

## **E- TENDER DOCUMENT**

### **FOR**

**Hiring of Manpower for Manning and Housekeeping at five TSS  
(Ibrahimpur, Biruni, Shikohabad, Itagaon& Umari) in New Bhaupur  
New Khurja Section of EDFC for a period of 12 (Twelve) months  
under CGM Tundla**



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED**

**(A Government of India Undertaking)**

**MINISTRY OF RAILWAYS**

**CGM/TDL/DFCCIL OFFICE**

**3/20,KPS Tower, Mayur Complex, 3rd Floor, Near Tulsi Cinema,  
NH-02, Nagla Padi, Agra-282002**

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**Total Pages: 69 (Sixty Nine Pages)**

# **TECHNICAL DETAIL**

**(TOP SHEET)**

**&**

**(FORM OF BID)**

### TOP SHEET

<b>Tender No:- DFCCIL/ EL/TDL/BPUN-KRJ/POS/T009</b>		<b>Date: 26.08.2021</b>
<b>Name of work</b>	<b>Hiring of Manpower for Manning and Housekeeping at five TSS (Ibrahimpur, Biruni, Shikohabad, Itagaon&amp; Umari) in New Bhaupur New Khurja section of EDFC for a period of 12 (Twelve) months under CGM Tundla</b>	
<b>Approx. Cost</b>	<b>Rs. 53,40,423.60/- (Rs. Fifty Three Lakh Forty Thousand Four Hundred Twenty Three and Sixty Paise only)</b>	
<b>Earnest Money</b>	Bid Security Declaration <div style="text-align: center;"><b>or</b></div> MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to upload the exemption Certificate on the E-Tender Portal.	
<b>Completion Period</b>	Total 12 Months	
<b>Date of Opening</b>	27.09.2021 at 15:30 hrs.	

For and on behalf of  
CGM/TDL, DFCCIL Office

**FORM OF BID**

Place:.....

Date: .....

Chief General Manager,

Dedicated Freight Corridor Corporation of India Limited, 3/20,KPS Tower, Mayur Complex,, 3rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282002, U.P.

Sir,

I / We ..... have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I / We also agree to keep this tender open for your acceptance for a period of **120 days** from the date fixed for opening the same. I / We offer to do the work for **“Hiring of Manpower for Manning and Housekeeping at five TSS (Ibrahimpur, Biruni, Shikohabd, Itagaon& Umari) in New Bhaupur New Khurja section of EDFC for a period of 12 (Twelve) months under CGM Tundla”** at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within **12 (Twelve) months**.

2. I / We also hereby agree to abide by all the Conditions mentioned in the tender and to carry out the services according to the special condition of contract and specifications laid down by DFCCIL for the present contract.
3. **Bid Security Declaration:** I/We, M/s (Name of bidder) am/are aware that I/We have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration.
4. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of witnesses: Signature of Tenderer (s) & Date

Tenderer(s) address

- 1.
- 2.

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



Dedicated Freight Corridor Corporation of India Limited  
(A Government of India Undertaking)  
MINISTRY OF RAILWAYS

Tender No. DFCCIL/ EL/TDL/BPUN-KRJN/POS/T009

Date: 26.08.2021

M/s \_\_\_\_\_

**NOTICE INVITING E- TENDER**

- 1 The Chief General Manager/TDL, DFCCIL, 3/20,KPS Tower, Mayur Complex,, 3rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282002, U.P., invites **E - Tenders in single packet system** on prescribed forms from firms/companies meeting qualifying requirements and having requisite experience and financial capacity for the following works:-

<b>Tender No.</b>	<b>DFCCIL/ TDL/BPUN-KRJN/POS/T009</b>
<b>Name of Work</b>	<b>Hiring of Manpower for Manning and House keeping at five TSS (Ibrahimpur, Biruni, Shikohabad, Itagaon&amp; Umari) in New Bhaupur New Khurja section of EDFC for a period of 12 (Twelve) months under CGM Tundla</b>
<b>Estimated Cost</b>	<b>Rs. 53,40,423.60/- (Rs. Fifty Three Lakh Forty Thousand Four Hundred Twenty Three and Sixty Paise only)</b>
<b>Period of Contract</b>	<b>Total 12 (Twelve) Months</b>
<b>Earnest Money Deposit</b>	<b>Bid Security Declaration</b>  <b>or</b> <b>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to upload the exemption Certificate on the E-Tender Portal.</b>
<b>Tender Document Cost</b>	<b>Rs.5000/- + GST@18% = Rs.5900/- to be Submitted in DFCCIL account as on IREPS</b>  <b>or</b> <b>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Cost of Document, for which, the tenderers will have to upload the exemption certificate on the E-Tender Portal.</b>
<b>Date of Sale (Online)</b>	<b>From Date 26.08.2021</b>
<b>Issue of Corrigendum, if any</b>	<b>On or after Date 26.08.2021 (on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>)</b>
<b>Date &amp; Time of submission of tender</b>	<b>27.09.2021 upto 15:00 hrs</b>
<b>Date &amp; Time of opening of tender.</b>	<b>27.09.2021 at 15:30 hrs</b>



## 2 **ELIGIBILITY CRITERIA**

Eligibility of the applicants shall be assessed based on the “**Eligibility Criteria**”, “**Essential Qualifying Criteria**” and “**Other Qualifying Criteria**” as given in **Notice Inviting E-Tender.**

The Tender document can be downloaded from IREPS website [www.ireps.gov.in](http://www.ireps.gov.in) and DFCCIL’s website [www.dfccil.com](http://www.dfccil.com). Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections, additions or alterations in the downloaded tender documents are made, such tender shall be summarily rejected.

3. The cost of tender documents shall be deposited in DFCCIL account on IREPS portal.
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 IREPS website. 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. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the tenders.
5. The tender documents shall be submitted in online mode through website [www.ireps.gov.in](http://www.ireps.gov.in) in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of TDC to be uploaded. Detailed credentials as per the requirement of eligibility criteria in “**Technical offer**” as well as “**Financial offer**” to be submitted through IREPS portal. **Bids are required to be submitted only by online mode and uploaded on the e-tendering web site using Digital Signature for signing the documents.**
6. Tenders shall be opened at **the address given below** at 15:30 hours on the same day in the presence of the tenderer(s) or their authorized representatives intending to attend the opening.

**Address of Office of the Chief General Manager/ TDL (for Opening of E-tenders):**

**Chief General Manager/TDL, DFCCIL, 3/20, KPS Tower, Mayur Complex, 3rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282005, U.P.**

All the Bids received shall be opened on the date and time mentioned above in the tender notice, through process of e-tendering. The sequence of opening shall be:

- i) Bid Security Declaration
- ii) Technical offer.
- iii) Financial offer.





7. Tender shall be submitted as per “Instructions to Tenderers” as followed on IREPS portal.
8. Any tender received without Earnest Money Deposit / Bid Security Declaration in the form as specified in tender documents shall not be considered and shall be summarily rejected.
9. 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.
10. 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. The decision of DFCCIL in this regard shall be final and binding.
11. 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.
12. The validity of the offer shall be 120 days.
13. The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased/downloaded from website mentioned above.

We look forward for your active participation.

For and on behalf of **DFCCIL**  
**Chief General Manager/TDL**

**Annexure-I**

**1.0 ELIGIBILITY CRITERIA**

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

**I. Essential Qualifying Criteria**

**A. Firms/companies**

(i) The tenderer should have a registered office anywhere in India.

*The documentary proof regarding A. above should be submitted as part of the tender document.*

**Note:** For the purpose of documentary proof of “registered office” as mentioned in (i) above any address of office as mentioned in any of the following documents submitted along with the original offer by tenderer(s) may be considered as registered office of the tenderer(s).

1. Address mentioned in the article of association of company duly registered under Companies Act, 1956.
2. Address mentioned in Partnership Deed
3. Address mentioned in Trade License obtained by the individual from Govt. body.
4. Address mentioned in any tax departments.
5. Address mentioned in P.F. Registration documents.

**B. Technical capability:**

1. In support of their credentials, the Tenderer(s) should have to submit documents as stipulated in tender document along with their tenders.
2. THE TENDERER(S) SHOULD SATISFY THE FOLLOWING MINIMUM ELIGIBILITY CRITERIA AS UNDER –

Firm must have satisfactorily completed in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single work for a minimum of 35% advertised value of the tender.

Work executed with Central/State Govt./Semi-Govt. organizations/Authorities, PSUs, Govt. of India undertakings shall only be considered to qualify above eligibility. Certificates from the private Individuals/ Organizations shall not be considered.

The Tenderer(s) will produce/attach the certificate of Work completion with the Tender Document as per above and such certificate should clearly supported by following details:-

- a) Name of Agency issuing a certificate.
- b) Date of issue of certificate.
- c) The name of Work.

