



Dedicated Freight Corridor Corporation of India Limited

(A Government of India Enterprise under Ministry of Railways)

E-Tender Document

FOR

Name of Work: Signal & Telecom maintenance work including supply of minor spares and hiring of manpower & maintenance vehicles for New ERC/DDU to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section of Eastern Dedicated Freight Corridor(EDFC).

SINGLE PACKET OPEN E-TENDER NOT TRANSFERABLE

Tender No. DFC-DDU-SNT-SSTMC-2022-01R

(Participation through e-Tender only)

**Visit: www.ireps.gov.in its link at www.dfccil.com
(Help desk of IREPS: 011-23761525)**

March 2022

Employer: Chief General Manager(Co)

Dedicated Freight Corridor Corporation of India Ltd

Manas Nagar Railway Colony (Near RPF Post), Pt. Deen Dayal Upadhyay Nagar

Post Office: Alinagar, District – Chandauli, Pin - 232101 (U.P.)

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CHECK LIST

CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE SUBMITTING THEIR TENDERS. THE TENDERER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPLIED BEFORE SUBMITTING THE TENDER DOCUMENT ONLINE: -

S N	Description	Done or Not
1.	Rates have been quoted for All schedules items in terms of percentage on https://www.ireps.gov.in	
2	Declaration regarding no relative being employed on DFCCIL as Annexure-VII has been filled.	
3	Address for correspondence has been given at Section 2 Para 2.2, and Envelope has been addressed accordingly.	
4	Tenderer's General information filled up in Annexure -I with attached documents/proof page marked/indicated.	
5	All the Annexures from Annexure-A to Annexure-D & Annexure -I to Annexure -XI properly filled up and relevant documents attached and indicated in Annexures, where asked.	
6	Earnest Money Deposit as per NIT/ Clause No. 3.1.4 of Section-3 has been attached, wherever applicable OR Bid Security Declaration has been attached as per Clause No. 3.7.1 .	
7	Company seal should be put.	
8	The tender shall be accompanied with the following: -	
	(i) Copy of Earnest Money Deposit as per NIT/ Clause No. 3.1.4 of Section-3 has been attached, wherever applicable OR Bid Security Declaration has been attached as per Clause No. 3.7.1	
	(ii) Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as <u>per Tender Notice</u> .	
	(iii) Certificate of Registration of Company, in case of a Company.	
	(iv) Partnership deed/ resolution as applicable has been <u>attached</u> .	
	(v) Power of Attorney as applicable has been attached.	
	(vi) GST Registration Certificate.	
	(vii) Any other relevant documents have been attached.	
9	The tender document uploaded online, should be duly signed by the Tenderer. Any loose paper/ documents submitted separately shall not be considered as part of tender offer.	
10	RATES TO BE QUOTED ONLINE ONLY on https://www.ireps.gov.in	



Dedicated Freight Corridor Corporation of India Limited
(A PSU under Ministry of Railways)
Manas Nagar Railway Colony (Near RPF Post), Pt. Deen Dayal Upadhyay Nagar
Post Office: Alinagar, District – Chandauli, Pin - 232101 (U.P.)

Forwarding letter by Tenderer(s)

(On Letter Head of Firm/Company)

To,

CGM(Co),

DFCCIL, DDU.

Name of Work: Signal & Telecom maintenance work including supply of minor spares and hiring of manpower & maintenance vehicles for New ERC/DDU to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section of Eastern Dedicated Freight Corridor(EDFC).

Ref: Tender No. **DFC-DDU-SNT-SSTMC-2022-01R** dated

1. I/We..... have read the various conditions of tender attached hereto and hereby agree to a Tenderer by the said conditions. I/We also agree to keep this tender single packet open tender for acceptance for a period of **90 days** from the date fixed for opening the same and if I/We default thereof, I/We will be liable for banning from submission of bids in any works/Service Tender issued by DFCCIL for a period of 36 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration. I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms & Conditions of the Contract and to carry out the work according to the Scope of Work and Terms and Conditions of Contract as laid down by the DFCCIL Administration for the execution of present contract.

2. Bid Security Declaration In lieu of Earnest Money Deposit is being submitted along with offer. I/We will be liable for banning from submission of bids in any works/Service Tender issued by DFCCIL for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration without prejudice to any other rights or remedies if:

I/We do not execute the contract agreement within 30 (thirty) days from the date of issue of Letter of Acceptance;

OR

I/We do not commence the work within 7 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance;

OR

After submitting my/our tender, if I/we resile from my/our offer or modify the term and conditions thereof in a manner not acceptable to the DFCCIL.

OR

I/We withdraw the offer during the period of validity/extended validity;

OR

When any of the information furnished by the tenderer not found true;

3. I/We agree to give the Performance Guarantee (PG) in a form of irrevocable bank guarantee/ FDR issued by any Scheduled Bank amounting to 3 % of the contract value to the DFCCIL within 30 days from the date of issue of letter of acceptance and before signing of the agreement.
4. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Witness
Witness's Name & Address

Signature of Tenderer(s)/Tenderer(s)
Tenderer(s)/Tenderer(s)'s Name & Address

Instructions to Bidders for Online bidding

General: - Submission of Online Bids is mandatory for this Notice Inviting E-Tender. E - Tendering is new methodology for conducting Public Procurement in a transparent and secured manner. Supplier/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL has decided to use the website (<https://www.ireps.gov.in>). The tenderer/bidders must have Class-III Digital Signature Certificate & must be registered on IREPS portal. Only registered tenderer/bidders can participate on e-Tendering. All relevant documents must be uploaded at the time of participating in e-Tendering.

Instructions: -

1. Online Bidding Methodology:

Online Bid System

2. Broad outline of activities from Bidder's perspective: -

- a. Procure a Digital Signing Certificate (DSC)
- b. Register on Electronic Tendering System (ETS)
- c. Create Users and assign roles on ETS
- d. View Notice Inviting E-Tender (NIT) on (ETS)
- e. Download Official copy of Tender Documents from ETS.
- f. Clarification to Tender Documents on ETS - Query to DFCCIL (Optional) - view response to queries posted by DFCCIL through addenda.
- g. Bid Submission on ETS: Prepare & arrange all documents/paper for submission of bid online and tender fees & EMD deposit on offline.
- h. Attend Public Online Tender Opening Event (TOE) on ETS.
- i. Post TOE clarification on ETS (Optional). Respond to DFCCIL's post - TOE queries.

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 (See section 2 & 3 of tender document) are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission.

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

3. Digital Certificate:

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 Authority (CCA) (refer <http://www.cca.gov.in>).

4. Registration:

The Tender documents can be downloaded from the website: <https://www.ireps.gov.in> and to be submitted in the e - format. Cost of the Tender Documents and Bid Security have to be submitted only through online payment modes available on IREPS portal like net banking, debit card, credit card etc. Manual payments through Demand draft, Banker's cheque, Deposit receipts, FDR etc. are not allowed. Payments against this tender towards tender document cost and earnest money are to be deposited/submitted before the schedule date & time of submission of the tender 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 documents from the website to keep themselves abreast of such amendments before submitting the tender documents.

Intending bidders are requested to register themselves on IREPS portal through <https://www.ireps.gov.in> for obtaining User ID and Password by paying Vendor registration fee and processing fee for participating in the above-mentioned tender. 'Vender Manual' containing the detailed guidelines for E-Tendering is available on www.ireps.gov.in

- 5. DFCCIL, has decided to use process of E- Tendering for inviting this tender and thus the physical copy of the tender documents would not be sold/ accepted.**
- 6.** To participate in E-tender, it is mandatory for Tenderer (S) to get themselves registered on IREPS portal and to have user ID & Password. Payment of registration fee can be done through <https://www.ireps.gov.in>

IREPS Help Desk	011-23761525
DFCCIL Contact- 1	Amit Kumar Kamila, DGM/S&T/DDU
Telephone/Mobile No.	9830059618
E-mail ID	amitkamila@gmail.com

DFCCIL Contact- 2	Roshan Kumar Singh, Dy.PM/S&T-II/DDU
Telephone/Mobile No.	7007250027
E-mail ID	<u>roshan@dfcc.co.in</u>

DFCCIL Contact- 3	Vijay Singh , Dy.PM/S&T-I/DDU
Telephone/Mobile No.	7897412007
E-mail ID	<u>vijaysingh@dfcc.co.in</u>

7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION AS PER BID: -

The bidder shall furnish the following, as part of his bid document establishing the bidder's eligibility. All these documents should be numbered and should be signed by bidder in each page.

- 7.1** Tender fee and EMD have to be deposited through e-payment only. The tender processing fees as per applicable rate payable through the e- payment gateways to IREPS portal is Non-refundable. Payments against this tender towards tender document cost and earnest money are to be done before the schedule date & time of submission of the tender otherwise, failing which, the Bid will not be considered.
- 7.2** Tender documents (s) in original, duly filled in should be signed by bidder or his Authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.
- 7.3** Copy of PAN card.
- 7.4** The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.
- 7.5** In case of proprietorship firm, the bidder will submit an affidavit, attested by Notary Public that "I am a sole proprietor of the firm _____" on Non-judicial stamp paper of Rs.100.00.
- 7.6** Bidder's profile duly filled in, as per section -3 of tender document.
- 7.7** Power of Attorney
- 7.8** Article of association and memorandum in case of private/public limited company.
- 7.9** Copy of E.P.F. registration.
- 7.10** Copy of ESI Certificate.
- 7.11** Copy of GST registration no.
- 7.12** Certificate declaring "no near relative in DFCCIL".
- 7.13** In case tender fee is paid through e-payment, the scanned copy of receipt duly indicating UTR number is to be uploaded.

Note: - Any discrepancy found in the downloaded tender document submitted by the bidder in comparison with the uploaded tender document, the tender document uploaded by the DFCCIL will be treated as legitimate and any changes (found in the tender document submitted by the bidder) at any stage, will be treated as fraud done to the DFCCIL, and hence LOA or Agreement signed (if any) is liable to be cancelled, and appropriate penal action will be taken against the bidder.

8.0 The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be strictly adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.

2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (DFCCIL should not be responsible for any problem arising out of internet connectivity or other related technical issues).

Method for submission of bid documents

In this TENDER the bidder has to participate in e-bidding online. Bid Documents submitted physically offline shall not be considered/entertained.

Note: The Bidder has to upload the Scanned copy of all the above documents during Online Bid submission.

9.0 System of Quoting Rates

As per the instructions given on IREPS portal website i.e. www.ireps.gov.in

10.0 Modification / Withdrawal of bids:

- (i) The Bidder may modify/ withdraw its e- bid after submission prior to the Bid Due Date & time. No Bid shall be modified / withdrawn by the Applicant/Bidder on or after the Bid Due Date & time.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the DFCCIL Authority, shall be disregarded.
- (iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, applicant has to follow the instructions given on IREPS portal website i.e. www.ireps.gov.in

Other instructions

For further instructions, the vendor should visit the web portal <https://www.ireps.gov.in> and login to it and upload documents of bid.

Important Note: It is strongly recommended that all authorized users of Supplier/Service Provider organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action.



Dedicated Freight Corridor Corporation of India Limited

(A PSU under Ministry of Railways)

Manas Nagar Railway Colony (Near RPF Post), Pt. Deen Dayal Upadhyay Nagar

Post Office: Alinagar, District – Chandauli, Pin - 232101 (U.P.)

1. SECTION

NOTICE INVITING E-TENDER (NIT)

Chief General Manager (Co) /DDU for and on behalf of DFCCIL invites Tender on prescribed forms for the execution of the following work:

1	E-Tender No.	DFC-DDU-SNT-SSTMC-2022-01R
2	Name of Work	Signal & Telecom maintenance work including supply of minor spares and hiring of manpower & maintenance vehicles for New ERC/DDU to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section of Eastern Dedicated Freight Corridor(EDFC).
3	Estimated Cost of Work	Rs. 4,29,19,960/- (Four Crore Twenty-nine Lakh Nineteen Thousand Nine Hundred Rupees and Sixty Only) inclusive of all statutory taxes & duties.
4	Duration of Contract	12 (Twelve) months
5	Type of Tender	Open E-Tender Single Packet
6	Cost of Tender Document (Non-Refundable)	Rs. 10000/- plus GST @ 18%= Rs. 11,800/- to be paid online through payment gateway provided at www.ireps.gov.in
		Or 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.
7	Earnest Money Deposit (EMD) (Tender Security)	<p>(a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be Rs.3,64,600/- (Rupees Three Lakh Sixty Four Thousand Six Hundred Only).</p> <p>(i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit detailed above.</p> <p>(ii) 100% Govt. owned PSUs shall be exempt from payment of earnest money deposit detailed above.</p> <p>(iii) Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.</p> <p>(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his</p>

		<p>tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.</p> <p>(c) If his tender is accepted this earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.</p> <p>(d) The Earnest Money shall be deposited in cash through e-payment gateway or as mentioned in tender documents.</p>
8	Uploading of NIT and Tender Document	NIT and Tender Document can be viewed from 29.03.2022 on DFCCIL website as well as www.ireps.gov.in
9	Date & Time of Filled Tender Document(Online)	After 00.00 hrs. of 12.04.2022 till 15:00 hrs. of 28.04.2022 through www.ireps.gov.in
10	Last Date & Time of Submission of Tender (Online)	28.04.2022 up to 14:00 hrs. on www.ireps.gov.in
11	Date and time of Online opening of bid	28.04.2022 at 15:30 hrs. on www.ireps.gov.in
12	Validity of offer	90 days from the date of opening of tender.
13	Defect Liability Period	60 days after successful completion of this Contract.
14	Address of Communication	Chief General Manager (Co)/DDU, Dedicated Freight Corridor Corporation of India Limited, Manas Nagar Railway Colony (Near RPF Post), Pt. Deen Dayal Upadhyay Nagar Post Office: Alinagar, District – Chandauli, Pin - 232101 (U.P.) Website: www.dfccil.com
15	Officer-in-charge	DGM/S&T/DDU(Mobile No:9830059618)
16	Help Desk for E-Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature, contact at Help desk of www.ireps.gov.in and phone No.-011-23761525
17	Availability of Tender Documents	The Tender documents can be downloaded from www.ireps.gov.in Tenderer who wishes to view free Notification and Tender Documents can visit www.ireps.gov.in DFCCIL may issue Addendum (s)/Corrigendum (s) to the Tender document, if any, which shall be issued at least seven days in advance of the date of opening of tender and placed only on the DFCCIL website & website www.ireps.gov.in .

