short than the advertised and/or announced quantity, the tenderer shall be entitled to get the proportionate refund from the BDRCL to cover the cost of the said shortage. There will also be no interest payable on the same.

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11. No interest will be paid to the Tenderer for the amounts paid or deposited by him and subsequently found refundable to the Tenderer under any of the conditions herein mentioned.
12. Rails: The tenderer is permitted for cutting of those rails which are longer than truck length while taking delivery.
13. Whenever the permission of cutting is allowed, it will be only for loading purpose and the purchaser must undertake cutting at their own cost and labours. The cutting will be permitted only up to the loadable sizes.
14. BDRCL reserves the right to check up the contents of the material already delivered and loaded in the vehicles at the time before it actually leaves the premises and no claim on detention of vehicles etc. will be entertained by BDRCL on this account.
15. If the purchaser does not turn up on fixed date for taking the delivery of material, it is liable to pay the fare, TA, DA and pay of the site incharge of BDRCL and witnessing officials.
16. Tender may be given to the highest tenderer and if tender is liable to the less price, then it should be rejected.
17. The tenderer should note that tender without tender document cost and EMD will not be considered valid. The tenderer should also note that final submitted Bid before closing date and time will only be considered for further process.
18. If any change/addition/deletion is made by the tenderer and the same is detected at any stage even after the award of the tender, full earnest money deposit will be forfeited and the contract will be terminated at the risk and cost of the Tenderer. The tenderer is also liable to be banned from participating in any quotation/tender process of BDRCL and/or prosecuted.

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INSTRUCTIONS TO TENDERERS:

1. Tender form is not transferable. It has to be signed by person/persons submitting tenders. All entries in tender document must be handwritten in Ink either in Hindi or English.
2. All the erasures & alterations made in filling the tender documents must be attested by initials of the tenderer. Over writing of figures and words is not permitted. Failure to comply either of these conditions will render the tender liable to rejection. No advice of any change in rate or conditions after the opening of the tender will be entertained. Each and every page of the tender document is required to be signed by the tenderer.
3. The tenderer must obtain himself at his own responsibility and own expense regarding all the information which may be necessary for the purpose of filling this tender and acquaint himself with all local conditions, means of access to the nature of work and all matters pertaining there to. The tenderer should keep in mind that GST, Tax collected at source, and any other Government tax as applicable will be borne by the tenderer during the currency of contract, over & above the amount quoted as offer.
4. Tenders received after the date and time specified above, shall not be accepted.
5. The tender should be accompanied by Tender document fee and Earnest money, failing which the tender will be treated as "Invalid" and summarily rejected.
6. The cost of stamp duty for execution of the agreement will be borne by the contractor.
7. The tenderer may visit the location and premises from where the unserviceable rails are to be picked up and satisfy themselves before submitting the tender after submission of written request and approval of SSE/P.Way/BDRCL for the same. Any complaint regarding the location, approach road or any other inconvenience after submission of tender will not be entertained.
8. If the tenderer (s) deliberately give/gives wrong/incorrect and/or incomplete information/credentials in this tender and/or create any circumstances for acceptance of this tender, then in such case BDRCL administration reserves the right to reject such tender at any stage, and forfeit the earnest money/security deposit even if the contract is already awarded and in operation then the same is liable to be terminated by BDRCL.
9. If any police/criminal case is filed against the tenderer (s) after submission of tender and/or commencement of the contract, then in such case, tenderer (s) shall inform the same to BDRCL immediately with full details of the case with supporting documents, failing which, BDRCL will reserve the right to reject the tender or terminate the contract at any stage and forfeit the earnest money/security deposit.
10. Goods & Services Tax (GST) @18% or as applicable from time to time, or any other taxes, as applicable, during the currency of contract shall be applicable.
11. BDRCL will not accept tender wherein conditional offer has been given by the tenderer and the offer will outrightly be rejected and the earnest money will be forfeited.
12. The tenderer shall hold the offer open for a period of 45(Forty-five) days from the date fixed for opening the tender and extend the validity for another 30 (Thirty) days in case specifically asked upon to do so in writing and in default thereof, the earnest money shall stand forfeited. If the tenderer(s) withdrawn his offer within the validity date of his offer or

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fails to undertake the contract after acceptance of his tender, the full Earnest Money should be forfeited.