- d) The Acceptance letter no.
- e) The date of issue of Acceptance letter.
- f) Agreement no.
- g) Date of execution of Agreement.
- h) Date of original Completion of Work as per Acceptance Letter.
- i) Date of Actual completion of Work.
- j) The Amount of Work done as per Agreement (in Rupees).
- k) The Final Amount of Work at the time of Completion of Work (in Rupees).
- l) Whether the Work is completed satisfactory or not satisfactory.

**Notes:**

**Following will be considered as similar work:**

Similar nature of work of this tender is:- “Satisfactory Manning/Maintenance of Electrical Sub-Station of voltage 25 kV or above of Railway/SEBs/PGCIL and other Public Sector Units”.

**C. Financial capability**

The contractual payments received by the Firm or the arithmetic sum of contractual payments received by Firm in the previous three financial years and current financial year upto the date of opening of tender shall be at least 150% of the estimated value of the work as mentioned in the tender.

Certified true copy of audited annual account are to be submitted as a proof along with bid documents. In case the annual accounts are not audited, the contract sum received for the required period should be duly certified by the chartered Accountant.”

Each tenderer has to satisfy the eligibility criteria for technical capability, competence as well as for financial capacity and organizational resources as specified in the tender documents to qualify for consideration of bid submitted by tenderer(s).

There should not be any unsatisfactory performance Report of the Contractor from any source.

Tenderer(s) may please note that their offers will be evaluated as per the credentials/ documents attached by the tenderer(s) along with the tender/offer.

**Note: JVs shall not be considered.**

## **(INSTRUCTIONS TO TENDERER)**

## **PART-I**

### **CHAPTER-I**

#### **Instructions to Tenderer and Conditions of Tendering**

##### **1.1 General (for on line tendering system)**

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL, Delhi has decided to use the portal (<https://www.ireps.gov.in>) of a Government of India. Benefits to Suppliers/service providers are outlined on the Home-page of the portal.

##### **1.2 Instructions**

###### **a. Online E-Bidding Methodology:**

Online E- Bid System – Financial bids and Technical bids shall be submitted by the bidder at the same time in single Packet

###### **b. Broad outline of activities from Bidders perspective:**

- i. Procure a Digital Signing Certificate (DSC)
- ii. Register on Electronic Tendering System (ETS)
- iii. Create Users and assign roles on ETS
- iv. View Notice Inviting Tender (NIT) on ETS
- v. Download Official Copy of Tender Documents from ETS
- vi. Clarification to Tender Documents on ETS – Query to DFCCIL (Optional) - view response to queries posted by DFCCIL, through addenda.
- vii. Bid-Submission on ETS: Prepare and arrange all document/paper for submission of bid online and tender fees and EMD deposit on offline.
- viii. Attend Public Online Tender Opening Event (TOE) on ETS
- ix. Post-TOE Clarification on ETS (Optional)-Respond to DFCCIL's Post-TOE queries
- x. Attend Public Online Tender Opening Event (TOE) on ETS

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

**Note 1:** It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. Fin. offer tab brings up the Financial Offer Page where the bidder can submit his rates against the schedule items included in the tender.

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

**c. Digital Certificates**

For integrity of data and its authenticity/non-repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

**d. Registration**

The Tender document can be downloaded from the website [www.ireps.gov.in](http://www.ireps.gov.in) and to be submitted in the e-format. Cost of the Tender Document has to be submitted to DFCCIL online through IREPS portal before the scheduled date and time of submission of the tender and Bid security declaration has to be submitted otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with [www.ireps.gov.in](http://www.ireps.gov.in) for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

- e.** DFCCIL, has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

**1.3 General (for tender)**

**1.3.1 Name of the Work: Hiring of Manpower for Manning and Housekeeping at five TSS (Ibrahimpur, Biruni, Shikohabad, Itagaon& Umari) in New Bhaupur New Khurja section of EDFC for a period of 12 (Twelve) months under CGM Tundla.**

**1.3.2** “A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum and

Articles of Association, etc. along with original Power of Attorney of authorized signatory”.

1.3.3 The work is proposed to be executed under the following relationship.

A) **Employer:** DFCCIL address - CGM/TDL, DFCCIL,3/20, KPS Tower, Mayur Complex ,3rd Floor, Near Tulsi Cinema , NH-2 Nagla Padi Agra-282002

B) **Contractor:** The successful tenderer to whom the work is awarded shall become the contractor for the execution of this work.

1.3.4 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/“tenderer”), “bid/tendered”, “bidding”/“tendering”, etc.) are synonymous. Day means calendar day. Singular also means plural.

1.3.5 Scope of Work -

**Hiring of Manpower for Manning and Housekeeping at five TSS (Ibrahimpur, Biruni, Shikohabad, Itagaon& Umari) in New Bhaupur New Khurja section of EDFC for a period of 12 (Twelve) months under CGM Tundla**

The scope given above is only indicative. The detailed scope has been described in the tender documents.

1.3.6 Estimated cost of the work: **Rs. 53,40,423.60/- (Rs. Fifty Three Lakh Forty Thousand Four Hundred Twenty Three and Sixty Paise only)** excluding GST.

1.3.7 Tenderer(s) 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. The decision of Employer in this respect shall be final and binding.

1.3.8 A 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 such bidder has participated.

#### **1.4 Cost of Bidding**

1.4.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

#### **B. The Bidding Documents**

##### **1.5 Content of bidding documents submitted through online mode only**

1.5.1 The bidding documents include the following:

1. Notice Inviting Tender
2. Instructions to tenderer(s)
3. Form of Bid
4. Special Conditions of Contract

5. General Terms and Conditions of Contract
6. Financial bid and Bill of Quantities

- 1.5.2 The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of his bid.

#### **1.6 Understanding and Amendment of Tender Documents**

- 1.6.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies and other circumstances in execution of the work. It shall also carefully read and understand all its obligations and liabilities given in tender documents.
- 1.6.2 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.
- 1.6.3 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.
- 1.6.4 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

#### **C. Preparation of the Bids**

##### **1.7 Language of Bid**

- 1.7.1 The bid prepared by the bidder and all documents related to the bid shall be written in English.

##### **1.8 Signing of All Bid papers and Completing Bill of Quantities**

- 1.8.1 All the pages of the tender documents and credentials submitted by tenderer shall be digitally signed by the tenderer or his representative holding the Power of Attorney.
- 1.8.2 The tenderer must fill and submit the prices as per instructions given in schedule of rates. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. If a tenderer does not quote a price/rate as per instructions, his tender shall be summarily rejected.



- 1.8.3 The tenderer must ensure that tender documents shall be submitted on line through class 3 Digital Signature only. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID and password in [www.ireps.gov.in](http://www.ireps.gov.in) through IREPS portal.

## 1.9 **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. Tenderers are advised not to make any corrections, additions or alterations in the in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.

## 1.10 **Earnest Money (Bid Security)**

**Bid Security Declaration:** I/We, M/s (Name of bidder) am/are aware that I/We have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration. I/We understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the

same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/We i.e., the bidder shall be banned from submission of bids in any Works / Service Tender issued by Indian Railways/DFCCIL for a period of 12 months from the date of such banning done on e-platform IREPS.

## 1.11 **Period of validity of the tender:**

- 1.11.1 The tender shall remain valid for the period 120 days after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
- 1.11.2 Notwithstanding the above clause, Employer may solicit the tenderer's consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

## **Submission of Bids**

### 1.12 **Deadline for submission of tender**

- 1.12.1 The tender documents shall be submitted in online mode through website [www.ireps.gov.in](http://www.ireps.gov.in) in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of EMD and scanned copy of TDC to be uploaded. Detailed credentials as per the requirement of eligibility criteria in “**Technical offer**” as well as in “**Financial offer**” are to be uploaded. **Bids are required to be submitted only by online**

mode through e-tendering web site (IREPS portal) using Digital Signature class 3 for signing the documents.

- 1.12.2 A tender received without on line to Employer is liable to be rejected.
- 1.12.3 Tender document fees received after opening of the tender shall be rejected.

### **1.13 Withdrawal of tender**

No tender can be withdrawn after submission and during tender validity period.

- 1.13.1 Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

### **1.14 Submission of tender/bid:-**

- 1.14.1 The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned -
  - a) Forwarding letter of the tenderer.
  - b) Documents to be submitted as per required documents
  - c) Scanned copy of tender document fees.
  - d) The Bill of Quantities with prices quoted as mentioned.
- 1.14.2 Tender document fees shall be deposited in DFCCIL account and proof of transaction along with transaction ID to be scanned and uploaded along with Tender document.

### **1.15 Bid opening and Evaluation**

- 1.15.1 **Opening of the Tender:-** Tenders will be opened on line at the address mentioned in “Notice Inviting Tender” in presence of tenderer(s) or authorized representatives of tenderer(s) who wish to attend the opening of tenders.

The sequence of opening shall be:

- i) Bid Security Declaration
  - ii) Technical offer.
  - iii) Financial offer.
- 1.15.2 Tenderer(s) or their authorized representatives who are present shall sign register in evidence of their attendance.
- 1.15.3 Tenderer's name, presence or absence of Earnest Money Deposit(EMD)/Bid Security Declaration, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

## **1.16 Clarification of the tenders**

- 1.16.1 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.