Note-1. Tender documents should be downloaded from the website address <https://www.ireps.gov.in>. Payment of Tender Document fee, in respect of e-tendering, shall be accepted through net banking or payment gateway only.

2. No request for extension of the Tender Due Date shall be considered.
3. The Offer shall be valid for 90 days from the date of opening of the tender, and extended further if required from time to time. The Contractor cannot withdraw their offer within the period of validity/extended validity. Withdrawal of offer by the firm within the validity/extended validity period may invite banning of the firm from submission of bids in any Works/Service Tender issued by DFCCIL for a period of 36 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration.
4. Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website www.ireps.gov.in Tenderers are advised to complete all submission of related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.
5. No tender document will be available offline. Downloading tender documents online and submission of tender online is mandatory for this tender.
6. Any further Addendum/Corrigendum for this tender will be posted in DFCCIL tendering portal website <https://www.ireps.gov.in> only. Interested bidders are advised to check website regularly for any Addendum/ Corrigendum.

2.SECTION

Invitation for E-Tender**Dear Sir,**

.....

Chief General Manager(Co), DFCCIL, DDU, for and on behalf of DFCCIL invites, Tenders in Single Packets Open E-Tender system, from the tendering firms to carry out ‘Hiring of Manpower & Maintenance Vehicles, and execution of specified maintenance work including supply of minor maintenance materials for Repairing, Refixing /Replacement & Maintenance of Signalling and Telecommunication Gears/Equipment/Asset over New ERC/DDU to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section of newly constructed DFCCIL Double line under DFCCIL DDU Unit for One year’

SCOPE OF WORK

The contractor/agency shall be required to carry out the ‘Hiring of Manpower & Maintenance Vehicles, and execution of specified maintenance work including supply of minor maintenance materials for Repairing, Refixing /Replacement & Maintenance of Signalling and Telecommunication Gears/Equipment/Asset over New ERC/DDU to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section of newly constructed DFCCIL Double line under DFCCIL DDU Unit for One year. (As per SECTION –6) and clause 5.2 of the tender document.

2.1 KEY DETAILS OF THE TENDER ARE AS UNDER-

1	E-Tender No.	DFC-DDU-SNT-SSTMC-2022-01R
2	Name of Work	Hiring of Manpower & Maintenance Vehicles, and execution of specified maintenance work including supply of minor maintenance materials for Repairing, Refixing /Replacement & Maintenance of Signalling and Telecommunication Gears/Equipment/Asset over New ERC/DDU to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section of newly constructed DFCCIL Double line under DFCCIL DDU Unit for One year
3	Estimated Cost of Work	Rs. 4,29,19,960/- (Four Crore Twenty-nine Lakh Nineteen Thousand Nine Hundred Rupees and Sixty Only) inclusive all statutory taxes & duties.
4	Duration of Contract	12 (Twelve) months
5	Type of Tender	Open E-Tender Single Packet
6	Cost of Tender Document (Non-Refundable)	Rs. 10000/- plus GST @ 18%= Rs. 11,800/- to be paid online through payment gateway provided at www.ireps.gov.in
		Or
		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.

7	Earnest Money Deposit (EMD) (Tender Security)	<p>(a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be Rs.3,64,600/- (Rupees Three Lakh Sixty Four Thousand Six Hundred Only).</p> <p>(i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit detailed above.</p> <p>(ii) 100% Govt. owned PSUs shall be exempt from payment of earnest money deposit detailed above.</p> <p>(iii) Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.</p> <p>(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.</p> <p>(c) If his tender is accepted this earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.</p> <p>(d) The Earnest Money shall be deposited in cash through e-payment gateway or as mentioned in tender documents.</p>
8	Uploading of NIT and Tender Document	NIT and Tender Document can be viewed from 08.02.2022 on DFCCIL website as well as www.ireps.gov.in
9	Date & Time of Filled Tender Document(Online)	After 00.00 hrs. of 12.04.2022 till 15:00 hrs. of 28.04.2022 through www.ireps.gov.in
10	Last Date & Time of Submission of Tender (Online)	28.04.2022 up to 14:00 hrs. on www.ireps.gov.in
11	Date and time of Online opening of bid	28.04.2022 at 15:30 hrs. on www.ireps.gov.in
12	Validity of offer	90 days from the date of opening of tender.
13	Defect Liability Period	60 days after successful completion of this Contract.
14	Address of Communication	Chief General Manager (Co)/DDU, Dedicated Freight Corridor Corporation of India Limited, Manas Nagar Railway Colony (Near RPF Post), Pt. Deen Dayal Upadhyay Nagar Post Office: Alinagar, District – Chandauli, Pin - 232101 (U.P.) Website: www.dfccil.com
15	Officer-in-charge	DGM/S&T/DDU(Mobile No:9830059618)

16	Help Desk for E-Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature, contact at Help desk of www.ireps.gov.in and phone No.-011-23761525
17	Availability of Tender Documents	The Tender documents can be downloaded from www.ireps.gov.in Tenderer who wishes to view free Notification and Tender Documents can visit www.ireps.gov.in DFCCIL may issue Addendum (s)/Corrigendum (s) to the Tender document, if any, which shall be issued at least seven days in advance of the date of opening of tender and placed only on the DFCCIL website & website www.ireps.gov.in .

2.2.2 Payment of Tender Document fee, in respect of e-tendering, should be accepted through net banking or payment gateway only, before the schedule date and time of submission of the tender. Otherwise, the Bid will not be considered/shall be summarily rejected.

2.2.3 Tender documents should be downloaded from the website address <https://www.ireps.gov.in>. Tender documents shall also be available on the official web site of DFCCIL i.e. www.dfccil.com.

3. SECTION

Information and Instructions to Tenderer(s)

3.1 INFORMATION

- 3.1.1 E-Tender has been invited under 'single packet' system.
- 3.1.2 The tenderer(s) can download the Bid document online from the website address <https://www.ireps.gov.in> as per the date & timing mentioned in SECTION –I of the bid document.
- 3.1.3 Tender document are also available on DFCCIL's official website i.e. www.dfccil.com.
- 3.1.4 Payment of EMD & Tender Document fee, in respect of e-tendering, shall be accepted through net banking or payment gateway only, before the schedule date and time of submission of the tender. Otherwise the Bid will not be considered/shall be summarily rejected. No documents are required to be deposited physically in the tender box. Scanned copy of RTGS receipt, duly indicating UTR number should be uploaded online along with the tender. Details of DFCCIL/DDU bank account for making payment by RTGS are as under:

Name	DFCCIL DDU
Bank account number	356101010200796
IFSC code	UBIN0546836
Bank Name	Union Bank of India
Bank Branch	New Delhi-110066

- 3.1.5 The entire bid document shall be scanned & uploaded online on the website. The hard copy of those pages should be scanned after sign and stamp. Tender document shall be accompanied with the scanned copies of Bid deposit in proper form, documents about the status of the firm such as Partnership Deed etc. Power of Attorney etc. i.e. all documents mentioned in Annexure-I
- 3.1.6 All tender shall be uploaded in accordance with the instruction contained in these documents (hereinafter called as tender document). Non-Compliance with any of the instruction set forth herein above is liable to result in the tender being rejected.
- 3.1.7 A firm shall submit only one offer against the E-Tender. In case, a firm submits more than one Tender, such a firm will be disqualified.
- 3.1.8 In preparing the Proposal, Tenderer(s) are expected to examine all terms and conditions included in the document. Failure to provide all required information will be at own risk of the Tenderer(s) and will result in rejection of the proposal submitted by the Tenderer(s).
- 3.1.9 If the Tenderer(s) deliberately gives/ give wrong information in his / their tender or creates /create circumstances for the acceptance of his/ their tender, the DFCCIL reserves the right to reject such tender at any stage.
- 3.1.10 The proposal shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or person who sign(s) the proposal.
- 3.1.11 While quoting the rates online on <https://www.ireps.gov.in>, Tenderer(s) are expected to take into account the requirement and conditions of the tender documents.
- 3.1.12 A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the

tender document downloaded from the website and the master copy, the later shall prevail and shall be binding on the Tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also be prepared on the basis of master document kept in the office of tender inviting authority.

- 3.1.13 The Tenderer(s) downloading the documents from internet must keep themselves updated through the website from which the tender document is downloaded regarding corrigenda, if any, to the notice inviting tender or the tender document, which shall be uploaded in the same website and also published in newspapers. The offers received without such corrigenda published shall be liable to be rejected.
- 3.1.14 Any willful changes/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/ award of tender or after award of work and the same may result in penal action including banning of further business with the defaulting Tenderer(s). In addition, the Tenderer(s) are liable to be prosecuted for the same as per law.
- 3.1.15 If the Tenderer(s) - whether a sole proprietor, a limited company or a partnership firm - want to act through agent or individual partner/partners, he/they should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public, or by Magistrate in favor of the specific person whether he/they be partner/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

3.1.16 Priorities of Documents:

The several documents forming the contract are to be taken as mutually explanatory of one another. If any inconsistency of discrepancy is found in the documents, DFCCIL shall issue any necessary clarification or instruction. For the purpose of interpretation, the priority of documents shall be in accordance with the following sequence:

- a) The letter of acceptance
- b) The contract agreement (if completed)
- c) The notice inviting tender / instructions of Tenderers
- d) Special condition of Contract
- e) General conditions of Contract
- f) Bill of Quantities

3.2 SUBMISSION OF TENDER

- 3.2.1 All Tenders shall be submitted through online mode only at www.ireps.gov.in. Tender submitted by any other mode will not be accepted.
- 3.2.2 Venue of submission of tender: - No tender will be accepted/received offline or in any office.
- 3.2.3 The bid document mandatorily signed and sealed on all pages should be submitted online not later than the date and timings mentioned in NIT in SECTION-1 of the tender document.
- 3.2.4 Tender fee needs to be submitted online only before the last date and time as mentioned in the NIT of the tender document.
- 3.2.5 Any tender and tender fee received late are liable to be rejected summarily.

3.3 TENDER OPENING

- 3.3.1 Date and Time of online opening of the tender: - As indicated in the NIT in Section-1 of tender document.
- 3.3.2 The Tenders submitted/received after the time and date fixed for receipt of Tenders as set out in the documents are liable to be rejected.
- 3.3.3 Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever.
- 3.3.4 If the date of opening is declared as holiday then the tender shall be accepted upto 15.00 hrs of the next working day and the same will be opened at 15.30 hrs on the same day i.e, next working day.
- 3.3.5 On the date specified in the tender notice, the rates of all tenderer(s) will be available online.

3.4 GENERAL INFORMATION

- 3.4.1 Tender document is non-transferable. Tenders received from Tenderer(s) in whose name Tender Document has been issued shall only be considered.
- 3.4.2 No extension in the Tender Due Date shall be considered on account of internet speed or any technical fault.
- 3.4.3 Issuance of Tender documents to the parties will not automatically mean that such parties are considered qualified.
- 3.4.4 The agency will be awarded initially work for period specified vide clause 2.2 of tender document.
- 3.4.5 DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.

3.5 VALIDITY OF PROPOSAL

- 3.5.1 The Tenderer(s) shall keep their offer open for a minimum period of 90 days from the date of opening of the Tender, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the Tenderer(s) liable for forfeiture of his Earnest Money deposit. The Tenderer(s) cannot withdraw their offer within the period of validity / extended validity.

3.6 COST OF TENDER DOCUMENT

- 3.6.1 Cost of tender document as per clause 2.2 (Section-2) of the tender document is to be submitted/deposited online only through payment gateways on <https://www.ireps.gov.in> , before the scheduled date and time of submission of the tender.
- 3.6.2 Offers without valid tender fee before the scheduled date and time of submission of the tender will be summarily rejected.
- 3.6.3 Tender processing fee as per applicable rates on IREPS portal, payable through the e-payment gateways is non-refundable.
- 3.6.4 All Micro and Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum shall be given all benefits towards Tender Fee and Earnest Money (EMD) in terms of Railway Board Letter No.2020/CE-I/CT/3E/GCC/policy dated 16.07.2020.(GCC JULY 2020).