13. BDRCL reserves the right to accept or to reject any tender. Authority for acceptance or otherwise of tender will rest with the BDRCL which does not bind itself to accept any tender or to assign any reason for rejecting any tender. Further, BDRCL is not bound to accept the highest tender.
14. The duration of contract is for 03 months in the first instance, which can be modified by as and when necessary by giving a notice in writing to be served to the tenderer.
15. An Agreement may be executed within 15 days of issue of LOA after deposition of Security Deposit.
16. Debarring the contract or from participation in tenders: In case, the contractor fails to commence the contract within the stipulated time period, the EMD / Security deposit shall be forfeited and the contractor will be debarred from the participating in any future tenders of BDRCL for a period of two years.
17. Right to terminate the contract: It shall be lawful for the BDRCL to determine the agreement and to put an end at any time without assigning any reason and without being liable for loss or damage which tenderer may suffer by reason of such determination by giving the tenderer one month prior notice in writing of its intention to terminate the agreement.
18. Successful tenderer must be prepared to start work within 15 Days from the date of issue of Letter of acceptance (LOA) or any other date as intimated either in the Letter of Acceptance (LOA) from AGM (C&A and O&M), BDRCL
19. Extension of time period for commencement of contract can be granted by MD/BDRCL, if it is on account of BDRCL, in exceptional circumstances.
20. If the tenderer deliberately give/gives wrong information in the tender or create circumstances for acceptance in such circumstances BDRCL reserves the right to reject such tender at any stage, and forfeit the earnest money/security deposit.
21. The tenderer is liable to pay any additional taxes imposed by the state/central government/any authority from time to time.
22. The tenderer is advised to follow Central/ State Government laws in context of the current COVID-19 situation and ensure that the staff takes all necessary precautions throughout the contract period.
23. The Tenderer (s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the administration, without delay. No claim for the misinterpretation shall be entertained. All tenders shall be submitted in the prescribed forms in accordance, failing which they are liable to be rejected.
24. Other relevant terms and conditions, agreement clauses upon which the contract will be operated, is enclosed herewith which is a part of tender document and tenderer should sign each and every page of the tender documents, otherwise the document will be treated as incomplete and therefore invalid.

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25. Settlement of Disputes

- 25.1. In the event of any dispute, controversy or claim of any kind or nature arising in connection with this work, the parties shall firstly attempt to amicably resolve such disputes through the highest level of negotiations and discussions.
- 25.2. The Tenderer shall put up his claim during the progress of work and not after completion of the work. All such claims and disputes shall be settled promptly during the progress of the work. The final authority for giving the decision on claims and disputes put up Tenderer shall be Managing Director, BDRCL.
- 25.3. If the efforts to resolve all or any of the disputes through conciliation fail, then such disputes shall be referred within 30 days for Arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the rules made there under.
- 25.4. The place of arbitration shall be Vadodara, Gujarat.
- 25.5. Each Party to the Dispute shall appoint one arbitrator and the two arbitrators so appointed shall mutually agree to and appoint the third arbitrator. The arbitral agency so constituted, shall be the "Arbitral Tribunal". The provisions of the Arbitration and conciliation Act, 1996 as may be amended from time to time and the rules, if any made there under shall apply to such arbitration proceedings.
- 25.6. The language of the arbitration shall be English.
- 25.7. No suspension of work on account of arbitration.
- 25.8. The reference to arbitration shall proceed notwithstanding that Works shall not then be or be alleged to be complete provided always that the obligations of the Company and the Contractor shall not be altered by reason of arbitration being conducted during the progress of Works. Neither party shall be entitled to suspend the work to which the dispute relates on account of arbitration.
- 25.9. Interest on Arbitration award Where the Arbitration award is for 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.
- 25.10. Cost of the Arbitration: The cost of the arbitration shall be borne by the respective parties. The cost shall inter-alia include the fees of the arbitrations(s) as per the rate fixed from time to time.