## **1.17 Preliminary examination of bids**

- 1.17.1 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.
- 1.17.2 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. If there is a discrepancy between words and figures, the rate in words shall prevail.
- 1.17.3 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.
- 1.17.4 If a bid is not substantially responsive, it shall be rejected by the Employer.
- 1.17.5 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 tendershall be final and binding.

## **1.18 Evaluation and comparison of tenders**

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

- 1.18.2** 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.

**1.19. Canvassing**

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.

**1.20. 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.

- 1.20.1** 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.

**1.21 Award of Contract**

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

- 1.21.2** 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.

**1.22 Help desk for E-Tendering**

- 1.22.1** For any difficulty in downloading and submission of tender document visit at website [www.ireps.gov.in](http://www.ireps.gov.in). Users can send their queries to the Help desk through E-Mail. E-Mail ID of Help Desk is mentioned on the Help desk page ([helpdesk.eps@cris.org.in](mailto:helpdesk.eps@cris.org.in)). The reply to the query will be sent to the E-Mail ID of the user.
- 1.22.2** Bidder manual and system requirement is available on web site [www.ireps.gov.in](http://www.ireps.gov.in) for necessary help.

FORMAT-I										
DETAILS OF SIMILAR WORKS COMPLETED IN LAST THREE YEARS										
S. N.	Description of the work	Contract No. and date	Date of award of work	Stipulated date of completion	Date of actual completion	Value of completed work (In Lakhs of Rs)	Reasons of delays, if any	Penalty. If any, imposed for delay	Any other relevant information	Remarks
1										
2										
3										
4										
5										

**Note:**

1. Please attach copies of the certificates issued by the client.
2. Only those works shall be considered for evaluation for which copies of the Certificates issued by the client are attached.

FORMAT - II				
ANNUAL TURNOVERS FOR THE LAST 3 YEARS				
S.N.	YEAR	Turnover from similar nature of works (In lacks of Rs)	Turnover from all sources (In lacks of Rs)	Remarks
1				
2				
3				
4				
5				

**Note:**

1. Please attach certified/attested copies in support of which the attested certificate from Employer/Client, TDS certificate/Audited Balance Sheet/P&L Account duly certified by Chartered Accountant etc.

**FORMAT-III**
**DETAILS OF ONGOING WORKS**

S. N.	Description of the work	Name and address of Employer	Contract No. and date	Date of award of work	Stipulated date of completion	Value of work as per order (In Lakhs of Rs)	Value of work completed so far (In Lakhs of Rs)	Anticipated date of completion of work	Any other relevant information	Remarks
1										
2										
3										
4										
5										
6										
7										
8										
9										

**Note: 1. JVs shall not be considered.**

## **(SPECIAL CONDITIONS OF CONTRACT)**



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

**1.2.1 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/Tundla unit have jurisdiction from Bhaupur to Khurja with its CGM/Tundla unit at Agra.

**1.2.2 Definitions**

**1.2.2.1** 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 in administrative in-charge of the project in charge of APL-1 section (Bhaupur –Khurja) and shall mean and include their successors, of the successor DFCCIL.
- iii) "DEPUTY CHIEF PROJECT MANAGER" shall mean the officer in charge of lot wise or department /S&T/Electrical/Finance wise (Engineering department) of the DFCCIL include their successors of and shall mean and the successor DFCCIL.
- iv) PROJECT MANAGER/ DEPUTY PROJECT MANAGER/ASSISTANT PROJECT MANAGER/JR PROJECT PAMAGER shall mean the officer department wise (Engineering /S&T/ Electrical/ Finance Department) of the DFCCIL and shall mean and include their successors of the success 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.
- xi) “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.
- xii) “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.
- xiii) "ENGINEER OR ENGINEER IN CHARGE" means the Chief General Manager of DFCCIL/ Tundla (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.
- xv) “ACCEPTING AUTHORITY” shall mean the Chief General Manager/Tundla of DFCCIL or any other officer authorized for dealing with the works for the purpose of this tender/Contract.
- xvi) Definitions mentioned in these tender documents elsewhere will be followed. In Case there is an ambiguity in any definition, the decision of CHIEF GENERAL MANAGER /Tundla / DFCCIL regarding the interpretation shall be final and binding.

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

**1.2.3.1** The tenderer(s) are requested to visit the area of work and ascertain himself/ themselves with the proposed works / services, surroundings and prevailing law & order conditions.

### **1.2.4 SCOPE OF WORK -**

**1.2.4.1** The scope of work covers “Hiring of Manpower for Manning and Housekeeping at five TSS (Ibrahimpur, Biruni, Shikohabd, Itagaon& Umari) in New Bhaupur New Khurja section of EDFC for a period of 12 (Twelve) months under CGM Tundla”.

**1.2.4.2** Place of work- In the jurisdiction of DFCCIL, New Bhaupur – New Khurja section under CGM Tundla and OCC at Allahabad. The work shall be executed under supervision of authorized representative of CGM/TDL, GM/EL/TDL or PM/EL/TDL. If required by DFCCIL any other station/Site may be included under Schedule of work and no additional charges shall be given for this.

### 1.2.5 TIME SCHEDULE

#### 1.2.5.1. TIME OF START AND COMPLETION

1. The completion period for said work is **12 (Twelve) months**.
2. The Contractor shall be expected to mobilize the man power as per instruction received from competent authority of DFCCIL to start the work.
3. If the Contractor fails to provide manpower at each TSS as per the awarded work within 15 days, DFCCIL shall without prejudice to any other right or remedy, be at liberty to forfeit the full Earnest Money Deposit and retention money along with Performance Guarantee of the Contractor.

#### 1.2.6 Contractor's Staff :

1. First the contractor personal should report to concerned officers (DPM/APM) for technical scrutiny and verification of educational qualifications and obtained the competency certificate to perform the duty as TSS/Operator.
2. Duty hours in each shift shall be of 8hrs duration, the shift hours will be fixed by site supervisor with the approval of sectional-in-charge.

##### 1.2.6.1 Qualification of the contractor's Personnel for PSI operator:

1. **Supervisor In-charge (Highly Skilled):**  
He should have minimum qualification & experience as details given in table under Para 1.2.6.1(a) below.
  2. **Technicians/Operator (Skilled):**  
They should have minimum qualification & experience as details given in table under Para 1.2.6.1(a) below.
  3. **Helpers/Housekeeping staff (Un-Skilled):**  
They should have minimum qualification & experience as details given in table under Para 1.2.6.1(a) below.
- (a) The contractor shall ensure the required minimum educational qualifications & experience for his deployed Supervisors, Technicians and Helpers as tabulated below:

EDUCATIONAL QUALIFICATION
<p><b>Staff Qualification: Following stipulation are made:-</b></p> <p><b>Supervisor staff:</b> The supervisory staff posted by the contractor should at least be Diploma (with 3years experience in substation operation not less than 25 kV)/Degree holder (with 1years experience in substation operation or maintenance work not less than 25 kV) in electrical Engineering discipline <b>OR</b> should have worked at the supervisory level (SSE/JE of PSI) as relevant in Railway for a minimum period of 5 years. He should be aware of all safety precautions.</p> <p><b>Technician:</b> The technician posted by the contractor should at least be ITI holder <b>AND</b> should have worked as OHE/PSI technician in Railway for a minimum period of 2 years <b>OR</b> worked as Substation Operator not less than 25 kV of any Central, State govt. or Public/ Private sector for a minimum period of 2 years. He should be aware of all safety precautions.</p> <p><b>Helper/Housekeeping staff (unskilled):</b> Staff deployed by the contractor for carrying out housekeeping work of TSS, should at least be High school pass and should have worked in any OHE/PSI depot in Railway or any other substations of voltage level not less than 25 kV. He should be aware of all safety precautions. He should at least have the knowledge of current and voltage of 25 kV level.</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. Photostat copies above educational qualification Certificates shall be attested by any Gazetted Rank officer in Central /State Governments.</li> </ol>

- |  |
|--|
| 2. The certificate of experience shall be countersigned by tender signing authority of the subject tender. |
|--|

**(b) Training to the contractor's personnel:**

All the personnel desired to be deputed for this work including supervisors have to undergo a scrutinizing test, and Candidates found suitable will be finally put on job. The suitable candidates will be given an Identity card and a competency certificate valid for a period of currency of contract which they have to keep with them while on duty and for their movements in the DFCCIL workspots.

The contractor will be required to obey faithfully the instructions of the DFCCIL's site in-charge, supervisor, TPC & CTPC and ensure the safety of traffic at all times. In the event of any train accident at the site of the work established in the departmental enquiry to have been caused due to disregarding and negligence on the part of the contractor on the procedure of the execution of the work as set forth hereinafter or any other instructions given by the Engineer or his representative the contractor will be liable to pay the actual cost of damages attributable to the contractor as liquidated damages as assessed by the Engineer.