3.7 EARNEST MONEY/BID SECURITY DECLARATION

- 3.7.1 The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be **Rs.3,64,600/- (Rupees Three Lakh Sixty Four Thousand Six Hundred Only).**

- (i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit detailed above.
- (ii) 100% Govt. owned PSUs shall be exempt from payment of earnest money deposit detailed above.
- (iii) Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.

- 3.7.2 It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.
- 3.7.3 If his tender is accepted this earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- 3.7.4 The Earnest Money shall be deposited in cash through e-payment gateway or as mentioned in tender documents.

3.8 ELIGIBILITY CRITERIA

- 3.8.1 The tenderer must submit the documents in favour of fulfilling the eligibility criteria. Tenders submitted without these documents shall be summarily rejected.
- 3.8.2 The eligibility criteria has been defined in the [para 4.14](#) (General condition of Contract) of the bid document. Document should be submitted online.

3.9 FIRM'S DETAILS, SIGNATURE OF TENDERS & DOCUMENTARY PROOF

- 3.9.1 The Tender must contain the full name, designation and complete address of place of business of the person(s) signing the Tender. Tenderer(s) shall furnish "TENDER'S GENERAL INFORMATION" as per (Annexure-I).
- 3.9.2 The Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer(s). Any individual or individuals signing the Tender Documents or other documents connected therewith should specify whether he is signing-
- a) As a Sole Proprietor of the firm or Attorney of the Sole Proprietor; or
 - b) As a Partner or Partners of the firm; or
 - c) As a Director, Manager or Secretary in a Limited Company etc.
- 3.9.3 The Tenderer(s)/s whose tender is accepted will be required to appear at the office of the Chief General Manager(Co), DFCCIL Manas Nagar Colony Colony, Mansarovar (Near RPF Post), Pt. Deen Dayal Upadhyay Nagar, Post Office: Alinagar, District – Chandauli, Pin-232101, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the Contract Documents within 7 days after notice that the contract has been awarded to him and Contract Documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Earnest Money accompanying the tender shall stand forfeited.

3.10 PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER

- 3.10.1 Tenderer(s) have to quote a single flat percentage above or below (in both words & figures) the rates given in schedule. This flat percentage will be applicable for all

the items in the schedule.

- 3.10.2 Rates are inclusive of labour, material, all statutory taxes and obligations of Central Govt. and State Govt. / local bodies as applicable at the time of the opening of the tender, unless otherwise specified separately in this tender document. The Tender prices shall be in Indian rupees only.
- 3.10.3 Taxes, if any, levied after opening of the tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General Conditions of Contract & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.
- 3.10.4 Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.
- 3.10.5 All information in the Tender shall be in English and Hindi only. Failure to comply with these requirements will render the Tender liable for rejection.

3.11 PROPOSAL EVALUATION

- 3.11.1 A single stage procedure shall be adopted in evaluating the proposals.
- 3.11.2 The Evaluation Committee appointed by DFCCIL shall carry out its evaluation on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria.
- 3.11.3 The proposal of the Tenderer(s) will be assessed only based on the information/documents submitted along with the tender. However, DFCCIL reserves the right to seek clarification from the Tenderer(s), if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax / e-mail and the Tenderer(s) will be required to submit clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the technical proposal.
- 3.11.4 The Proposals shall be opened publicly in the presence of the Tenderer(s)' representatives who choose to attend. The name of the Tenderer(s), the proposed prices shall be read aloud and recorded after opening the proposal. The Client shall prepare minutes of the public opening.

3.12 ENGAGEMENT OF MANPOWER

- 3.12.1 Manpower/Personnel provided by the successful Tenderer in requisite category should possess the minimum qualification and experience as detailed in Annexure-B and must also have good behavior and unblemished record and character.

3.13 AWARD OF CONTRACT

- 3.13.1 The DFCCIL will issue a letter of Acceptance to the successful Tenderer.
- 3.13.2 Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between DFCCIL and Tenderer subject to the modifications, as may be mutually agreed to and indicated in the letter of acceptance.
- 3.13.3 The successful Tenderer will be required to execute the Contract Agreement within 7 days of receipt of notice by the DFCCIL Administration that such document is ready, as per conditions mentioned in Tender Document, General Conditions of Contract (section 4) and Special Conditions of Contract (section 5).
- 3.13.4 The successful firm / Tenderer with whom the contract is signed shall commence the assignment within 07 days from the date of issue of acceptance letter.
- 3.13.5 All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the contractor.

3.14 CONFIDENTIALITY

- 3.14.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Tenderer(s) who submitted the proposals or to other persons not officially concerned with the process.

3.15 CHECK LIST

- 3.15.1 The Tenderer(s) is requested to submit the tender documents and attachments as per the details specified in the Tender document. Any deviation/omission from above will be at Tenderer(s)'s own risk.

The Tenderer(s) are requested to duly fill in the checklist. The checklist is only a reminder of certain important items, to facilitate the Tenderer(s). This, however, does not relieve the Tenderer(s) of its responsibility to make sure that his proposal is otherwise complete in all respects.

4. SECTION

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT will form an integral part of the Tender and contract, which is enclosed along with the tender documents.

In case of any deviation between conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. The tenderers must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

4.1 DEFINITIONS

Unless excluded by or repugnant to the context:

- 4.1.1 The expression “Department”/ “Client”/ “DFCCIL”/ “Corporation”/ “Employer”/ “Engineer” as used in the tender papers shall mean Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL) & such expression shall also include its legal successors and permitted assignees. Chief General Manager(Co)/DFCCIL/DDU will act as “Employer” in this tender.
- 4.1.2 “Officer”/ “Officer-in-charge”/ “DFCCIL's representative” of the work shall mean the DFCCIL Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- 4.1.3 The “Contract” shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.

- 4.1.4 The “Contractor/ Tenderer(s)” shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assignees of such individual or firm or company.
- 4.1.5 The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.
- 4.1.6 The “Contract time” means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- 4.1.7 A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 4.1.8 A “month” shall mean a calendar month.
- 4.1.9 A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- 4.1.10 “Client” means Dedicated Freight Corridor Corporation of India Limited.
- 4.1.11 “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- 4.1.12 “Data Sheet” means such part of the Instructions to Tenderer(s) used to reflect specific assignment conditions.
- 4.1.13 “Day” means calendar day.
- 4.1.14 “Government” means the Government of India.
- 4.1.15 “Personnel” means professionals and support staff provided by the Contractor(s)/Tenderer(s) and assigned to perform the Services or any part thereof;
- 4.1.16 “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- 4.1.17 “Proposal” means the Technical Proposal and the Financial Proposal.
- 4.1.18 “RFP” means the Request for Proposal prepared by the Client for the selection of Tenderer(s).
- 4.1.19 “Services” means the work to be performed by the Tenderer(s) pursuant to the Contract.
- 4.1.20 “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Tenderer(s), and expected results and deliverables of the assignment.
- 4.1.21 “Applicable Law” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- 4.1.22 “Excepted Risks” are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- 4.1.23 “GCC” mean the General Conditions of Contract.
- 4.1.24 “Letter of Acceptance” means the formal acceptance letter from the DFCCIL of the Tender.
- 4.1.25 “Local currency” means the currency of Government of India.
- 4.1.26 Engagement of Manpower/Personnel under requisite category will be on actual

requirement basis.

- 4.1.27 "DFC" means DFCCIL/DDU unit.
- 4.1.28 "IMD" means Integrated Maintenance Depot.
- 4.1.29 "IMSD" means Integrated Maintenance Sub-Depot
- 4.1.30 "ALH/TH" means Auto-Location Hut/Telecom-Hut.

4.2 GENERAL INFORMATION

- 4.2.1 The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.
- 4.2.2 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Tenderer(s).
- 4.2.3 Tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations, if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderer(s).
- 4.2.4 The Client requires that Tenderer(s) provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 4.2.5 A Tenderer(s) (including its Personnel and Sub-Tenderer(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Tenderer(s) to be executed for the same or for another Client.
- 4.2.6 It is the DFCCIL's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCCIL:

a) Defines, for the purpose of this paragraph, the terms set forth below as follows:

- 1) **"Corrupt practice"** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- 2) **"Fraudulent practice"** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- 3) **"Collusive practices"** means a scheme or arrangement between Three or more Tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
- 4) **"Coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

- b) will reject a proposal for award if it determines that the Tenderer(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

4.2.7 Tenderer(s), their Sub-Tenderer(s), and their associates shall not be under a

declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Tenderer(s) shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

4.3 COMMUNICATION AND LANGUAGE OF CONTRACT

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

4.4 INTERPRETATION

In the contract, except where the context requires otherwise:

- 4.4.1 Words indicating one gender include all genders,
 4.4.2 Words indicating the singular also include the plural and words indicating the plural also include the singular,
 4.4.3 “Written” or “in writing” means hand-written, type written, printed or electronically made and resulting in a permanent record, and
 4.4.4 The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

4.5 LANGUAGE OF CONTRACT

- 4.5.1 The Contract has been executed in English and Hindi, which shall be controlling language for all matters relating to meaning or interpretation of this Contract.

4.6 ENTIRE AGREEMENT

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

4.7 MODIFICATIONS

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

4.8 CARE IN SUBMISSION OF TENDERS:-

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

4.9 RIGHTS OF THE DFCCIL TO DEAL WITH TENDER: -

- 4.9.1 The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no Tenderer(s) shall demand neither any explanation for the cause of rejection of his /their tender nor the DFCCIL to assign reasons for declining to consider or reject any

particular tender or tenders.

4.10 OMISSIONS & DISCREPANCIES: -

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

4.11 PARTNERSHIP DEED

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

4.12 PERFORMANCE GUARANTEE (P.G)

- 4.12.1 On acceptance of tender, the successful Tenderer(s) shall have to submit Performance Guarantee amounting to 3% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or Scheduled Bank in favour of **CGM(Co), DFCCIL, DDU**. The Performance Guarantee shall be submitted within **21 (twenty one)** days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (twenty one) 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 12% percent per annum shall be charged for the delay beyond 21 (twenty one) days,i.e. from 22nd day after the date of issue of LOA.
- 4.12.2 This guarantee shall be initially valid up to the stipulated date of completion of work plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 4.12.3 The Performance Guarantee (PG) shall be released after the physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on "No Claim Certificate".
- 4.12.4 Wherever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently at the risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a 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 either in his/her individual capacity or as a partner of any other JV/partnership firm.

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

- a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the DFCCIL may claim the full amount of the Performance Guarantee.
- b) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by DFCCIL.
- c) The contract being determined or rescinded under provision of the Contract Agreement, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.
- d) The value of PG to be submitted by the Contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of contract increases by more than 25% of the original contract value, an additional Performance Guarantee amount to 5% (five Percent) for the excess value over the original contract value should be deposited by the contractor.

4.13 SECURITY DEPOSIT

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

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

- a) Security Deposit for each work should be 3% of the contract value.
- b) The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered,
- c) Security Deposit will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.

4.13.3 The Security Deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after completion of defect liability period i.e. after 60 days of the satisfactory completion of the work.

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

4.13.5 This contract will be governed by relevant clauses of the General Conditions of Contract issued and updated by DFCCIL from time to time to the extant applicable for this work and not covered in present special terms and condition.

4.14 TENDERER(S)'S CREDENTIAL: -

4.14.1 In support of their credentials, the Tenderer (s) should have to submit documents as stipulated in tender document along with their tenders.

4.14.2 The tenderers should satisfy the following minimum eligibility criteria as under:-

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 Eligibility Criteria:

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

Sr. No.	Technical Capability	Requirement
1.	Completion of Similar Work:- Definition of similar of work in this tender is:- "To carry out the work related to Repairing/ Refixing/ Replacement/ Construction/ Maintenance of Signalling & Telecommunication Assets in Indian Railways or in Railway PSUs like RVNL, IRCON, RITES, DFCCIL etc. or in any other Govt./Semi-Govt. organization."	At The tenderer must have successfully completed any of the following during last 07(seven) years, ending last day of month previous to the one in which tender is invited: Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or Two similar works each costing not less than the amount equal to 40% of advertised value of the tender,

		or One similar work costing not less than the amount equal to 60% of advertised value of the tender
2(a)	The registration for ESI, EPF, GST, PAN No.	a) Valid Registration certificates and documents are to be enclosed. Tender document received without valid document/ certificate/ enclosures will be summarily rejected.
2(b)	Affidavit that the firm has not been black listed for business by any Government/ PSU/ Public Limited Company and Reputed firms/organizations or /and that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance.	b) Affidavit as per Performa is to be enclosed. Performa of Affidavit is given in Annexure-III of the bid document. Tender document received without valid document/ Affidavit will be summarily rejected.
2(c)	Registered under Contract Labour (Regulation & Abolition) Act -1970	

C. Financial Eligibility Criteria:

Sr. No.	Financial Capability	Requirement
1.	The Tenderer(s) should have received a total contractual amount during the last three financial years and in the current financial year.	Should be a minimum of 150% of advertised tender value of work. In support of which, the attested certificate from Employer/ Client, TDS certificate/ Audited Balance Sheet duly certified by Chartered Accountant etc. to be submitted with the tender

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

4.14.4 In reference to para 4.14.1 of the tender document, the Tenderer (s) will produce/attach the certificate of Work completion with the Tender Document as per Para 4.14.2 and such certificate should clearly brought out 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.