26. Indemnity

- 26.1. The Contractor shall at all times hold BDRCL harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against BDRCL, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which BDRCL may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Contractor or damage to property resulting

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from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the Contractor shall reimburse the BDRCL or pay to the BDRCL forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the BDRCL arising out of or incidental to or in connection with the operation covered by the contract. The Contractor shall at his own cost at the BDRCL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the BDRCL.

- 26.2. Whenever any claim, against the Contractor for the payment of a sum or money arises out of or under the contract, BDRCL shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Contractor. In the event of the security being insufficient the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with BDRCL. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to BDRCL on demand the balance remaining due.
27. Force Majeure
- 27.1. If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations, orders or requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.
- 27.2. Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- 27.3. The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- 27.4. If the performance in whole or part of any obligation under the Contract is prevented or delayed by reasons of the event beyond a period mutually agreed to if any, or 120 days, whichever is more, either party may at its option terminate the Contract.
- 27.5. In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the BDRCL shall be final and binding.
- 27.6. Deliverables which have been accepted shall be paid for by the Contractors even if the same is subsequently destroyed or damaged as a result of the event.
- 27.7. If neither party issues notice regarding the event within 21 days of its occurrence, the said event be deemed not to have occurred and the Contract will continue to have effect as such.

TENDER No. BDRCL/Sale of Unserviceable 52/60 Rail/2022**Annexure A**

| Location-wise details of Rail offered for sale | | | |
|---|------------------|----------------------------|----------------------------------|
| Sr. No | Stack No. | Location | Final Qty in Metric Tonne |
| 1 | 1 | Tower wagon shed KM/22/4-5 | 6.394 |
| 2 | 2 | Tower wagon shed KM/22/4-6 | 1.499 |
| 3 | 3 | Tower wagon shed KM/22/4-5 | 6.602 |
| 4 | 4 | Tower wagon shed KM/22/4-5 | 4.847 |
| 5 | 5 | Tower wagon shed KM/22/6-7 | 4.768 |
| 6 | 1 | outside saz store | 6.776 |
| 7 | 2 | outside saz store | 10.721 |
| 8 | 3 | outside saz store | 11.088 |
| 9 | 4 | outside saz store | 2.931 |
| 10 | 4A | outside saz store | 1.642 |
| 11 | 5A | outside saz store | 2.403 |
| 12 | 5B | outside saz store | 0.683 |
| 13 | 5C | outside saz store | 1.947 |
| 14 | 6A | SAZ inside store | 2.879 |
| 15 | 6B | SAZ inside store | 4.005 |
| 16 | 6C | SAZ inside store | 1.903 |
| 17 | 6D | SAZ inside store | 2.389 |
| 18 | 7A | SAZ inside store | 7.685 |
| 19 | 7B | SAZ inside store | 1.189 |
| 20 | 7C | SAZ inside store | 1.190 |
| 21 | 8C | SAZ inside store | 3.811 |
| 22 | 8D | SAZ inside store | 0.858 |
| 23 | 8E | SAZ inside store | 0.552 |
| 24 | 8F | SAZ inside store | 1.910 |
| 25 | 9A | SAZ inside store | 1.241 |
| 26 | 10 | SAZ inside store | 3.481 |
| 27 | 11 | SAZ inside store | 5.979 |
| 28 | 12 | SAZ inside store | 3.654 |
| 29 | 1 | DHF yard | 4.797 |
| 30 | 2 | DHF yard | 7.605 |
| 31 | 3 | DHF yard | 6.789 |
| 32 | 4 | DHF yard | 1.477 |
| TOTAL | | | 125.696 |