**(c) Medical fitness certificates:**

All such selected staff of contractor shall medically fit for Railway's working circumstances round the clock. The contractor's personnel shall be healthy, physically fit, eye sight normal with spectacles, BP/Diabetes etc., disabling / debilitating diseases controllable by drugs, no contagious/ infectious diseases, generally good physique.

**(d) Police verification:**

The contractor shall ensure police verification for all the staff deployed by him against subject work and to certify to the DFCCIL administration that the **“staff is free from criminal record”**.

**(e) Commencement of work at field:**

The contractor shall commence PSI equipment operation work at field within 15 days from obtain a letter from competent authority of DFCCIL duly stating actual date of commencement of subject work and accordingly the completion period of contract (Twelve months) will be reckoned.

**(f) Subletting of Contract:**

The contractor shall not assign/sublet the contract in the interest therein or the part thereof to any other party or partner(s) without the consent of the DFCCIL.

**(g) Photo Identity Cards ,Uniform & PPE equipments to the Contractor Staff Deployed:**

The deployed staff should be taken on duty after approval of DFCCIL and necessary photo identity cards of the staff deployed shall be issued by the contractor duly attested by the DFCCIL In-charges. The Contractor shall submit a list of suitable persons to be deployed for subject manning and housekeeping work.

The personnel who are found to be qualified and suitable in the scrutiny by representative of CGM/TDL of the respective depot shall only be allowed to work. However, the contractor shall be solely responsible for the conduct of the personnel deputed by him for the work.

The contractor shall arrange Identity cards valid only for a period of currency of contract for the suitable persons whom they have to keep with them while on duty and for their movements in the DFCCIL work spots.

The age of the contractor's personnel deputed for duty should be more than 18 years and less than 58 years as on date of commencement of work.

**UNIFORM:** Orange colour dungaree / allover with Retro reflective bond of min 2” width to be provided. Contractor will ensure minimum 3 uniforms for staff so that the staff are always in their protective uniform at work. The uniform shall bear Logo & Name of the Contracting Agency.

The contractor's staff shall not carry or display or exhibit any kind of advertisement on his person at DFCCIL/Railway premises.

The contractor's personnel should have knowledge of Local language Hindi / English for speaking/writing.

The contractor's personnel should not carry any unauthorized/dangerous/explosives in the complex and should not consume alcohol/intoxicating drugs etc. during duty hours.

These staff should reside close to the Traction Substation or OHE depot for easy approach during emergencies. Residential addresses and phone numbers of specified staff should be made available with Traction Power Control and relevant OHE depot.

The DFCCIL reserves the right to ask the contractor to remove any contractor's personnel from duty without assigning any reason whatsoever. The decision of DFCCIL's competent authority will be final and binding on the contractor.

Any changes in the list shall be done with prior approval of DFCCIL authority.

#### **1.2.6.2 Safety during operation at TSS :**

The contractor shall ensure the safety of all the staff provided for operation of TSS equipment. In case of any injury or accident the contractor is liable for their compensation, DFCCIL will not take any responsibility to the contractor's provided labour.

- (a) Communication facilities (cell phones) shall have for all the operator, housekeeping staff and supervisors by 24x7 hrs.
- (b) Contractor shall provide for transportation to his staff by road/train for attending the duty at designated places.
- (c) The arrangement for the stay of the contractor's staff shall be made by the contractor at his own cost.
- (d) Safety precautions to be followed as per safety plan/ operation and maintenance manual.
- (e) The contractor shall have to take all precautions to prevent possible electrical accidents due to proximity to all the POS equipments always in live condition.

#### **1.2.6.3 Depot at Site:**

- i. The Purchaser has established Integrated maintenance depot (IMD) and Integrated maintenance Sub depot (IMSD) at various stations and Traction substation (TSS), Sectioning and Paralleling Post (SP) and Sub Sectioning and Paralleling post. Any theft or loss of tools from and depot or POS location are issued to contractor personal, shall be recovered from the Contractor.
- ii. **Security to Purchaser's TSS:** In addition to the TSS operation work, contractor's personal shall provide the security of all the instrument installed at TSS. Any miscreants should inform on duty TPC, sectional in-charge, and DFCC security personal.

#### **1.2.6.4 Knowledge of Rules and Sectioning:**

1. All contract staff shall be fully conversant with the "Rules & Safety Procedures" while working on POS installations as laid down in operation and maintenance manuals.
2. Competency certificates for working in 132/2X25kV electrified areas will be issued by

DFCCIL as per the scope of work.

3. Safety precautions to be followed as per safety/maintenance manual.

#### **1.2.7 Right to Alter the Scope of Work:**

The Employer reserves the right “to alter the scope of work”.

- 1.2.7.1 The General conditions of Contract governing the performance of the works covered by this tender are the “General conditions of Contract (July-2014)” of the Engineering Department of the DFCCIL and its amended/ correction slip. A copy of the book-let incorporating the above “General Conditions of Contract (July-2014)” may be perused in the Office of CGM/TDL of respective division.s**

- 1.2.7.2 If there is any conflict between “Special conditions” and “General conditions of contract”, the conditions laid down in “Special conditions” will be sustained.**

#### **1.2.7.3 Inspection:**

Quality of schedule operation and upkeeping and other works carried out by the contractor are subject to periodical inspections by Purchaser’s Engineers of various levels as per the schedules laid down by DFCCIL. Any shortfall in the quality of work shall be subject to penalties/Recoveries as per prevailing conditions.

#### **1.2.7.4 DEDUCTION OF INCOME TAX ATSOURCE:**

In terms of new section 194-C inserted by the finance act 1972,in the income tax 1961, the DFCCIL shall at the time of arranging payments to the contractor for carrying out any work (including supply of labour for carrying out any work) under the contract, be entitled to deduct income tax at source on income comprised in the sum of eachpayment.

#### **1.2.7.5 DEDUCTION OF TAX ATSOURCE:**

All statutory and govt. charges will be deducted at source in effect from time to time.

#### **1.2.7.6 Legal Charges:**

A fee of Rs. 200/- per legal document, like partnership deed or power of attorney executed before or after the execution of the contract, will be recovered from the contractor for obtaining legal Advice from Law Officer.

#### **1.2.7.7 Completion of Work :**

The contractor shall commence the work as specified in Para 4 of “**Scope of the work and Special conditions**” and shall complete the work in all respects as specified in tender details.

- 1.2.7.8 The DFCCIL attach utmost importance to the timely completion of the work on or before the date contracted for. In this connection, the attention of the contractor is specially invited to the clauses regarding 'Liquidated damages' and termination of contract owing to default of contractor provided for in General Conditions of Contract.**

#### **1.2.7.9 Guarantee:**

- (i) The successful bidder should give a performance guarantee in the form of irrevocable bank guarantee amounting to **3%** of the contract value. This should be furnished after the letter of acceptance but before signing of the agreement and should be valid as specified in the General condition of Contract.



- (ii) Since it is for manpower at Traction substation, the contractor shall guarantee satisfactory working of the operation of POS equipment by him upto the satisfaction of engineer in charge. This being manning for operation of POS equipment contract warranty after completion period not applicable. During the period of guarantee contractor shall keep available for operation and housekeeping of TSS.

#### **1.2.7.10 INSURANCE:**

The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor or the purchaser at common law or under any status in respect of accidents to person who shall be employed by the contractor in or about the site of the contractor's office for the purpose of carrying out the works on the site. The contractor shall also take out and keep in force a policy or policies of insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the purchaser and if he so requires in his name.

#### **1.2.8 VARIATION IN CONTRACTQUANTITIES:**

The DFCCIL reserves the right to alter the designs and drawings. If due to change of drawing or design or any other reasons, there be variations, either increase or decrease in quantities, payment will be made only for the actual quantities executed at the accepted rates. If there be sufficient cause the DFCCIL may grant extension of the date of completion suitably. Such circumstances shall in no way affect or vitiate the contract or alter the character thereof, or entitle the contractor to damages or compensation thereof except as provided for in this contract.

- (I) Quantity variation for individual item and overall quantity in excess of  $\pm 25\%$  will be dealt as per prevailing SOP rules of DFCCIL on the date of tender opening date.
- (II) In all matters of dispute, the decision of the tender accepting authority shall be final and binding.

#### **1.2.9 PRICE VARIATIONCLAUSE:**

No price variation will be applicable in this work.

#### **1.2.10 RETENTION MONEY:**

Retention money for all contracts shall be recovered from on account/ final bills of the Contractor at 10% of gross value of each bill after adjusting EMD amount till the amount so recovered including EMD amount adds up to 5% of the contract value of the work etc. variation and extra work.

No interest shall be payable to the Contractor on the amount towards retention money.