- 4.14.5 In case the Tenderer(s) do not submit any proof for meeting with the eligibility criteria as laid down above in the Tender notice & Tender conditions, along with the tender, the offer shall be considered as in-complete.
- 4.14.6 All documents submitted (online) with the tender should be duly attested.
- 4.14.7 Certificates from Private individuals for whom such works are executed/being executed will not be accepted.
- 4.14.8 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).
- 4.14.9 There should not be any unsatisfactory performance report of the Contractor from any source.
- 4.14.10 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.

4.15 AGREEMENT:

- 4.15.1 All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the Contractor.

4.16 CHANGE IN ADDRESS:

- 4.16.1 Any change in the address of the contractor shall be forthwith intimated in writing to DFCCIL. DFCCIL will not be responsible for any loss/ inconvenience suffered by the Contractor on account of his failure to comply with this.

4.17 OBLIGATION OF DFCCIL

- 4.17.1 DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Tenderer(s) and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.

4.18 FORCE MAJEURE

- 4.18.1 The Obligations of DFCCIL and the Tenderer(s) shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure and in such situation the contract can also be terminated on mutual consent.

4.19 INDEMNITY

- 4.19.1 The Tenderer(s) shall indemnify and hold harmless to DFCCIL and its Directors, Officers and Employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising

from any breach or non-compliance whatsoever by the Tenderer(s) or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or outside the premises including but not limited to any and all claims by the hired manpower.

4.20 OTHER TERMS AND TERMINATION

- 4.20.1 Contract shall be deemed to have commenced as on from date of issuance of letter of intent and shall be in force for an initial period of One year, extendable for One year at a time with written mutual consent on existing terms and conditions or new terms and condition to be decided at the time of such extension.
- 4.20.2 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 15 days written notice.
- 4.20.3 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 4.20.4 In performing the terms and conditions of the contract, the Tenderer(s) shall at all times act as an Independent Tenderer(s). The contract does not in any way create a relationship of principal and agent between DFCCIL and the Tenderer(s). The Tenderer(s) shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a Principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Tenderer(s) shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.
- 4.20.5 **Note:- In addition to above Other Terms and Conditions of Indian Railways GCC July 2020 shall be applicable.**

4.21 LAWS AND REGULATIONS:

- 4.21.1 Governing Law: This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.
- 4.21.2 Resolving the disputes: In case of disputes, between a Contractor and the field officers, regarding this tender, decision of **DFCCIL**, shall be the final and binding.

4.22 INCOME TAX

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

4.23 GST

- 4.23.1 GST as admissible shall be paid as applicable on submission of proof of depositing the same by the contractor to concerned Govt. authority. Any modification in tax provision in future by Govt. will be binding on contractor & DFCCIL.

4.24 PERMITS, FEES, TAXES & ROYALTIES

- 4.24.1 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 contract tax, local taxes, income tax and other taxes of Govt. including GST. However,

the GST liability on the Contractor will be governed by clause 4.23 of the tender document. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees unless otherwise specified in the tender. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

4.25 STATUTORY INCREASE IN DUTIES, TAXES ETC

4.25.1 All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account unless otherwise specified in the tender. The tender shall be inclusive of all taxes, levies, octroi etc. Further, DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/Tendering contractor should keep the above fact in mind.

4.26 DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT CONDITIONS LEADING TO DETERMINATION OF CONTRACT

4.26.1 If the Firm/Contractor

- a) Becomes bankrupt or insolvent; or
- b) Makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors; or
- c) being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction); or
- d) Has execution levied on his goods or property or the works; or
- e) assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or Abandons the contract; or
- f) Persistently disregards instructions of the DFCCIL official or contravenes any provisions of the contract; or
- g) Fails to take steps to employ competent and / or additional staff and labour, or promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL; or
- h) Suppresses or gives wrong information while submitting the tender.

4.26.2 In any such case the DFCCIL may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the DFCCIL, the DFCCIL shall be entitled after giving 48 hours' notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

4.27 DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT

- 4.27.1 The DFCCIL shall be entitled to determinate the contract, at any time, should, in the DFCCIL opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the DFCCIL of such termination and reasons therefore, shall be conclusive evidence thereof. In case of determination of contract on DFCCIL account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents / vouchers etc., to the satisfaction of DFCCIL. The decision of the DFCCIL on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

4.28 LABOUR RULES

- 4.28.1 The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central Government as applicable for project sites. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare, EPF, ESI, Bonus and Gratuity etc. to employees/labour.

4.29 COMPLIANCE OF VARIOUS ACTS:

- 4.29.1 The contractor shall ensure strict compliance of Payment of Wages Act 1936, Employment of Children Act 1938, Untouchability (Offences) Act 1955, Workmen's Compensation Act 1923, Relevant Central / State Labour Laws, Employees State Insurance Act 1948, Labour Act and Employees Provident Fund Act 1952, Contract Labour and Employment Act along with any Statutory Modifications there of or rules clarifications or otherwise and all the provisions as amended from time to time and DFCCIL shall stand indemnified from and against any claims/penalty under the afore said act.

4.30 CHILD LABOUR (PROHIBITION AND REGULATION) ACT- 1986.

- 4.30.1 The employment of any person less than Eighteen years (18 years) of age shall be prohibited from Railway's works. The contractor shall be responsible for not confirming to the provisions of the act & DFCCIL shall stand indemnified from and against any claims/penalty under the aforesaid act.

4.31 SETTLEMENT OF DISPUTES

- 4.31.1 All disputes of difference of any kind whatsoever that may arise in connection with or arising out of the contract or subject matter thereof, whether during the currency of contract or after their completion, whether before or after determination of contract shall be settled as under:

4.31.2 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Tenderer(s) to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from Both the sides and

concerted efforts shall be made for reaching amicable settlement of disputes or differences.

4.32 CONCILIATION/ARBITRATION

- 4.32.1 It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties such disputes through mutual settlement.
- 4.32.2 If the Tenderer(s) is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Tenderer(s) may refer to the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
- 4.32.3 Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case the Employer decides to appoint a Sole Conciliator/ Sole Arbitrator, then a panel of at least three names will be sent to the Tenderer(s). Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Tenderer(s) shall suggest minimum Three names out of this panel for appointment of Sole Conciliator /Sole Arbitrator. The Employer will appoint Sole Conciliator / SoleArbitrator out of the names agreed by the Tenderer(s).
- 4.32.4 In case, the Tenderer(s) opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Tenderers may refer to the Chief General Manager/DDU as Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Chief General Manager/DDU as Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 4.32.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory Modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 4.32.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 4.32.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 4.32.8 The fees & other charges of Conciliator/Arbitrator shall be as per scales fixed by the Employer & shall be shared equally between the Employer & the Tenderer(s).

4.33 AWARD TO BE BINDING ON ALL PARTIES

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

4.34 SUBSTITUTE ARBITRATORS

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

4.35 INTEREST ON AWARDED AMOUNT

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

4.36 SETTLEMENT THROUGH COURT

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

4.37 EXCEPTION

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

4.38 JURISDICTION OF COURTS

- 4.38.1 Jurisdiction of courts for dispute resolution shall be DDU only.

4.39 MSME

- 4.39.1 Public Procurement Policy for Micro and Small Enterprises (MSEs) is being followed. Participating MSE shall enclose with their offers the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:

- (i) District Industries Centers.
- (ii) Khadi and Village Industries Commission.
- (iii) Khadi and Village Industries Board.
- (iv) Coir Board.
- (v) National Small Industries Corporation.
- (vi) Directorate of Handicraft and Handloom.
- (vii) Any other body specified by Ministry of MSME.

The MSEs must also indicate the terminal validity date of their registration. MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs may be indicated and proof of same may be enclosed.

4.40 Relevant Documents

- 4.40.1 In events of a conflict between the GCC and the Special contract condition, the requirements of the Special contract condition prevail.
- 4.41.2 In the event of a conflict between this Special condition contract and any other standards or specification quoted herein, the requirements of this specification shall prevail. The order of precedence, with items having priority is:
- (a) Employer's Requirement -Special contract condition
 - (b) Employer's Requirement- General contract condition
 - (c) Indian Railways GCC July 2020

5. SECTION

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

Name of work: Hiring of Manpower & Maintenance Vehicles, and execution of specified maintenance work including supply of minor maintenance materials for Repairing, Refixing /Replacement & Maintenance of Signalling and Telecommunication Gears/Equipment/Asset over New ERC/DDU to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section of newly constructed DFCCIL Double line under DFCCIL DDU Unit for One year.

5.1 INTRODUCTION: -

5.1.1 Dedicated Freight Corporation of India Limited (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 in various cities.

5.1.2 Description of Section –The section under the ambit of this tender runs through 08 stations between New ERC DDU to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section located in the states of Uttar Pradesh and Bihar. It has a route length of approximately 136 km. To cater to the operation and maintenance activities of the section, there are 01 IMDs and 02 ISMDs - strategically placed along the way. The Operation Control Centre (OCC) is located at Allahabad (Prayagraj). The deployment of contractor's staff and execution of all other scheduled work will be generally over - but not limited to - the terrain indicated above.

The prospective bidders in their own interest may approach DFCCIL DDU unit to get access to the section under the ambit of this tender so that they may familiarize themselves with the terrain and the system installed before bidding.

5.2 DETAILED SCOPE OF WORK

The scope of work under the name: 'Hiring of Manpower & Maintenance Vehicles, and execution of specified maintenance work including supply of minor maintenance materials for Repairing, Refixing /Replacement & Maintenance of Signalling and Telecommunication Gears/Equipment/Asset over New ERC/DDU to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section of newly constructed DFCCIL Double line under DFCCIL DDU Unit for One year.' includes the following:-

A. For Schedule items at Sr. No. 01 to 03 (Section-6 "Schedule A-Hiring of Manpower")

5.2.1 **For Item at Sr. no. 01 to 03:** The Contractor/agency shall provide the MTS/Helper, Fitters, Telecom Maintainer and Wiremen between **New ERC DDU to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section & IMD's/ISMD's** of EDFC or at any other office/site of DFCCIL as required, at the agreed rates and terms & conditions. The detailed scope of services, skills/experience and the tentative number of outsourced personnel required and their tentative deployment is given at **Annexure-A, B & C** respectively of the Bid document.

- 5.2.2 Scheduled Maintenance for Item at **Sr. no. 44 & 45:** shall be carried out as per **Annexure-D** and tentative deployment of minimum maintenance staff is given at **Annexure-E** of this Tender Document under the Supervision and Instructions of DFC staff.
- 5.2.3 The Contractor shall ensure to take all safety measures during the execution of the work and shall work under supervision of DFCCIL S&T staff of minimum Jr. Executive Level.
- 5.2.4 It shall be the responsibility of the Contractor/Agency to verify the qualification and experience of the outsourced manpower deployed for the job as per **Annexure-B**. Candidates will be examined for performing the defined functions by DFCCIL and DFCCIL reserves the rights to verify and check the credentials and qualification of the outsourced personnel deployed by the Contractor. If during the course of engagement of any hired manpower, it comes to notice that he/she has misrepresented the fact about his/her qualification/ experience, the Contractor will have to terminate the service of such staff immediately and shall provide suitable replacement within 07 days' time.

B. For Schedule items at Sr. No. 01 to 45 (Section-6 “Schedule B-Specified Work”)

- 5.2.5 To carry out the work on “as & when required basis” for Schedule items at Sr. no. 1 to 45, detailed in Section-6 “**Schedule of Quantities & Rate**” of this Tender document.
- 5.2.6 The work shall be executed at 08 EDFC Stations, 07 Auto Signalling Sections & 04 IR Connecting lines in a total stretch of approximately 136.5Km under the Jurisdiction of CGM(Co)/DDU as per requirement/instruction of DFCCIL site-in-charge.
- 5.2.7 Tentative Locations where the work need to be executed on “as & when required basis” is tabulated below:-

Sr. No.	Station	Station Code	State
1	New ERC/DDU	New ERC/DDU	U.P
2	New Ganjkhwaja	GAQN	U.P
3	New Durgauti	DGON	Bihar
4	New Kudra	KTQN	Bihar
5	New Karwandiya	KWDN	Bihar
6	New Sonnagar Link	SEBL	Bihar
7	New Sonnagar	SEBN	Bihar
8	New Chirailapathu	CPBN	Bihar

- 5.2.8 The work shall be done as per instruction issued by DFCCIL site-in-charge. DFCCIL's SSOD (Standard Schedule of Dimensions) shall be followed to avoid any infringement during execution of work at the site.
- 5.2.9 The Contractor shall ensure the safety of existing assets like cables etc. during the activities like trenching, cable laying etc. and if, any of the existing cables gets damaged during the work, the repairing /replacement of the same shall be done by the Contractor at his own cost.
- 5.2.10 The Contractor shall ensure to take all safety measures during the execution of the work.
- 5.2.11 The Contractor shall arrange the space for storage & inspection of the material at his own cost or request DFCCIL to allot the space at any of the EDFC