DECLARATION

1. I/We, hereby declare that, I/We am/are not involved/convicted in any police/criminal case anywhere as on date.
2. I/We, have read whole tender document and all terms & conditions of the tender as well as agreement clauses for operation of subject contract and hereby abide with all terms and conditions of the tender document.
3. I/We also declare that, I/We have not tampered/modified the tender document in any manner.
4. I/We also declare that the information furnished by me/us in this tender is/are true and correct to the best of my/our knowledge and belief.
5. In the event of any information furnished by me/us in this tender being found false, incorrect, wrong and/or fabricated and/or myself/ourselves being found not eligible in terms of terms & conditions of this tender at any stage, I/we may be taken up for the same and I/we understand that my/our tender/contract will be summarily rejected and full amount of earnest money/ security deposit/ performance guarantee will be forfeited. I/we in such case, will totally be abide by the decision taken by the BDRCL administration.

Name & Address of the party

Signature of Tenderer.

BANK GUARANTEE FOR SECURITY DEPOSIT

To
Managing Director
Bharuch Dahej Railway Company Limited
#39-42,3rd Floor, H Block, Indra Palace
Middle Circle, Connaught Place, New Delhi-110 001

1. In consideration of the Managing Director, Bharuch Dahej Railway Company Limited, acting through, AGM (C&A and O&M), Bharuch Dahej Railway Company Limited, having agreed to accept/exempt NAME OF THE PARTY located at ADDRESS OF THE PARTY (hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an agreement offer letter No. ___ Made between the BDRCL and NAME OF THE PARTY for the contract of NAME OF THE CONTRACT (hereinafter called “the said agreement”), of Performance Guarantee / Security Deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a tenderer Guarantee for. AMOUNT /- (IN WORDS Only). We, NAME OF THE TENDERER (hereinafter referred to as “the tenderer”) at the request of NAME OF THE PARTY do here by undertake to pay Bharuch Dahej Railway Company (BDRCL) an amount not exceeding. AMOUNT /- against any loss or damage caused to or suffered or would be caused to or suffered by the BDRCL by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.
2. We, NAME OF THE TENDERER & ADDRESS, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of the term or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the tenderer shall be conclusive as regards the amount due and payable by the Tenderer under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding. AMOUNT /- (Rupees IN WORDS Only).
3. We undertake to pay to BDRCL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We, NAME OF THE TENDERER & ADDRESS, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the BDRCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till AGM (O&M) and (C&A) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee unless a demand or claim under this guarantee is made on us in writing on or before DATE, we shall be discharged from all liability under this guarantee thereafter.
5. We, NAME OF THE TENDERER & ADDRESS, further agree with BDRCL that BDRCL shall have the fullest liberty without our consent and without affecting in any manner our

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obligations here under to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said contractor(s) from time to time or to post pone for any time or from time to time any of the powers exercisable by BDRCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the BDRCL or any indulgence by the Government to the said contractor(s) or any such matter or thing what so ever which under the law relating to sure ties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the tenderer or the contractor (s) / supplier(s).
7. We, NAME OF THE TENDERER & ADDRESS, undertake not to revoke this guarantee during its currency except with the previous consent of BDRCL in writing.
8. “Notwithstanding anything contained herein above:-
 - a) Our liability under this guarantee shall not exceed Rs. AMOUNT /-(Rupees IN WORDS Only)
 - b) This TENDERER guarantee shall be valid up to DATE.
 - c) We shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within 06 months from the date of expiry of the guarantee i.e. before DATE irrespective of whether or not the original guarantee is returned to us”

Date: DATE

For NAME OF TENDERER

Seal of TENDERER:

For.....
(Indicate the name of Bank)
(Under Rubber stamp of name,
Designation & code No. of
Authorized signatories)