#### **1.2.11 RELEASE OF RETENTION MONEY:**

1. The Retention Money shall be released to the Contractor after preparation of final bill and acceptance of the same by the Contractor after the physical completion of service period based on the completion Certificate issued by the competent authority stating that the contractor has completed the service period in all respect satisfactorily.
2. If requested by the Contractor, 50% of the Retention money may be released on deduction of retention money reaching 5% of the contract value against submission of Bank Guarantee for an equivalent amount by the Contractor in the prescribed Performs from any scheduled Bank. This Bank Guarantee shall be kept valid till the period of three months beyond the expiry of Defect Liability Period. Fixed Deposit Receipt (FDR) from a scheduled bank endorsed in favour of the Employer can be submitted by the Contractor in lieu of the Bank Guarantee for release of 50% Retention Money. In case of the requirement,

the Bank Guarantee/FDR shall be extended by the contractor, for the period as directed by the Engineer/Employer.

#### **1.2.12 PERFORMANCE BANK GAURENTEE :**

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (Thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (Thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (Thirty) days, i.e. from 31<sup>st</sup> 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 Earnest Money Deposit and other dues, if any payable against that contract. The failed Contractor shall be debarred from participating in re-tender for that work.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 3% 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) Deposit in the Post Office Saving Bank;
  - (vii) 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 of CGM/TDL/DFCCIL/Agra (free from any encumbrance) may be accepted.
- (c) 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 upto 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.
- (d) The value of PG to be submitted by the Contractor will not change for variation upto 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 3% (three percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 3% (three percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with Railway/DFCCILs, shall be returned to Contractor as per his request duly safeguarding the interest of Railway/DFCCILs
- (e) 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.

- (f) 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.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the Contractor to pay DFCCIL any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
  - (iii) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

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

#### **1.2.13.1 Penalties**

**A) Recovery due to shortfall in staff per Supervisor, Skilled / Un-skilled staff:**

The staff should be available 24 hours X 7 days of the week. The contractor should ensure the availability of all time operator at TSS. The deployed staff should give their attendance to the TPC (Traction power controller) before leaving the TSS. No staff should leave the work site without intimating the DFCCIL's representatives i.e. TPC. Failing to do so will be treated as absent.

In case of absentee of staff, the contractor should ensure the suitable replacement to smooth operation. If the contractor fails to provide the suitable replacement a penalty of **1200/- per day of Supervisor and 700/- per day Skilled / Un- skilled staff** to deducted from contractor's monthly bill.

**B) Recovery Due To Poor operation / Fail to Provide Power Block:**

If breakdown occurs due to operation mistake, if unnecessary Train detention occur proved in joint findings a penalty of **Rs.20,000/- on flat rate basis per occasion. For detention less than or more than hour, penalty shall be imposed on pro-rata basis.**

**C) Recovery due to wrong operation of equipment:**

On duty contractor personnel shall follow the instructions of DFCCIL TPC on duty for the operation of PSI installations. If the contractor personnel perform any wrong operation of equipment, a penalty of **Rs.5,000/- per occasion, if there is no operational delay and no financial repercussion.** However, if there is any financial repercussion, in that case, penalty will in consonance with the loss as approved by tender accepting authority. Also, if the train services are affected particular operator shall be debarred from duties against subject agreement in addition to levy of penalty.

The cost of the damages/loss, if any, caused due to the negligence/fault of the contractor's

personnel, to the DFCCIL property shall be recovered from the contractor. The recovery shall be made inclusive of all contingencies by the DFCCIL.

**D) Recovery due to contractor's personnel is found without Identity card:**

If the contractor's personnel is found without Identity card, found in untidy condition, having improper conduct, found not obeying the instructions of TPC or Sectional in-charges or any other officials of DFCCIL, a penalty of **Rs. 500/-** shall be levied and recovered from Contractor's bill for each such instance. If such deficiencies are found to be more than 5 in a month, it may be a ground for termination of the contract. Also, the contractor's personnel shall be dealt according to the DFCCIL rules in force from time to time.

**F) Recovery Due To fails to return unutilized DFCCIL supply materials:**

The material issued to the deployed staff for minor maintenance/replacement of PSI installation and CRP LEDs and released T&P should be handed over to the depot in-charge at depot premises after completion of day's work. **If the contractor fails to return such materials, the cost of such materials will be recovered at twice the book rate or twice the market rate enhanced.**

**G) Recovery Due To state of Intoxication**

While working, contractor's personnel should not smoke or consume any alcohol / liquor or be in a state of intoxication. In case if it is noticed any time that they are either smoking or under influence of intoxication, penalty of **Rs. 10,000/- per occasion per incident** shall be imposed to the contractor and the particular contractor's person shall not be allowed to duties further period of contract.

**The penalties as mentioned above may be imposed simultaneously.**

**1.2.14 FORCE MAJEURE CLAUSE:**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) hastaken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**1.2.15 SETTLEMENT OF DISPUTES - DFCCIL ARBITRATION RULES**

**1.2.15.1 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 CGM/TDL /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.

### 1.2.15.2 Demand for Arbitration:-

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.
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.
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 New Delhi
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.
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 DFCCILs/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.

### 1.2.15.3 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.

### 1.2.15.4 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 .  
  
ii). In cases not covered by the above clause, the Arbitral Tribunal shall consist of a

Panel of three 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.

**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).

**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.

**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.

- a.**
- 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.
  - 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.
  - 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.

**1.2.15.5** In case of the Tribunal, comprising of three Members, any ruling onaward 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.

**1.2.15.6** 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.

**1.2.15.7** 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.

**1.2.15.8** 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.

**1.2.16 ORDER OF PRIORITY OF CONTRACT DOCUMENTS:**

The documents forming the Contract agreement are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- i) The Contract Agreement.
- ii) Letter of Acceptance.
- iii) Form of bid
- iv) General Information
- v) Notice Inviting Tender ( with Annexes )
- vi) Instructions to Tenderers
- vii) Special Conditions of Contract
- viii) Annexures
- ix) Bill of Quantities (BOQ)
- x) General Conditions of Contract

**1.2.17 Jurisdiction of Courts:**

In case of any disputes/differences between contractor & DFCCIL the jurisdiction shall be of Agra Courts only.

**1.2.18** In case of any deviation in downloaded copy of the tender documents, the Master Copy kept in the office of Chief General Manager/TDL/ DFCCIL, will prevail and the interpretation of CGM/ TDL will prevail.

**1.2.19 ELECTRICAL CONTRACTOR LICENSE:**

**Contractor must have valid Class-‘A’, Electrical Contractor License issued from appropriate government authority to execute mentioned works.**

**1.2.20 Updation of Labour Data on Railway’s Shramikkalyan Portal:**

- A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways/DFCCIL’s General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website

“www.shramikkalyan.indianrailways.gov.in”. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of portal shall be done as under:

- a) Contractor shall apply for one-time registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor’s registration on the portal within 7 days of receipt of such request.
  - b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
  - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA)/Contract Agreement on shramik kalyan portal within 15 days of issue of any LOA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
  - d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
  - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. While processing payment of any ‘On Account Bill’ or ‘Final Bill’ or release of ‘Advance’ or ‘performance guarantee/Security deposit’, Contractor shall submit a certificate to the Engineer or Engineer’s representative that “I Have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramik kalyan portal at ‘www.shramikkalyan.indianrailways.gov.in’ till-----Month-----Year.”



**PART -I****CHAPTER -III****PRICES AND PAYMENT****1.3.1 SCOPE**

This chapter deals with prices to be paid for hiring of manpower for manning and housekeeping of traction power supply. Amounts payable in accordance with accepted schedules of prices and rates and terms and conditions of payment mentioned herein. This is a service contract. The total prices for the completed services are the actual prices payable to the Contractor as per the terms and conditions of the contract.

**1.3.2 SCHEDULE OF PRICES**

- (a) The unit rates given in schedule of rates for service in tender papers are considered (as per minimum wages act) for construction and maintenance activity published by Govt. Of India Ministry of labour and employment office of the Chief Labour Commissioner (C) noticed dated 23.04.2021 , F-no 1/20/(3)2020-LS-II. The tenderers are required to quote uniform percentage at par / above against the total estimated cost of work. The actual payment to be made against any item of schedule of rates, shall be derived after loading the schedule of rates with the tenderer's quoted percentage. The prices so obtained shall be the unit prices for the various items of schedule given in schedule of rates.

(b) **PAYMENT TERMS**

The Contractor will have to maintain the log register in prescribed format duly verified by DFCCIL site incharge. The billing will be done monthly at the end of every month on production of bills by contractor. Payment will be made after verification by DFCCIL representative. Complete details regarding GST registration number, PAN No, Bank detail should be printed on Contractor's Bill.

(c) **Provisions of Payments of Wages Act:**

The contractor shall comply with the provisions of the payment of wages Act 1936 with its latest amendments if any and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works.

(d) **Wages to Labour:**

1. The contractor shall display of notices in English and Hindi/local vernacular language in the workplace and other wise make all workers aware regarding the minimum rates of wages fixed, hours of work, wage period, abstract of laws & rules made there under, date & place of payment, Name, address & contact details of the Labour Enforcement Officer.
2. The contractor shall maintain the Register of Muster Roll, Register of Wages, Register of Fines, Register of deductions for damages/loss, Register of Overtime at the workplace in the prescribed formats under the law.
3. The contractor shall issue monthly wage slips to all workers showing the details of the gross wages, deductions if any and the net wages.
4. The Contractor shall submit Annual Return in the prescribed form to the concerned Labour Enforcement Officer.