- stations/IMD/IMSD given in para 5.2.7 above. However, responsibility regarding safety & security of the stored material shall vest with the Contractor only.
- 5.2.12 Equipment/material in the schedule where RDSO/IS specification has not been stipulated, shall be procured from manufacturers of repute/ their authorized dealers/ approved source.
- 5.2.13 All the materials to be supplied by the Contractor need to be at the nominated work sites as required and instructed by DFCCIL site-in-charge. The loading, unloading and transportation of these materials to the site of work will have to be done by the Contractor at its own cost. The security of the material brought to the site of work will remain with the Contractor till the material is taken over or duly erected and accepted by the DFCCIL.
- 5.2.14 All the material and workmanship to be used in this work shall be of extremely good quality, reputed make and shall have appropriate class in every respect and is expected to give trouble free service. DFCCIL shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship or otherwise not in accordance with the Specification and the DFCCIL's decision shall be final, even though they might have been inspected by RDSO/RITES as per RDSO guidelines. The Contractor shall remove forthwith any such material rejected and replace them promptly at his own cost.
- 5.2.15 Approved Design/Drawings shall be made available to the successful tenderer on request, to identify the location of existing S&T cables and other equipment, wherever required, during the execution of work like trenching/laying/connection of Power Cables and earthing through BEC etc. at the site as per requirement, so as to ensure that no damage is done to healthy cables and other S&T gears/equipment. DFC representative shall assist the successful tenderer to interpret the drawings and specifications.
- 5.2.16 After the issue of the Acceptance letter, the successful tenderer shall inform the concerned Dy.PM/APM or Officer-in-charge (S&T) of DFCCIL as per their respective jurisdiction, prior to starting any execution of work at any location.
- 5.2.17 Before carrying out the digging, trenching or any other earth related works, the Contractor shall ensure to locate & safeguard the known and unknown underground utilities by using a pre-approved scanning Equipment. The Equipment to be used for scanning shall be got approved from DFCCIL.
- 5.2.18 Following officials shall be the Jurisdiction wise **Site-in-charge of work** for inspection of material, certification of execution of work. Filling of the measurement book issued by DFCCIL shall be the responsibility of Executive/Sr. Executive/S&T nominated by the following officers, which further has to be certified by the concerned APM/Dy.PM/S&T:

Sr. No.	Jurisdiction	DFCCIL site-in-charge
1	New ERC DDU-KMS bridge	Dy.PM/APM or Officer-in-charge (S&T)
2	KMS bridge -LC 53	
3	LC-53 - KWDN	
4	KWDN-SEBN & CPBN	

C. For Schedule items at Sr. No. 01 to 03 (Section-6 “Schedule C-Hiring of Vehicles”)

- 5.2.19 The contractor will be required to provide stipulated quantities of specified field vehicles for stipulated time duration in perfect condition along with drivers to DFCCIL on hiring basis. (As per SECTION –6)
- 5.2.20 Vehicles for the use of Maintenance of S&T department's Equipment/Gears/Assets,

transportation of men/material and other related works under the DFCCIL officials at DFCCIL stations, Block Sections, IR Connecting lines under the jurisdiction of CGM/DDU. Headquarter of vehicle may be changed as per requirement of DFCCIL.

- 5.2.21 The quantities of field vehicles stipulated in schedule are approximate, for general guidance and may vary as per actual requirement.
- 5.2.22 The normal area of duty of the vehicle will cover the entire States of U.P & Bihar.
- 5.2.23 Vehicles under schedule item 1(a) of Section 6 of this tender document shall be utilized for 24x7 days a week. No rest, no weekly off and no holidays will be given to the vehicle. Contractor has to arrange at least Two drivers for Shift wise duty accordingly. In case of servicing/ repair, replacement, substitute vehicle is to be arranged by the Contractor along with the driver at no additional cost. The vehicles will solely be available for DFCCIL duty.
- 5.2.24 Vehicles under schedule item 2(a) & 3(a) of Section 6 of this tender document shall be utilized for 12 hours a day (Typically 08:00 hrs to 20:00 hrs.), all days in a week. No rest/ no weekly off and no holidays will be given to the vehicle. Further, it can be called at any time round the clock as per requirement of DFCCIL, with prior intimation to the driver/contractor. In case of servicing/ repair, replacement, substitute vehicle is to be arranged by the Contractor along with the driver at no additional cost. The vehicle will solely be available for DFCCIL duty.
- 5.2.25 Any delay in reporting will be considered as absence for the day.
- 5.2.26 Nominated place may be changed as and when required.
- 5.2.27 Contractor should provide 24 hours contact number where change in timing/ place can be informed in advance.
- 5.2.28 Contractor/ driver shall have to maintain log book in approved Performa by official in charge which shall have to be filled daily and presented to DFCCIL's authorized representative for signature. (Timing and kilometer reading shall be noted every day at the time of reporting at nominated place and release from same place.)
- 5.2.29 DFCCIL may provide open parking space but parking shall be purely at Contractor's responsibility and risk.
- 5.2.30 Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.
- 5.2.31 All other charges of Central Government/State Government or any other authorities, if any are to be included by the tenderer in his BID.
- 5.2.32 During the currency of contract, vehicle cannot be used by the Contractor/ Driver for any other purpose except for DFCCIL. If the agency is found using the vehicle for any other purpose, for each such incident, he will be penalized as per clause 5.7 of the tender document and other suitable action(s) may be taken against the agency as per the tender document.
- 5.2.33 Contractor shall have to submit certificate that payment of drivers till last month has been cleared.
- 5.2.34 Vehicle provided will run for one years so “vehicle should be manufactured in year 2019 or later” and should be in good condition and shall use diesel only as fuel with proper entries in RC book. It shall have road passing as per description of schedule items. The seats shall have two sets of white cloth covers
- 5.2.35 The vehicles shall strictly comply with the provisions of pollution control, statutory regulation issued by State Transport Authorities/ Central Govt./other authorities etc. from time to time. Contractor shall ensure that the vehicles must have all relevant documents like Registration Certificate/Driving license/Insurance Cover/Road Tax Receipt /Permit, Pollution certificate etc. Driver shall be able to produce the documents as and when requisitioned from him. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Contractor/agency. All vehicles provided should be commercially registered with State Transport Authorities. No vehicles with private registration will be allowed.
- 5.2.36 No change of vehicle(s) will be allowed normally without the prior permission of

- DFCCIL. In case of non-availability of the regularly arranged vehicles, the contractor may provide another vehicle, even owned by others, of class same or higher, with prior permission of DFCCIL official, which DFCCIL official in its absolute discretion may or may not grant.
- 5.2.37 All the Vehicle(s) shall always carry first aid box and mandatory spares viz. Tool box/Kit, Fuses, Spark plugs, fan belts, fire extinguisher, spare tyres, Mobile charger with multi point etc.
- 5.2.38 Vehicle provided shall be maintained in a very good working condition and at any point of time should have sufficient quantity of fuel.
- 5.2.39 All kinds of repairs/maintenance costs, charges of fuels, oil, lubricant, mobile phone charges, fee towards licenses/registration taxes, challans, salary/overtime of the driver, insurance premium etc. are responsibility of the contractor and shall be borne by the contractor all along the contract duration.
- 5.2.40 If the vehicle does not report at the requisitioned time or is not found in good condition, the vehicle may be rejected and sent back. Besides, receiving no payment for such rejected vehicles(s), the contractor/agency will become liable for action under terms and conditions of the contract. DFCCIL will be entitled to hire any vehicle on that day for use and amount thus incurred shall be recovered from the bills of the contractor.
- 5.2.41 In case of breakdown of the vehicle, the contractor shall provide the replacement within a reasonable time, failing which the concerned DFCCIL officials will be entitled to hire any similar vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.
- 5.2.42 Good quality seat covers and curtains shall be provided and the same will be regularly cleaned by the contractor at his own cost. Vehicle will be kept properly cleaned daily.
- 5.2.43 Vehicle shall be used on any type of road i.e. Kachha / Pucca including along the railway track as per direction of official using the vehicle.
- 5.2.44 If a vehicle is out of order or under schedule maintenance, an alternative vehicle with same or superior class should be made available. The entry for such a vehicle shall be made in the log book maintained by driver which shall be duly signed by the user /officials.
- 5.2.45 Drivers deployed by the contractor shall be skilled, uniformed, well behaved, holding valid driving license and capable of undertaking minor repairs of vehicles. Drivers shall have the adequate knowledge of routes in the district of U.P & Bihar falling under DDU unit jurisdiction. All the papers for vehicle like Registration papers, insurance papers, Pollution Certificate, Certificate toward payment of road tax etc. shall be readily available with driver.
- 5.2.46 The contractor shall provide mobile phone in perfect working condition to himself and drivers of the vehicles. The mobile phone shall be kept working for 24 hrs. No separate payment shall be made by DFCCIL for the mobile phones. Contractor should also give all information and photo identity of the driver containing his address details etc. along with the character certificate of driver duly signed by proper authority.
- 5.2.47 The Drivers shall abide by the rules laid down by Transport Authority/ Motor Licensing Authority or any Authority relevant to the subject and shall always strictly follow the Traffic Rules and regulations so as to ensure safety of the passengers. Any challan/penalty imposed on the driver will be borne by the contractor/service provider. In case of any accident, all the claims arising out of it will be met by the Contractor/service provider.
- 5.2.48 Punctuality in attendance and disciplined behavior are of utmost importance for the driver. In case driver is not found to the satisfaction of DFCC officials/officers the same shall be changed by the contractor failing which a driver from the market would be arranged by the DFCC and double the stipulated salary shall be charged from the contractor.
- 5.2.49 DFCCIL will not provide any accommodation to driver. Contractor/ driver himself

shall arrange Boarding/Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor/service provider for housing of driver and parking of the vehicle(s) so that the same is available at short notice.

- 5.2.50 Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extent labour laws for which no extra payment will be made.
- 5.2.51 **Confidentiality Clauses:** - The Contractor/Agency and his personnel shall not, either during the term or after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the DFCCIL's business or operations without the prior written consent of the DFCCIL.
- 5.2.52 If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 7 days to the Contractor to take necessary action to improve the performance of outsourced personnel and if the performance does not improve even after 7 days of such communication, the Contractor shall provide additional list of eligible/ suitable candidates for replacement to DFCCIL within 07 days' time, failing which the remuneration for delayed period in respect of such person will be deducted from amount due to firm/ agency.
- 5.2.53 The Contractor/Agency/firm shall be liable for and pay salaries and shall also undertake to comply with all statutory liabilities like PF, Compensation etc. including payment/ contribution towards all statutory dues connected and/or related to the employment of the deputed sent to DFCCIL and shall keep the DFCCIL indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirement and subject to deduction of any tax or other amounts as required by law or as provided herein.
- 5.2.54 The Contractor shall make disbursement of salary to the outsourced personnel in various categories, keeping in view the Minimum wages Act 1948 and other relevant Acts and provisions under Labour Laws. The copy of the payment scroll/ bank statement shall be submitted to DFCCIL with next bill as proof of such compliance.
- 5.2.55 The age of manpower deployed by the agency shall not exceed 55 year at any time throughout the contractual period, except up to 65 years in case when retired S&T Personnel from Railways/PSUs is engaged.
- 5.2.56 Police verification for background check of outsource staff/driver is required to be done by the agency and same should be submitted to DFCCIL.
- 5.2.57 The contractor shall ensure that the outsource staff/driver deployed for performing the duties shall not be in drunken or intoxicated state. If Driver is found in drunken or intoxicated state, he will be treated as absent from duty and he will be summarily removed from this job. Decision of DFCCIL in this respect shall be final and binding on the contractor.
- 5.2.58 The normal area of duty of the outsourced manpower/staff/driver shall cover the entire Jurisdiction of DFCCIL/DDU unit.
- 5.2.59 The Contractor shall be subject to providing the agreed services to the satisfaction of DFCCIL. In case the services of the Contractor are not found satisfactory, the same can be terminated by DFCCIL on serving of a notice of one month.
- 5.2.60 The Contractor shall not terminate the services of hired manpower/staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Contractor, such action should be taken only with approval of DFCCIL.

5.3 TIME SCHEDULE

- 5.3.1 The work shall be completed in 12 months from the date of issue of LOA (Letter of Acceptance). The outsourced manpower/staff shall be engaged initially for a period of 12 (Twelve) months. The Contractor shall be expected to mobilize and engage outsourced manpower/staff immediately after receipt of “**Letter of Acceptance**”.

5.4 MODUS OPERANDI FOR ENGAGEMENT (For For Schedule items at Sr. No. 01 to 03 (Section-6 “Schedule A-Hiring of Manpower”): -

- 5.4.1 The Successful Tenderer shall provide the list of shortlisted eligible/ suitable candidates to DFCCIL. Screening of candidate will be carried out by DFCCIL for suitability of works as prescribed in Annexure-A & B & C and only suitable candidates will be allowed for deployment.
- 5.4.2 Manpower/Personnel provided in requisite category should possess the minimum qualification and working experience as detailed in Annexure-A
- 5.4.3 In no way what so ever the relationship of employer and employee shall be established and entertained between the DFCCIL and the outsourced personnel engaged by the Contractor. The Contractor shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 5.4.4 The Contractor alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Contractor for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Contractor and the Contractor shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 5.4.5 The Contractor shall maintain all registers required under various Acts, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 5.4.6 The attendance rolls for the personnel deployed by the Contractor at the sites of DFCCIL shall be provided by the Contractor and it shall be monitored by the Contractor. These attendance rolls shall be signed by the authorized representative of Contractor who shall get it verified by the designated officer of DFCCIL.
- 5.4.7 Notwithstanding anything herein contained, the Contractor will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Contractor or of any persons deployed by it pursuant to the Contract.
- 5.4.8 The Contractor must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.
- 5.4.9 The engagement of outsourced personnel shall be purely on temporary basis. The Contractor shall at all times make it absolutely clear to the outsourced personnel hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the Contractor and the staff in the circumstances provided herein above. The Contractor will have to provide suitable

replacement acceptable to DFCCIL within 07 days' time.