- (e) **Proof of Payment of Wages:** Bank remittance of salaries of all the contractor's workers and to produce the documents to the effect to Railways/DFCCIL for claiming monthly bills.
- (f) **Weekly Rest:** The contractor shall also provide weekly rest on staggered basis to all workers and comply with all other provisions of the law.
- (g) Any dispute regarding labour deployment as per LABOUR ACT i.e. payment, weekly rest, extra work, leave, medical benefit, VDA or any other claim of deployed labour should be set right by the contractor. DFCCIL will not responsible for the same.

### **1.3.3 Taxes and Duties:-**

Unless otherwise provided in the contract documents the contractor shall secure and pay for all permits, Government fees and Licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contracts tax, local tax and other Government tax except service Tax/ GST. 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, octroi etc. Further DFCCIL shall not own any claim out of any increase in any of the prevailing statutory duties, taxes, levies, octroi etc. At the time of quoting / tendering contractor should bear the above facts in mind.

### **1.3.4 Levy of services Tax/ GST:-**

- a. Services Tax/ GST, as admissible shall be paid extra as applicable on submission of proof of depositing the same to the concerned Govt. Authority. Any modification in tax provision in future by Govt. will be binding on the contractor and DFCCIL with immediate effect
- b. Service Tax registration certificate/ GST Registration number should be provided by the contractor to DFCCIL & registration number must be mentioned in each invoice.

### **1.3.5 MODE OF PAYMENT:**

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

### **1.3.6 TAXES:**

- (a) The Contractor and all personnel employed by him shall pay such taxes like income tax as are payable under statutory laws of India and the Purchaser will not accept any liability for the same.
- (b) Deduction of income tax at source as per provision of finance act and income tax act in force may be made from the Contractor/sub-Contractor and the amount so deducted may be credited to the Central Government.
- (c) Tenderers will examine the various provisions of the Central Goods and Services Tax Act 2017 (CGST) goods and Services Tax Act, 2017 (IGST)/ Union territory Goods and services Tax Act, 2017 (UTGST)/ respective state's State Goods and Services Tax Act (SGST) also as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (d) 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 railway 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.

(e) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

#### **1.3.4 RELEASE OF PERFORMANCE GUARANTEE:**

The Performance Guarantee (PG) shall be **released after physical completion of the work** based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

#### **1.3.5 RELEASE OF SECURITY DEPOSIT:**

Security Deposit shall be returned to the Contractor after the following:

- (a) Final Payment of the Contract as per relevant GCC clause and
- (b) Signature of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Contractor and
- (c) Issue of Maintenance Certificate on expiry of the maintenance period as per relevant GCC clause.

#### **Forfeiture of Security Deposit:**

Whenever the contract is rescinded as a whole under relevant GCC clause , the Security Deposit already with Railways/DFCCIL under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under relevant GCC clause , the Security Deposit shall not be forfeited.

No interest shall be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited, will be payable with interest accrued thereon as per relevant GCC –Clause.

#### **1.3.6 RATES FOR ITEMS OF WORKS:**

(i) The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway/DFCCIL, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties of or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but

within the original date of completion/date of completion extended under relevant GCC clause and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

PRICE VARIATION CLAUSE in Works Contracts is dealt with in accordance with provisions of **GCC July 2014 with latest amendments & correction slips.**

As per Railway Board's letter no. 2017/Trans/01/Policy dated 08/02/2018, **Since, the Cost of advertisement value of this tender is less than Rs 5 crore, so PVC will not be applicable.**

**1.3.7 Maintenance of Works:** The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway/DFCCIL or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

**1.3.7.1 Certificate of Completion of Works:** As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. 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 Railways/DFCCIL against the contract concerned.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

**1.3.7.2 Contractor not Absolved by Completion Certificate:** The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the

drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

**1.3.7.3 Final Supplementary Agreement:** After the work is completed and taken over by the Railway/DFCCIL as per terms and conditions of the contract agreement or otherwise concluded by the parties with mutual consent and full and final payment is made by the Railway to the Contractor for work done, and there is unequivocal no claim on either side under the contract, the parties shall execute the final supplementary agreement annexed as **Annexure IV.**

**1.3.8 Approval only by Maintenance Certificate:** No certificate other than maintenance certificate referred to in relevant Clause of GCC of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

**1.3.8.1 Maintenance Certificate:** The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period.

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. 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 Railways/DFCCIL against the contract concerned.

**1.3.8.2 Cessation of Railway's/DFCCIL's Liability:** The Railway/DFCCIL shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

**1.3.8.3 Unfulfilled Obligations:** Notwithstanding the issue of the Maintenance Certificate the Contractor and the Railway/DFCCIL shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

**1.3.8.4 Final Payment:** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the accepted schedule of rates and for extra works on rates determined shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway/DFCCIL in respect of the works or having delivered No Claim Certificate. and the Engineer having after the receipt of such account given a certificate in writing that the whole

of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway/DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

**1.3.8.5 Post Payment Audit:** It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

### **1.3.9 PRODUCTION OF VOUCHERS ETC BY THE CONTRACTOR:**

- (i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc, if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company, the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.
- (iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

### **1.3.10 LABOUR:**

**1.3.10.1 Wages to Labour:** The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act”) and the Rules made there under in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

**1.3.10.2 Apprentices Act:** The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

**1.3.10.3 Provisions of Payments of Wages Act:** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

**1.3.10.4 Provisions of Contract Labour (Regulation and Abolition) Act, 1970:**

- (1) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- (2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.
- (3) The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.



- (5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Electrical Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

**1.3.10.5 Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:**

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

**1.3.10.6** Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- (a) Contractor shall apply for one time registration of his company/firm etc. in the **Shramikkalyan portal** with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.

- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (f) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at '[www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in)' till \_\_\_\_Month, \_\_\_\_Year."

**1.3.10.7 Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":**

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

**1.3.10.8 Reporting of Accidents:** The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangements to render all possible assistance.

**1.3.10.9 Provision of Workmen's Compensation Act:** In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

**1.3.10.10 Provision of Mines Act:** The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.

### 1.3.11 DETERMINATION OF CONTRACT:

**1.3.11.1 Right of Railway/DFCCIL to Determine the Contract:** The Railway/DFCCIL shall be entitled to determine and terminate the contract at any time, should in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof.

**1.3.11.2 Payment on Determination of Contract:** Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways/DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's/DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.

**1.3.11.3** The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

**1.3.11.4 Determination of Contract owing to Default of Contractor:** If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed program of work by a margin of 10% of the stipulated period, or
- (ix) Fail to execute the contract documents.
- (x) Fails to submit the documents pertaining to identity of JV and PAN. Form available in the Regulations for Tenders and Contracts.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected.
- (xii) Fail to take steps to employ competent or additional staff and labour as required.
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required.



(xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway/DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.

(xv)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired Engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways/DFCCIL for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

(xv)(B) Fail to give at the time of submitting the said tender:

(a) The correct information as to the date of retirement of such retired Engineer or retired officer from the said service, or as to whether any such retired Engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or

(b) The correct information as to such Engineers or officers obtaining permission to take employment under the Contractor, or

(c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired Engineer or a retired officer, or

(d) Being in incorporated company, correct information as to whether any of its directors was such a retired Engineer or a retired officer, or

(e) Being such a retired Engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired Engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor.

(f) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer then and in any of the **said Clause**, the Engineer on behalf of the Railway/DFCCIL may serve the Contractor with a notice in writing to that effect and if the Contractor does not within seven days after the 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 directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice should be issued.

**Note:** Engineer at his discretion may resort to the part termination of contract with notices, only in cases where progress of work is more than or equal to 80% of the original scope of work.

**1.3.11.5 Right of Railway/DFCCIL after Rescission of Contract owing to Default of Contractor:** In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:

(a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

(b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract 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.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

(c) In the contract rescinded in part or parts,

(i) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.

(ii) The Security Deposit of part terminated contract shall be dealt as per relevant clause of GCC.

(iii) The defaulting Contractor shall not be issued any completion certificate for the contract.

(iv) 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.

(v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

(d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

(e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

## PART – I

### CHAPTER- IV

#### SCOPE OF WORK & EXPLANATORY NOTES

##### 1.4.1 Scope of Work :

The scope of work covers “Hiring of Manpower for Manning and Housekeeping at five TSS (Ibrahimpur, Biruni, Shikohabd, Itagaon& Umari) in New Bhaupur New Khurja section of EDFC for a period of 12 (Twelve) months under CGM Tundla”.

#### PARTICULARS OF SCHEDULE OF ITEMS

<b>Sch. 1</b>	Manning of TSS
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The manpower shall operate the Circuit Breaker, Isolator and all other instrument as per instruction and guidance of TPC/OCC/Allahabad and perform Power Block activity. Keep maintain all the register, and maintain the readings of all the major instrument round the clock.

<b>Sch. 2</b>	Regular House Keeping of TSS.
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The manpower shall be provided for proper up-keeping of the TSS. They shall be responsible for stacking of the material in the TSS, removing vegetation from TSS yard, general cleaning of control room and other work assigned by the employer. He should not operate any equipments in any condition.

##### 1.2.5 Explanatory Notes:-

###### 1. Schedule 1 – Manning of TSS

**This item includes round the clock availability of operators for manning of 132KV/2X25KV Traction Sub-stations (TSS) by suitable persons. Operation of all the equipment of TSS along with minor repair works will be the responsibility of the contractual staff. Following are the minor works:-**

1. Replacement of defective LED, indication lamps of relay panel, ACDB & DCDB panel.
2. Battery maintenance distilled water topping work.
3. Replacement of HRC fuse and rotary switch of ACDB, DCDB and control and relay panel.
4. Provision of naphthalene balls at control and other equipment supplied by DFCCIL.

###### **A. Duties of operator (manning) staff –**

1. He should go through the instructions/messages written in handing over charge/Taking over charge register before taking over charge of duty.
2. He should check the condition of all indication lamps and status of equipment.
3. He should obtained the HT meter readings if any such as KWH,KVAH,KVARH,MD,PF etc from the supply authority meters at 00-00Hrs daily and convey to on duty TPC.
4. He should check the counter reading of Equipment and relays at 00-00Hrs daily.

5. He should record the Transformer current, bus voltage, Feeder Voltage, Capacitor current, WTI, OTI, Ambient temperature, Gas Pressure and Air pressure of equipment's every hours in daily log sheet. Daily log sheet shall be arranged by the quotationer.
6. He should record the time of CB tripping, 132KV supply failures and the feed extensions in concerned register.
7. He should check the Trickle/Boost current, Voltage of Battery charger.
8. He should neatly clean the battery cell surfaces daily.
9. He should check the condition of equipment for any abnormality such as heating of terminal connector, bus splice, bus connectors, un-usual sound, sparking ect. If any abnormality noticed shall be informed immediately to the on duty TPC and act accordingly.
10. He should check the oil level in conservator tank of Transformer, leakage of oil from the Transformer, CT, PT and ATs and to be informed immediately to the on duty TPC and act accordingly.
11. He should check the of safety equipment such as Fire extinguisher, Fire buckets with sand etc.
12. He should check the functioning of telephones provided.
13. He should operate the equipments as per instructions of TPC on duty.
14. He should check the safe custody of T & P items and other stores kept at TSS.
15. He should clean the control panel and equipment provided at control room.
16. He should carry out minor repairs under guidance of in-charges of TSS.
17. He should switch on & off of Yard lights, pump at TSS.
18. He should follow any instructions given by TPC & In-charges of TSS.
19. He should look after any other duty assigned by In-charges of TSS.
20. He should register all incoming and outgoing calls on register.
21. Do not allow un-authorized staff into the sub-station.
22. Do not allow co-staff to operate the control panel/equipment without his knowledge.
23. Ensure communication facilities are in working order. If any defect noticed, report to CTPC/TSS in-charges.
24. Check all safety items/equipment, such as discharge rod, hand gloves, Helmets, safety belts for sound condition.
25. Ensure firefighting equipment for a periodical checking and refilling.
26. Operate the equipment only on instructions of the TPC under clear message duly exchanging PN number.
27. Report any abnormalities noticed to TPC and carry out the operations as per direction of TPC. In case of failure of equipment, such as PT, CT, AT, LA, TM, CB, DM. Isolate the defect equipment under the instructions from TPC duly under power block and permit to work.
28. Check and record the specific gravity & the voltage of Battery, top up with distilled water if necessary. Check and record the charging current so the charging voltage is 120 to 125V.
29. Check the condition of silica gel in breathers of Power Transformer and Auxiliary Transformer, CBs and record and inform to TPC if condition are bad.
30. In case of 132KV power supply failure report TPC immediately to facilitate feed extension. On resumption of 132KV supply, informs TPC and normalizes upon the instructions of TPC.
31. In case of 25KV supply voltage falling below 19 kV/increasing above 27.5 kV inform immediately to on duty TPC for appropriate action.

32. All local operations are done under the instructions of TPC daily, and duly keeping the switches in local condition.
33. During duty hours operator shall bear tight fitting clothes and shoes.
34. During hourly yard checking he shall keep himself alert, 2meter safe distance away from electrical live parts and bear helmet.
35. He shall not attempt to climb a structure, until permission granted by TPC/In-charge and proper earthing and equipped with all safety gears.
36. He shall not carry boom, ladder in standing position in the yard to access the equipment.
37. He shall bear hand gloves for operation of isolator to isolate the faulty equipment after getting the TPC's instructions and exchange of private number.
38. He shall not carry umbrella in yard in any season.
39. Recording of Electrical parameters, events and alarms at TSS and TPC will take status of all equipments of TSS from the manning staff on hourly basis.

## **2. Schedule 2 – Regular House Keeping of TSS**

**This item includes round the clock availability of housekeeping staff at TSS. Following are the minor works:-**

1. Regular cleaning of equipment, installed at traction substations.
2. Cleaning of vegetation in yard.
3. Safe guarding of TSS premises from any unwanted movements of stranger or animals.
4. Time to time checking for ensuring no reptiles are found in equipment box or any other location which create unwanted faults or short circuits.
5. Any other work that does not require excavation or access to the switchyard that can be undertaken without disturbing the operation of the substation.
6. He should not operate any equipment in any condition.
7. He should not climb in any structure on live condition.

### **1.2.6 Manpower deployment:**

- a) The Contractor should provide a Supervisor in-charge who will be overall in-charge and look after traction power supply arrangement of BPUN-KRJN section and also supervise the staff deployed at all five TSS, TSS operators (Three operators at each TSS) for 24X7 in three shift, and one house keeping staff for every day's Housekeeping work at each TSS.
- b) Supervisor in-charge will prepare round the clock operation & failure report of Five TSS and maintain a register for the same and make it available if asked by DFCCIL officials. All communication regarding operation & failure and other miscellaneous will be done by supervisor in-charge only and he is responsible for providing all information of traction power supply arrangement of BPUN-KRJN section.
- c) Supervisor in-charge will prepare the month wise roster of operators for each TSS and submit to TPC on 5days before starting of every month. He should also inform to TPC if any changes of roster duty prior to 1day in advance.
- d) TSS shall be manned round the clock for all days including Holidays & Sundays. Availability of manpower shall be strictly followed, failing of which penalty will be imposed as per contract condition.

- e) Leave and absent of staff shall be managed by the contractor itself. Contractor should have to maintain staff availability 24x7 without fail and suitable replacement will be provided immediately.
- f) Contractor shall provide all the services included in the schedule every day i.e. Monday to Sunday. The contractor at his own cost shall arrange weekly rest, Leave etc. to the manpower engaged by the contractor and the rates shall be quoted accordingly.
- g) DFCCIL shall have the authority to advice the contractor to remove or replace any work man/men whom he consider incompetent unsuitable or harmful.
- h) Operation of all the equipment of TSS along with minor repair works will be responsibility of the contract staff.
- i) All major tools and plants and safety gadgets shall be arranged by DFCCIL. However, contractor staff will carry with them hand tools for carrying out the operations and minor repair works.
- j) The contractor should provide working Mobile no. to all his staff for communication and also submit list of communication number to DFCCIL for 24x7 monitoring and execution of work.
- k) The contractor shall be responsible for any damage of equipments in TSS, including fencing, boundary wall, pipe fitting, cable etc. & will be made good by the contractor at his own cost.
- l) DFCCIL shall be empowered to impose any penalty as deemed fit for violation of any on the safety concern or any other instructions issued by the competent authority in this respect from time to time.

**1.2.7 Suitable reliever:**

Since PSI equipment operation work will be on all days the contractor should arrange necessary relief to the personnel working as per the labour laws from time to time for which no additional payment will be made by the DFCCIL. Each on duty operator should work under the instruction of DFCCIL supervisor in-charges and on duty TPC.

1. If performance of any contractor's staff is not found upto the mark, he should be replaced by suitable person within a week. If the staff is not replaced will be treated as absent and penalty shall be imposed as per conditions of contract.
2. The outsourced person shall at all-time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of DFCCIL.

## (ANNEXURES)

**ANNEXURE – A**

**CERTIFICATION OF FAMILIARISATION**

- A.** I/We hereby solemnly declare that I/We have visited the site of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:
- a) Topography of the Area.
  - b) Availability of manpower.
  - c) Availability of tools and machinery.
  - d) The existing roads and access to the site of work.
  - e) Climatic condition and law & order situation in project area.
- B.** I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising Instructions to the Tenderers, General Conditions of the Contract, Special Conditions, special terms and conditions apart from information conveyed to me/us through various other provisions in this tender document.
- C.** I/We have quoted my / our rates as “Percentage above / at par” of costs as per Schedule of Items Rates and Quantities (BOQ) **in Offer Sheet**, taking into account all the factors given above.