5.5 PAYMENT TERMS:-

A. For Schedule items at Sr. No. 01 to 03 (Section-6 “Schedule A-Hiring of Manpower”):

- 5.5.1 Payment shall be made on monthly basis for successful deployment of required number of outsourced manpower in requisite category as detailed in schedule items at Sr. No. 01 to 03, of Section-6 (**Schedule A-Hiring of Manpower**), at the accepted rate. Further, On-account payment will be permitted after submission of bill & filling of Measurement Book issued by DFCCIL, certification of the site-in-charge for satisfactory work done by the Outsourced staff deployed at the site against the Scheduled Maintenance planned. The lump sum amount payable by DFCCIL to the Service Provider shall include the remuneration payable to the outsourced person besides the margin/commission payable to the Contractor.
- 5.5.2 For Sr. no. 01,02 & 03, if hired outsource staff is required to be sent outside the headquarter for any official works then in this case only ordinary fare will be paid only on production of original journey fare of Bus/Train duly certified by DFC representative. No extra TA/DA will be paid for any outward journey.
- 5.5.3 The aforesaid consideration will be paid by DFCCIL to the Contractor, against monthly invoices raised at the end of each month, by the Contractor in duplicate within 15 days.
- 5.5.4 Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL. The Contractor will not claim any compensation on account of same and will be paid as per actual Manpower deployed and rates accepted for the tender.
- 5.5.5 The Contractor shall make actual disbursement of salary to the outsourced personnel in various categories as per terms & conditions of bid. The service provider shall provide documentary evidence to the satisfaction of DFCCIL against submission of statutory payments with appropriate authority.
- 5.5.6 The Contractor will ensure that before raising the bill on DFCCIL for the service rendered by outsourced persons, the fee payable to outsourced person is paid on or before the 5th day of the following month and a proof of payment shall be annexed to the monthly bill.
- 5.5.7 In case the Contractor fails to pay the outsourced person within the above time frame, the rate of penalty shall be imposed on payment of Agency's monthly payment as under: -
 - i) For payment to the outsourced person within 10th of the following month – **Nil**
 - ii) For payment to the outsourced person after 10th and up to 20th of the following month – **2%** of the delayed payment **or** Rs. 2500/- **whichever is higher**.
 - iii) For payment to the outsourced person after 20th and up to 30th of the following month – **10%** of the delayed payment **or** Rs.5000/- **whichever is higher**.
- 5.5.8 The outsourced personnel should be in proper s & Safety PPE Kit. The Service Provider will provide at least one set of PPE Kit to each staff. (including jackets, safety shoes and helmets)
- 5.5.9 The staff deployed by the contractor shall have their own Tools and Measuring Instruments such as Multi-meter, Clamp Meters, Screw Drivers, Pliers, Spanners, Tommy bar etc. required to carry out the work at the site.
- 5.5.10 DFCCIL may provide Tools & Plants including specialized tools and plants at the request of the service provider in case of emergency or special situation. In case of

damage/theft of Tools & Plant so provided, cost as determined with due depreciation factor by DFCCIL will be recovered from the Contractor. Cost of T&P and depreciation factor will be communicated to the service provider at the time of issuing of the same.

B. For Schedule items at Sr. No. 1 to 45 (Section-6 “Schedule B-Specified Work”):

5.5.11 Payment shall be made on monthly basis for successful execution of work against the schedule items at Sr. No. 1 to 45, detailed in Section-6 (**Schedule B-Specified Work**) at the accepted rate. Further, On-account payment will be permitted after submission of bill, certification of work by site-in-charge, filling of Measurement Book issued by DFCCIL and acceptable to the DFCCIL/DDU.

C. For Schedule items at Sr. No. 01 to 03 (Section-6 “Schedule C-Hiring of Vehicles”):

5.5.12 No advance payment shall be made under any circumstances. Payment of hiring charges will be made once in a month on submission of bill and after the due verification of log book as necessary by the DFCCIL official.

5.5.13 The contractor/ agency shall submit bills, in duplicate, to the Chief General Manager Co//DFCCIL/DDU office along with the log book for the period. Bills having pen through and over-writing shall not be entertained unless authenticated by the user.

5.5.14 TDS as applicable shall be deducted from the bills of the contractor/ agency.

5.5.15 Rates are inclusive of all running maintenance & repair expenses, fuel, lubricants and any other consumables etc required from time to time, all statutory provisions, all taxes including road tax, duties, incidental charges, charges for inspection certificate, penalties etc. as imposed by Central/State/Local Government bodies for running of vehicles, salary and other benefits admissible to driver. Nothing extra over and above the accepted rates shall be payable, unless otherwise specified separately in the tender document. However, toll tax, Interstate tax/ state entry tax/octroi tax, parking charges on tour will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.

5.5.16 In case a driver is required to stay overnight at a place other than the normal headquarter of the vehicle, payment of Rs.500/- will be paid per night per outstation duty. This is admissible for schedule items 2 (a) & 3(a) only and nothing will be paid extra for schedule item 1(a). In case of dispute in calculation, DFCCIL's decision shall be final.

5.6 OBLIGATION OF THE CONTRACTOR

5.6.1 The Contractor will, for the aforesaid purpose, continuously monitor the work done & services being rendered by it to ensure that these are up to the standards required by DFCCIL.

5.6.2 The Contractor shall comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.

5.6.3 The Contractor shall adhere to and comply with all the laws that may be applicable to them and will extend all the benefits/privileges as applicable to person engaged /employed by them including that of PF, ESI, Workmen’s Compensation Act, Bonus, Gratuity, Minimum Wages Act and leave, insurance etc. In case of any breach of any law, rules, notifications applicable to the employees of the Contractor, the Contractor alone shall be responsible and liable for any act(s) of omission and/or commission

committed by any employee, agent for discharging the obligations under this contract. The Contractor shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to DFCCIL regarding such compliance if necessary and required as per extent laws.

- 5.6.4 The Contractor shall decide the modus operandi as to engagement of manpower by them rendering proper and efficient services and to conform to the prescribed standards.
- 5.6.5 No relationship of employer and employee shall be entertained between the DFCCIL and the persons engaged by the Contractor. The Contractor shall ensure that all the persons employed by them should be efficient, skilled, honest and conversant with the nature of the work as required.
- 5.6.6 The Contractor alone shall have right to take disciplinary action against any person(s) engaged/ employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Contractor for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Contractor and Contractor shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 5.6.7 The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules as amended up to date and shall comply with all terms and condition thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this contract.
- 5.6.8 The Contractor shall maintain all registers required under various Acts, which may be inspected by DFCCIL as well as the appropriate authorities at any time.
- 5.6.9 The attendance roll for the personnel deployed by the Contractor at the premises of DFCCIL shall be provided by the Contractor and it shall be monitored by the Contractor. The attendance roll shall be signed by the proprietor of the Contractor or his authorized representative daily who shall get it verified by the designated officer of DFCCIL.
- 5.6.10 DFCCIL reserves the right to increase/decrease the number of manpower under different categories depending on its requirement.
- 5.6.11 The outsourced personnel working at site should be in proper Safety & PPE Kit. The Contractor will provide at least one set of such safety PPE kit to each staff.
- 5.6.12 In case the outsourced personnel deployed by the Contractor is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
- 5.6.13 Notwithstanding anything herein contained, the Contractor will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Contractor or of any persons deployed by it pursuant to the contract.
- 5.6.14 The Contractor may be aware that the services similar to those covered by this contract are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.

- 5.6.15 The Contractor must also be able to arrange for the replacement of the existing outsourced person, as per the instruction of DFCCIL.
- 5.6.16 The engagement of outsourced staff shall be purely on temporary and on contract basis. The Contractor shall at all times make it absolutely clear to the staff hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any staff hired for DFCCIL can be removed any time by giving notice to the Contractor and the staff in circumstances provided herein above. The Contractor will have to provide suitable replacement acceptable to DFCCIL within 7 days' time.
- 5.6.17 The services of the outsourced person engaged are liable to be transferred anywhere from one department to another and from one place to another without any extra remuneration, depending on exigencies of the work.
- 5.6.18 The outsourced person shall at all the 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.
- 5.6.19 The Contractor shall ensure that complete confidentiality is maintained by it and all its outsourced persons with regard to all information relating to DFCCIL, its premises, clients business, assets, affairs and employees and that neither the Contractor nor its persons will any time divulge or make known to any third parties, any trust, accounts, matters of transactions whatsoever pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention.
- 5.6.20 The Contractor shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/ or arising out of the failure of the Contractor to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- 5.6.21 It is mandatory that Contractor provides adequate insurance cover to the outsourced persons for death, disabilities, sickness etc. DFCCIL shall not be liable to pay or bear any premium/ compensation at any stage in respect of Insurance made by the Contractor to cover the risk (death, disability, sickness).
- 5.6.22 The Contractor shall provide identity cards bearing the photographs to the all-outsourced persons deployed in DFCCIL at its own cost.
- 5.6.23 In case the outsourced personnel deployed by the Contractor is found to be involved in any illegal activities, he will be immediately replaced.
- 5.6.24 **Working Hours of hired staff** –The Successful Tenderer shall provide the requisite outsourced staff on all days of the month. The staff deployed by the contractor shall be available at designated places round the clock as per directions of the DFCCIL's representative.
- 5.6.25 In case, rest is to be given to any of the deployed staff, rest giver has to be provided by the Contractor well in advance at no additional cost. Further, prior information regarding change in staff (along with complete details of rest giver) should be given to

concerned Dy.PM/S&T, APM/S&T or Officer-in-charge (S&T) of the section.

- 5.6.26 All outsourced staff shall maintain Mobile Phone at their own cost.
- 5.6.27 The Contractor shall nominate a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that the optimal services of the persons deployed by the agency could be availed without any disruption. No extra payment will be made by DFCCIL on this account.
- 5.6.28 The age of outsourced manpower deployed by the agency shall not exceed 55 year at any time throughout the contractual period, except up to 65 years in case when retired S&T Personnel from Railways/PSUs is engaged.
- 5.6.29 Police verification for background check of outsource staff is mandatory.
- 5.6.30 Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact nominated officer of DFCCIL DDU once a month to get a feedback on the services rendered by the contractor vis-a-vis corrective action required to make the services more efficient or any other related issues.
- 5.6.31 The contractor shall maintain at readily accessible place/site, First Aid appliances including adequate supply of sterilized cotton wool. The appliances shall be placed under the charge of a responsible person who shall be available during working hours.
- 5.6.31 Any damage, deterioration, loss caused to DFCCIL property due to negligence, carelessness on the part of the workmen employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, DFCCIL shall be within their rights to affect necessary recoveries from the Contractor's bill or through other means as per the law.
- 5.6.32 DFCCIL Administration shall not be responsible for any injury or loss of life or sickness of the workmen or of any individual involved in the contract (deployed by the agency/service provider/contractor) during the course of their duties or out of their duty hours. Any statutory liabilities which may arise shall be to the agency / contractor(s) / service provider's account.
- 5.6.33 The agency / service provider / contractor shall take out and keep in force a policy and policies of insurance against all liabilities and recognized risks in respect of accidents to persons employed by the contractor for the purpose of carrying out the works of this contract.
- 5.6.34 The agency / service provider /contractor should note this provision especially in respect of staff deployed by him and should take necessary insurance cover and safe guards against the recognized risks for his worker/staff. Any compensation to the staff because of accidents in their duties will be payable by the contractor to his workers/dependents.

5.7 RATES

- 5.7.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 5.7.2 All statutory taxes including GST and liabilities levied / leviable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.
- 5.7.3 For all the Schedule items detailed in Section-6 of the Tender document, the rates are

inclusive of all taxes including GST.

- 5.7.4 For Schedule A&B&C items in Section-6 of the Tender document, GST, as admissible shall be paid only 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.
- 5.7.5 The agency / service provider / Contractor shall ensure contribution of required statutory minimum amount towards EPF (Employer and Employee's Contribution) and ESI for each person deployed wherever applicable.
- 5.7.6 For Schedule-A: Hiring of Manpower under Section-6 of the Tender document. In case of any statutory increase in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time after submission of the tender, payment of minimum wages to the personnel deployed by the Contractor/Agency should be revised accordingly and the Contractor/Agency shall take care of all such notifications. DFCCIL shall not be liable for payment against any such statutory increase in the wages. The Contractor should keep this fact in mind while quoting the rate against the Schedule items of Section-6 (Schedule of Approximate Quantities & Rate). As on date the prevailing notification of Government of India, Ministry of Labour & Employment, Office of the Chief labour Commissioner (C) New Delhi for minimum wages (for various category of workers) is effective from April 2021.

5.8 QUANTITY VARIATION

- 5.8.1 Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (\pm) 25% for each item. In case of variation in quantities beyond \pm 25%, the rates for the additional quantities beyond \pm 25% variation shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement.

5.9 PENALTY

- 5.9.1 **Penalty for an amount of Rs. 50/- to Rs.2000/- depending on the nature of unsatisfactory work/service, will be deducted from the due amount in the following conditions:**

- Absence of staff;
- Any undisciplined behavior by the staff;
- Discourteous behavior towards any officer or staff of DFCCIL;
- Not wearing proper Safety PPE Kit;
- Not carrying out the duties listed in the scope of work in a satisfactory manner;
- Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL.