**(Signature of Tenderer/s)**



## ANNEXURE – B

**SUPPLEMENTARY AGREEMENT**

Articles of Agreement made on this ..... in the year ..... and between DFCCIL acting through the Chief General Manager hereinafter called as one party and ..... of the second part.

Where the party hereto of the second part executed an agreement with the party hereto of the first part being agreement No. .... dated ..... for the performance of ..... herein called the principal agreement.

And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on ..... “date last extended” and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part and whereas the party hereto of the first part already made payments to the party hereto of the second part diverse sums from time to time aggregating to **Rs.** ..... including the final bill bearing voucher No. .... dated ..... (the receipt of which is hereby acknowledged by the party hereto of the second part) in full and final settlement of all his claim under the principal agreement.

Now it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement including / excluding security deposit, the party hereto of the second part have no further dues / claims against the party hereto of the first part under the said principal agreement.

It is further agreed by and between the parties that they party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said principal agreement.

It is further agreed and understood by and between the party that in consideration of the payment already made under the agreement the said principle agreement shall finally discharged and rescinded all the terms and conditions including the arbitration clause.

It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and / or shall seems to be nonexistent for all purposes.

Signature of the Tenderer/s

For & on behalf of

Witness of the signatures

Witness .....  
.....

1.

2.

## ANNEXURE-C

**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 NIT 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

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Name

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

ANNEXURE-D

(Guarantee –Bond offered by bank to DFCC in connection with the execution of Contracts) (SD)

GUARANTEE BOND FORMAT  
(To be used by approved Schedule Banks)

1. In consideration of the Employer DFCCIL (herewith called “ The Employer”) having agreed to exempt\_\_\_\_\_ (hereinafter called “The said Contractor(s) from the demand, under the terms and conditions of an Agreement No..... dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the “The Said Agreement “) of **security deposit** for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we , \_\_\_\_\_ (indicate the name of the bank) (hereinafter referred to as “ The Bank”) at the request of contractor(s) do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.
2. We \_\_\_\_\_ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the DFCCIL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DFCCIL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay to the Employer any money so demanded not withstanding any dispute or disputes raised by the Contractor(s)/ Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present is being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharges of our liability for payment hereunder the Contractor(S)/Supplier(s) shall have no claim against us for making such payment.
4. We \_\_\_\_\_ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ the Employer/DFCCIL certify that terms and conditions of the said Agreement have been fully and properly carried

out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the \_\_\_\_\_, we shall be discharged from all liability under this Guarantee thereafter.

5. At any time during the period in which this guarantee is valid the Employer may request for its extension and the Bank will extend this guarantee under the same condition for the required time at the cost of the Contractor.
6. We \_\_\_\_\_ (indicate the name of Bank) further agree with the DFCC that the DFCC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time to time any of the powers exercisable by the DFCCIL against the said Contractor(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the DFCCIL or any indulgence by the DFCCIL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/Supplier(s).
8. We \_\_\_\_\_, (indicate the name of Bank) lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the DFCCIL in writing.

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

Bank Seal Signature of Bank Authorize Official with Seal

Name: -----  
Designation: -----  
Address: -----

Witness:

1. Name:.....  
Designation:.....  
Address:.....
2. Name:.....  
Designation:.....  
Address:.....

ANNEXURE-E

**Format of Bank Guarantee for Performance Security**

Bank Guarantee No. : .....

Dated : .....

To,  
Chief General Manager Tundla  
Mayur Complex, Nagla Padi,  
Near Tulsi Cinema, NH-02  
Agra - 282002

Reference: - Contract No. -----, Awarded on -----

This deed of guarantee made this day of \_\_\_\_\_ Between \_\_\_\_\_ (Name of Bank) having registered office at \_\_\_\_\_ (hereinafter referred to as “Bank”) of the one part, and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the “Client”) of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called “the Contract”) to \_\_\_\_\_ (Name of the Firm/ Consultant) having its registered office at \_\_\_\_\_ (hereinafter called the Firm/ Consultant).

AND WHEREAS the Firm/ Consultant is bound by the said Contract to submit to the Client an irrevocable performance security guarantee bond for a total amount of Rs. \_\_\_\_\_ (Rupees Amount in words).

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

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agrees and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the Employer by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (in words) only.

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

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

We------(indicate the name of bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till at all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by -----

(Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Not with standing anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing , thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

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

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

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

The expression “The Employer”, “The Bank” and “The Contractor” hereinbefore used shall include their respective successors and assigns.

We----- (name of the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. ----  
----- (in words).

- ii) This Bank Guarantee shall be valid up to -----, unless extended on demand by Employer.
- iii) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before-----

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

Bank Seal

Signature of Bank Authorize Official with Seal

Name :-----

Designation:-----

Address :

Witness:

1. Name :..... Designation  
:.....  
Address :

2. Name :.....  
Designation:..... Address  
:.....

**ANNEXURE-F**
**FORM OF AGREEMENT**

(To be executed on requisite value of stamp Papers)

**AGREEMENT**

**THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between, DFCCIL , \_\_\_\_\_ (address).** (Hereinafter called “the Employer/Engineer”) of the one part and \_\_\_\_\_

(name and address of the Contractor) (hereinafter called “the Contractor”) of the other part.

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

**NOW THIS AGREEMENT WITNESSETH as follows:**

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

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

- i) The Contract Agreement.
- ii) Letter of Acceptance.
- iii) Form of bid
- iv) General Information
- v) Notice Inviting Tender ( with Annexes )
- vi) Instructions to Tenderers
- vii) Special Conditions of Contract
- viii) Annexures
- ix) Bill of Quantities (BOQ)
- x) General Conditions of Contract

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

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

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

(Name, Designation and address of the authorized signatory)	(Name, Designation and address of the authorized signatory)
Signed for and on behalf of the Contractor in the presence of:	Signed for and on behalf of the Employer in the presence of:
<i>Witness:</i>	<i>Witness:</i>
1.	1.
2.	2.

Name and address of the witnesses to be indicate.



## **(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 its latest correction slips and amendments issued from Indian Railways.

The General Conditions of Contract July 2014 (Part-II) of the Indian Railways, along with its 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-charge's decision in this connection shall be final and binding.

**(FINANCIAL OFFER)**

Schedule of Rates					
Name of Work: Hiring of Manpower for Manning and Housekeeping at five TSS (Ibrahimpur, Biruni, Shikohabd, Itagaon & Umari) in New Bhaupur New Khurja section of EDFC for a period of 12 (Twelve) months under CGM Tundla					
S.N.	Description of work	Qty.	Unit	Rate	Amount
	Schedule-1 (Manning of TSS)				
1	Providing <b>Highly skilled</b> / Overall in-charge (One manpower) for supervising traction power supply.	360	Man days	882.36	317649.60
2	Providing <b>Skilled Person</b> (Fifteen manpower) for executing different activities in traction power supply as operator at Five TSS.	5400	Man days	752.60	4064040.00
	Schedule-2 (Regular Housekeeping of TSS)				
1	Providing <b>Unskilled Person</b> (Five manpower) for executing different activities at Five TSS.	1800	Man days	532.63	958734.00
	Total Estimated value				5340423.60
Total value excluding GST is Rs.53,40,423.60 (Rs. Fifty Three Lakh Forty Thousand Four Hundred Twenty Three rupees and sixty paise only)					

- Note:-
1. The Rates are considered (as per minimum wages ACT) for construction and maintenance activity published by Govt. Of India Ministry of labour and employment office of the Chief Labour Commissioner (C) noticed dated 23.04.2021 , F-no 1/20/(3)2020-LS-II.
  2. PSI manning will deployed in Five TSS for operation of PSI installations.

**Signature of tenderer with seal**

OFFER SHEET						
Offer to be filled up by Tenderer(s) in below table						
S.N.	Scope of work	Estimated cost	Above/ At par	% quoted by bidder	% quoted by bidder in words	Total cost
Colum 1	Colum-2	Colum -3	Colum-4	Colum-5	Colum -6	Colum-7
1	Hiring of Manpower for Manning and Housekeeping at five TSS (Ibrahimpur, Biruni, Shikohabd, Itagaon & Umari) in New Bhaupur New Khurja section of EDFC for a period of 12 (Twelve) months under CGM Tundla	Rs. 53,40,436.00				

#### Quoting of rates

1. The above price is excluding GST.
2. Tenderer is not allowed to quote for individual section(s).
3. Tenderer is not allowed to quote rate in % below, if quoted then offer shall be summarily rejected.
4. Tenderer should offer rate in above table in % above and at par in figures as well as in words.
5. Tenderer must sign the following certificate.

**I/We offer and agree to execute the above work at rate uploaded online at [www.ireps.gov.in](http://www.ireps.gov.in) through digital Signature.**

**Signature of tenderer with seal**