Penalty for some of the breaches in services will be as follows: -

Sr. No.	Type of Breach	Amount (Rs.) of Penalty
1.	Any undisciplined behavior by the staff deployed by the Contractor.	Rs. 200/- per staff per instance
2.	Staff not in proper PPE kit	Rs. 50/- per staff per instance
3.	Staff turns up late	Rs. 50/- per staff per hour

4.	(a) Failure to Provide Rest giver in case of Absence of Staff.	(a) Rs. 2000/- per staff per day
	(b) Failure to Provide Replacement of Staff with suitable staff within seven days.	(b) Rs. 2500/- per staff per day
5.	Failure in cleaning/dusting/wiping as instructed by Site Engineer/DFCCIL- representative.	Rs. 100/- per staff per instance.
6.	Damage to any asset or property of DFCCIL or officers and staff of DFCCIL.	Rs. 1000/- per such incident.
7.	Not Carrying out the work as detailed in the scope of work in a satisfactory manner.	Rs. 500/- per such incident.

**NON-PERFORMANCE OF THE CONTRACT CONDITIONS-PENALTY For
Schedule items -C Hiring of Vehicle under Section-6**

5.9.2 For non-performance on the part of contractor, apart from actions to be taken as per tender conditions, the Contractor is liable to be penalized as per the following:-

- a) In case the vehicle is not provided/vehicle not turned up for duty, any day, the vehicle will be marked absent and the contractor will be penalized Rs 2000 per day. Further, if vehicle/taxi is hired by DFCCIL in lieu of same, the cost of hiring of such vehicle/taxi shall be recovered from the bill of contractor.
- b) If the reporting of vehicle gets delayed by more than half an hour as per roster, the penalty will be imposed on the agency as under:-
 1. If the vehicle is rejected by the DFCCIL, the vehicle will be marked absent and penalty will be imposed as per Clause 5.9.2 (a).
 2. If the vehicle condition is rejected by the DFCCIL and vehicle/taxi is hired in lieu of same, the cost of hiring of such Vehicle/Taxi shall be recovered from the bill of agency apart from the vehicle will be marked absent and penalty will be imposed as per Clause 5.9.2 (a).
- c) If the reported vehicle is not found in neat & clean and perfect condition, the vehicle may be rejected and sent back and DFCCIL Official will have liberty to hire appropriate vehicle from the market at the cost of agency, which will be deducted from the bills.
- d) If the vehicle is not having sufficient fuel and driver is also not provided with sufficient funds for refueling the vehicle and for completion of journey, the DFCCIL official will have option to either refuel the vehicle or hire a taxi at the cost of agency.
- e) If the agency is found using the vehicle for any other purpose other than DFCCIL, for each such incident, he will be penalized for Rs 3000/- per each such incident.
- f) If a vehicle is out of order or under schedule maintenance and if an alternative vehicle with same specification or higher specification has not been made available the vehicle will be marked absent and penalty will be imposed as per Clause 5.9.2 (a).
- g) In case driver misbehaves or is not conversant with routes the vehicle will be marked absent and penalty will be imposed as per Clause 5.9.2 (a).

5.9.2 Apart from above, in case of non-provision of vehicle on any day, DFCCIL will be entitled to hire any vehicle on that day for use and amount thus incurred shall be recovered from the bills of the contractor.

5.9.3 In case of emergencies, if the driver shall not report for duty within 45 minutes even during his off hours, on call, failing which a penalty of Rs.200/- per 15 minutes will be imposed and deducted from bills.

5.9.4 On recurrence of any of above instances, DFCCIL shall also be at liberty to take action against the Contractor as it may deem fit, which besides invoking either whole or part of the Contract Performance Guarantee, may even lead to termination of the contract as per contract conditions.

5.9.5 In case of any dispute of any kind and in any respect whatsoever, the decision of **Chief General Manager(Co)/DDU** shall be final and binding.

5.10 Implementation of Integrity Pact in DFCCIL: -

As per office memorandum no F.No DPE/13(12)/11-Fin Dated 09.09.2011 issued by Ministry of Heavy Industries (DPE) all PSU should enter into Integrity pact in the required Performa in their procurement transaction/ Contracts with suitable changes specific to the situation in which the pact is to be used. The pact, entering into which would be a preliminary qualification for any bidder, essentially envisages an agreement between the prospective vendors / bidders and the DFCCIL, committing the persons/ officials on both sides not to resort to any corrupt practices in any aspect / stage of the contract. The pact has to be implemented through a panel of independent external monitor who will review independently and objectively the compliance of the obligations by both the parties. As these IEM's are to be appointed by the CVC in consultation with the CVO and are being processed separately, a copy of pre contract integrity pact is enclosed at annexure -X for signature of bidder as acceptance, as and when Independent External monitor is appointed.

5.11 Tax Deduction at source (TDS):- TDS shall be deducted as applicable.

5.12 Inspection- Quality Assurance at Site/Field: -

As per the requirement of Site Engineer of DFCCIL .

5.13 Other Facilities / Requirements: - If any, it shall be under Contractor's Scope.

5.14 Safety Requirements: - Uncompromising Quality and Safety standards are considered as integral part of work carried out at all Work Sites of DFCCIL and therefore there will be Zero Tolerance towards non-compliance. Site activities require total compliance to safety procedures and guidelines as provided on I.R.GCC July-2020 or latest & as per IRPWM. Accordingly, at all work sites where contractors personnel deployed, the work shall comply to Safety Procedures, Norms. All Contractor Staff/ Labour shall use PPE kit during working at site or travelling on DFCC vehicle for work.

5.15 Penalties for Safety Lapses: -Any violation in adhering to the terms and conditions stipulated in I.R GCC July-2020 or in latest approved GCC would also attract to penalties payable by the contractor as per IR GCC July-2020 Provisions or as per latest approved GCC.

5.16 Mandatory updation of Labour data on Railway's shramikkalyan portal by Contractor.

A. Contractor is to abide by the provision of payment of Wages Act & Minimum Wages act in terms of clause 54 and 55 of 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 onetime 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 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 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.

B. 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 till.....month.....year.

5.17 PAYMENT SCHEDULE

5.17.1 Payment shall be made on monthly basis for successful execution of work against the schedule items at Sr. No. 1 to 45 detailed in Schedule B- Specified Work & Sr. No. 01 to 03 detailed in Schedule A- Hiring of Manpower, detailed in Schedule C- Hiring of Vehicles under Section-6 at the accepted rate. Further, On-account payment will be permitted after submission of bill in prescribed form to the CGM/Co/DDU/DFCCIL in 03(Three) copies duly certified by site-in-charge and acceptable to DFCCIL/DDU.

5.17.2 **For Schedule items at Sr.No.01 to 03 of Schedule A- Hiring of Manpower (under Section-6)**, Payment shall be made on monthly basis for successful deployment of required number of outsourced manpower in requisite category as detailed in schedule items at Sr. No. 01 to 03, of Section-6 at the accepted rate. For Schedule items at Sr. No. 44 & 45 of Schedule B, On-account payment will be permitted after submission of bills & filling of Measurement Book issued by DFCCIL, certification of the site-in-charge for satisfactory work done by the Outsourced staff deployed at the site for the Scheduled Maintenance as planned by DFCCIL. The lump sum amount payable by DFCCIL to the Service Provider shall include the remuneration payable to the outsourced persons besides the margin/commission payable to the Contractor.

5.17.3 On Account Payment

- a) The Contractor shall be entitled to be paid from time to time normally once in a calendar month, by way of "On Account" bills.
- b) The Contractor shall submit the on-account bills, by the date stipulated by the DFCCIL, supported by pay sheets, proof of payments to the employees, proof of payment of statutory deductions and other relevant documents pertaining to execution of work. Without having submitted documentary proof, the on-account bill will not be processed and no payment will be made to the Contractor. Documentary proofs for a month may be submitted along with the bills of next month, if so, agreed by

DFCCIL.

- 5.17.4 Payment shall be made after making required deductions towards taxes to be deducted at sources as per extant rules/law in force.

5.18 PAYMENT TO THE STAFF DEPLOYED

- 5.18.1 All staff deployed should have the saving bank account and the Contractor/Service Provider has to ensure that the remuneration of staff should directly be credited to their respective bank account after completion of each month.

5.19 Price Variation Clause (PVC)

- 5.19.1 Price Variation shall be dealt as per clause 46(a) under 'Other Works Contract' category of IR GCC JULY 2020 on both Schedule A & B & C.

SECTION 6:**Tender No:** DFC-DDU-SNT-SSTMC-2022-01R**Name of Work:** Signal & Telecom maintenance work including supply of minor spares and hiring of manpower & maintenance vehicles for New ERC/DDU to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section of Eastern Dedicated Freight Corridor(EDFC).**Schedule of Quantities & Rate**

Sr. No.	Description	Unit	Qty.	Rate (in Rs.)	Amount (in Rs.)
Schedule-A : Hiring of Manpower					
1	Skilled Staff	Man days	13505	885	11951925
2	Semi-Skilled Staff	Man days	2920	732.78	2139718
3	Unskilled Staff/Helper	Man days	10585	626.58	6632349
Schedule-A Sub-total (including all statutory taxes and duties):					20723992/-
Schedule-B: Specified Work					
	Location Box				
1	Excavation pit casting of apparatus case (Half/Full).	no	31	8627	267437
2	Erection of Apparatus cases (Half/Full).	no	31	1342	41602
3	Fabrication ,supply & fixing of hylam in 860mmX100 mm in Apparatus cases (Half/Full).	no	153	356	54468
4	Termination of cable cores on ARA/Wago terminal/fuse blocks in Apparatus cases (Half/Full).	core	4601	14.02	64506
5	Supply & Termination of cables for Half case/ Full case.	Per loc.	31	312	9672
6	Installation of equipment in Apparatus case (Full/Half).	no	31	1061	32891
	Trenching work				
7	Trenching in all type of soils including soft rock.	mtr	7157	65.24	466923
8	Laying of S&T Cables	km	31	6830	211730
9	Excavation of cables trench through platform/road etc.	mtr	409	99	40491
10	Supply of DWC pipe inner dia 103.5mm outer dia 120mm .	mtr	613	592.33	363098
11	Supply & provision of orange tape 50 cm depth inside as per instruction of site in-charge	km	6	8613.08	51678
12	Horizontal boring.	mtr	613	1004	615452
13	Laying of DWC/RCC pipe	mtr	613	60.26	36939
14	Jointing of Sig/Tele/Power cable	no	20	592	11840
15	OFC Cable Laying by manual pushing/pulling method.	km	6	7196	43176

16	Supply of joint enclosure and its installation	no	12	23724.67	284696
Painting works					
	Painting two coats of enamel paint over one coat of Red Oxide primer on the below mentioned items in Sr. 17,18,19,20 after scraping and cleaning of the surface wherever necessary. Primer and paints (both Asian paints) are to be supplied by contractor. Inside & outside surfaces of Location boxes are to be coated with aluminum paint.				
17	Painting of Apparatus Half case/Full case	no	31	757	23467
18	Painting of Main signal post, signal unit, surface base & complete fitting as per standard practice.	no	4	1219.26	4877
19	Painting of Shunt signal post, signal unit, surface base.	no	2	542.45	1085
20	Painting of point machine along with ground connection complete (Point machine, TLD boxes, block enamel only outside and ground connection with red oxide).	no	4	383.58	1534
21	Lettering/Numbering of Signals, Point Machine, Track Lead Junction Boxes, Block Joints, Apparatus Cases etc. (each item to be taken as One Unit). This work will be carried out as per the standard practice or as per instructions by site-in-charge.	no	6	106.86	641
22	Alteration of wiring in existing Apparatus case full/half. This includes all materials in connection with alteration in wiring. All the materials shall be supplied by the contractor at his own cost. This also includes sand filling, and masonry work involved. Lettering and painting to be done by the contractor at his own cost. DFC shall supply only relay and relay bases.	no	10	2301.66	23017
23	Dismantling and releasing of location boxes/Apparatus Cases/junction. Boxes which includes releasing of terminal boards, relays, terminals, batteries track feed chargers and other associated fitting installed in the locations and stacking in the IMD Sonenagar	no	10	784.12	7841
Signal work					
24	Main Signal foundation	no	4	12327.92	49312
25	Shunt Signal foundation	no	2	3725.77	7452
26	Erection of CLS post	no	4	4697.68	18791
27	Erection of Shunt Signal	no	2	670.32	1341
28	Fixing of junction Route 1/2/3/4 way on top	no	2	1035.62	2071

29	Supply and fixing of A/AG/C/P/G Board as per DFCCIL drawing as applicable. All material required for the job such as MS angle, nuts and bolts, paint and painting materials will be supplied by the contractor.	no	20	896.73	17935
30	Supply and installation of Stop Board/BSLB/ Warning Boards as per DFCCIL drawing provided by DFCCIL with reflective strip/reflective paper, making foundation as per DFCCIL site engineer's instruction to be completed with contractor's materials including angle of erection, supply & painting	no	9	9660	86940
31	Termination of tail cable on Main Signal Units and wiring with contractor's own material, fixing of lenses etc. The work shall be done as per instruction of site engineer.	no	4	1475.54	5902
32	Termination of tail cable on Shunt Signal Units and wiring with contractor's own materials, fixing of lenses etc. The work shall be done as per instruction of DFC engineer at site.	no	2	491	982
33	Termination of cable in Junction Route Indicator 1/2/3 way.	no	2	603	1206
34	Supply & fixing of Retro-Reflective Number Plates of approved standard or as per DFCCIL instruction (Contractor has to arrange all hardware & other requirement to fix the plate on signal at his own cost.)	no	20	728.25	14565
35	Supply, installation and wiring of 'A/AG' Marker LED signal lighting unit on the same post below main signal, complete with supply of all materials for work by the contractor viz 'A/AG' marker LED with current regulator, MS angle to house A/AG marker LED 'U' bolt, other fixtures, nuts and bolts wiring materials etc. Installation will include laying of cable piece (to be supplied by the Railway) from signal termination JB to 'A' marker unit through inside of signal post or laying cable through signal foundation (by making channel in foundation and inside GI pipe fixed on signal post.) Wiring will include termination of tail cable on 'A/AG' marker. Supply, installation and wiring of one 'A/AG' marker on one signal will constitute one job.	no	1	21358.3	21358
36	Earth work around location boxes signals etc. where necessary including 50 m lead & 1.5 lift by excavation. The leads be measured from the centre of gravity of excavation to the centre of filling & the lift from mean ground level. The earth work around the location/junction boxes shall be	no	31	100.33	3110

	up to the plaster level and for width sufficient for the maintainer to attend the box both from front and back side.(Inspection by Consignee)				
37	Supply and Installation of earth electrode assembly as per latest RDSO standard / DFCCIL site incharge instruction. This also includes fixing of earth electrodes, earthing of S&T apparatus cases along with all equipments and cable armours alongwith soldering at all location as decided by the site engineer of the DFC, signal post etc. connected through cable/GI wire 8SWG supported on MS flat size 5mmX40mm to earth electrode as per DFCCIL drawing and practice on the division. Suitable brick masonry enclosure to be provided around the earth. The earth value which should be less than 10 ohms including the lead wire, should be measured and painted on it. (Inspection by Consignee).	no	31	3117	96627
38	Fixing installation and testing of rodding set for point machine with or without point machine (Point machine shall be provided by the DFC). This includes Smith work and associated works. Work to be done as per instructions of DFC representative at site. (Inspection by Consignee).	no	2	6210.61	12421
39	Plastic cover for 4 Aspect Signal Unit cover opened from front side and bottom side and made of black polythene sheet of 100 micron thickness, size: 1700mmX460mmX250mm. On back side 75mm wide corner to corner diagonal cross mark of silver colour of 100 micron thickness to be provided. To tie up cover with signal unit suitable nylon rope of 5mm dia and 4 meter length to be provided on front side and of 1.5 mtr length at centre.Note:- 1. Sample must be approved before bulk supply.2. Dimensions are approximate to the extent of tolerance by +/-5%. (Inspection by Consignee)	no	204	168.27	34327
40	Plastic cover for 3 Aspect Signal Unit cover opened from Front side and bottom side and made of black polythene sheet of 100 micron thickness, size: 1300mmX460mmX205mm. On back side 75mm wide corner to corner diagonal cross mark of silver colour of 100 micron thickness to be provided.To tie up cover with signal unit suitable nylon rope of 5mm dia and 4 meter length to be provided on	no	61	149.82	9139

	front side & of 1.5 mtr length at centre.Note:- 1. Sample must be approved before bulk supply.2. Dimensions are approximate to the extent of tolerance by + -5%. (Inspection by Consignee).				
41	Plastic cover for 2 Aspect Signal Unit cover opened from front side and bottom side and made of black polythene sheet of 100 micron thickness, size: 1200mmX460mmX205mm. On back side 75mm wide corner to corner diagonal cross mark of silver colour of 100 micron thickness to be provided. To tie up cover with signal unit suitable nylon rope of 5mm dia and 4 meter length to be provided on front side & of 1.5 mtr length at centre.Note:- 1. Sample must be approved before bulk supply.2. Dimensions are approximate to the extent of tolerance by +/-5%. (Inspection by Consignee).	no	10	131.87	1319
42	Demounting and Remounting of Wheel Sensor (Track Device) of Multi-Section Digital Axle Counter (MSDAC). This includes demounting and removal of Wheel Sensor (mounted on the rail) along with its tail cable under the rail. The Contractor shall ensure the proper alignment of the Wheel Sensor at the time of remounting the Wheel Sensor. The work shall be completed as per OEM's guidelines and Technical Requirement & Specification under the supervision of DFC site incharge.	Nos.	61	1379	84119
43	Demounting and Replacement of Wheel Sensor (Track Device) of Multi-Section Digital Axle Counter (MSDAC) including disconnection and reconnection of tail cable at TLJB. This includes complete removal of Wheel Sensor (mounted on the rail) along with the tail cable under the rail.The Contractor shall ensure the proper alignment of the Wheel Sensor at the time of mounting the new Wheel Sensor. Wheel sensor shall be supplied by DFCCIL. The Contractor shall bring the new wheel sensor from station / IMD/ IMSD to site and shall take the old / released wheel sensor from site to station/ IMD/ IMSD.The work shall be completed as per OEM's guidelines and Technical Requirement & Specification under the supervision of DFC	Nos.	20	2240	44800

	site incharge.				
44	Execution of maintenance activities of electrically operated points as per maintenance schedule.				
a.	Crossing Station	Per station per Month	48	46654	2239392
b.	Junction Station	Per station per Month	48	135511	6504528
45	Execution of maintenance activates of MSDAC, Color Light Signals, Cables, location box, etc. as per maintenance schedule				
a.	Crossing Station	Per station per Month	48	35314	1695072
b.	Junction Station including associated part of IR Junction station	Per station per Month	48	84120	4037760
Schedule-B Sub-total (including all statutory taxes and duties):					17649530/-
Schedule-C: Hiring of Vehicles					
1(a)	Monthly Hiring charges for provision of diesel driven maintenance commercial Multi Utility Vehicles(Mahindra Bolero Camper Gold ZX or similar) with 24x7 hours availability, along with Driver, including cost of lubricants, all repairs, salary of driver, all taxes including GST, including running up to nominal 4000 km in a month. The vehicle shall run on pucca, kutchra road and along the track. Toll tax, interstate tax / state entry tax / octroi tax, parking charges on tour will be reimbursed	Vehicle month	24	43205.92	1036942

	after having submitted the proof. No rest, no weekly off and no holidays will be given to the vehicle. Contractor has to arrange at least Two drivers for Shift wise duty accordingly. In case of servicing/ repair, replacement, substitute vehicle is to be arranged by the Contractor along with the driver at no additional cost. The vehicle should be manufactured in year 2019 or later				
1(b)	Fuel Charges for running of vehicles per km as per log book for item no.1(a) above (Estimated total 48000km for each vehicle)	km	96000	10.8	1036800
2(a)	Monthly Hiring charges for provision of diesel driven maintenance commercial Sports Utility Vehicles(Mahindra Scorpio or similar)with 12 hours a day availability, along with Driver, including cost of lubricants, all repairs, salary of driver, all taxes including GST, including running up to nominal 2000 km in a month. The vehicle shall run on pucca, kutcha road and along the track. Toll tax, interstate tax / state entry tax / octroi tax, parking charges on tour will be reimbursed after having submitted the proof. No rest, no weekly off and no holidays will be given to the vehicle. In case of servicing/ repair, replacement, substitute vehicle is to be arranged by the Contractor along with the driver at no additional cost. The vehicle should be manufactured in year 2019 or later.	Vehicle month	24	31373.11	752955
2(b)	Fuel Charges for running of vehicles per km as per log book for item no.2(a) above(Estimated total 24000 km for each vehicle)	km	48000	9.41	451680
3(a)	Monthly Hiring charges for provision of diesel driven maintenance mini Truck (TATA 407 or similar)with 12 hours a day availability, along with Driver, including cost of lubricants, all repairs, salary of driver, all taxes including GST, including running up to nominal 1500 km in a month. The vehicle shall run on pucca, kutcha road and along the track. Toll tax, interstate tax / state entry tax / octroi tax, parking charges on tour will be reimbursed after having submitted the proof. No rest, no weekly off and no holidays will be given to the vehicle. In case of servicing/ repair, replacement, substitute vehicle is to be arranged by the Contractor along with the driver at no additional cost. The vehicle should be manufactured in year 2019 or later	Vehicle month	12	78641.7	943700
3(b)	Fuel Charges for running of vehicles per km as per log book for item no3(b) above	km	18000	18.02	324360

	(Estimated total 18000 km for each vehicle)				
Schedule-C Sub-total (including all statutory taxes and duties):					4546437/-
Total Estimated Amount (including all statutory taxes and duties):					42919960/-

The rate will be-----% (Percentage) below/above/at par to the Total Cost (to be filled by the bidder in figure).

The rate will be ----- (Percentage) below/above/at par to the Total Cost (to be filled by the bidder in words).

Signature of Tenderer with seal

Notes/Conditions: -

- 1. The above rates are inclusive of all Govt. & Local taxes including applicable GST. However, GST, will be reimbursed only after the contractor has submitted the proof of having actually paid the above taxes/charges.*
- 2. In the event of statutory increase in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time after submission of the tender, payment of minimum wages to the personnel deployed by the Contractor/Agency should be revised accordingly and the Contractor/Agency shall take care of all such notifications. DFCCIL shall not be liable for payment against any such statutory increase in the wages. The Contractor should keep this fact in mind while quoting the rate against the Schedule items of Section-6 (Schedule of Approximate Quantities & Rate).*
- 3. The bidder shall indicate his rate in %age below/above/at par, on total cost as per schedule of quantities & rate above on IREPS portal. The Bidder/Tenderer quoting the rates for individual items will be disqualified. Offer with incomplete/ambiguous rate/conditional rate will not be considered.*
- 4. For items at Sr. no. 1 to 45 of the Schedule B of the Section 6 the work needs to be carried out on "as & when required basis".*
- 5. DFCCIL reserves the right to operate additional quantities of the schedule item as & when required within the variation limit.*
- 6. The manpower shall be deployed/posted at any of EDFC stations or at any site location within the jurisdiction of DFCCIL/DDU unit, as per requirement of DFCCIL.*
- 7. The Contractor shall submit the on-account bills, by the date stipulated by the DFCCIL, supported with pay sheets, proof of payments to the employees, proof of payment of statutory deductions and other documents if any. Without having submitted documentary proof, the on-account bill will not be processed and no payment will be made to the Contractor.*

Declaration by the tenderer

- (1) I/We am/are signing this document after carefully reading the contents.*
- (2) I/We also accept all the conditions of the tender and have signed all the pages in confirmation thereof.*
- (3) I/We offer and agree to execute the above work at rate uploaded online at <https://www.ireps.gov.in> through Digital Signature Certificate (DSC).*

Signature of tenderer/s

with Seal

Address:

SCOPE OF SERVICES

Annexure-A

For items at Sr. No. 01 & 03 of Schedule A- Hiring of Manpower at Section-6 of this tender document, the scope of work/services is as follows:

The Contractor has to provide outsourced persons in various categories (As mentioned in Schedule A at Sr. No. 01 & 03 of schedule of quantities & rates (Section-6) of Tender Document). Following shall be the tentative duty list of different categories of Outsourced personnel required by DFCCIL:

For items at Sr.No.01.02 &03 of Schedule A -Hiring of Manpower at Section-6:

1.Skilled Manpower :

1. Attention to Point Machine and Ground Connection for cleaning, oiling, tightening of nuts & bolts and maintenance under supervision of DFCCIL Staff.
2. Attention to level crossing booms for correcting alignment. repair & replacement.
3. Attention to location boxes for alignment & strengthening.
4. Attention to Wheel sensor and deflectors for tightening, alignment etc.
5. Attentions to axle counter TLJB for cleaning, alignment etc.
6. Attention to Signals/Shunt Signals for cleaning, alignment etc.
7. Checking safety adjustments/compliances/validations of all signalling gears.
8. Restoration works at the time of accident/ derailment.
9. Prompt attending of breakdown/ equipment failures as per instructions of DFCCIL Staff.
10. Any other work associated with maintenance of S&T Gears, assigned by DFCCIL site- In charge.

2. Semi-Skilled Manpower:

1. Cleaning of Signal Units, Location Boxes, TLJBs, and Point Machines etc.
2. Cleaning/Dusting of various Racks in SER, TER, ALHs & THs.
3. Attention to earthing pits and earthing at service buildings (Station/ALH/TH/ LC Gates).
4. Attention to earthing of location boxes and signals.
5. Visual Inspections and checking of loose connections.
6. Measurement of basic voltage/ current levels.
7. Observing the diagnostic indications in cards.
8. Cleaning of ALH/TH/Stations Signal /Telecom rooms and equipment including Air Conditioner.
9. Cleaning/ Maintenance of batteries at Stations/ALH/TH.
10. Attention to Maintenance of Air Conditioning in ALH/TH
11. Transportation of Signal/Telecom material/equipment/Cables from IMD/IMSD to Site.
12. Loading, unloading & handling of materials.
13. Minor trenching/digging associated with attending faults/ restoration of faults/ cable faults etc.
14. Restoration works at the time of accident/ derailment. Prompt attending of breakdown/ equipment failures as per instructions of DFCCIL Staff.
15. Any other work associated with maintenance of S&T Gears, assigned by DFCCIL Site- in-charge.

3. Un-skilled Manpower(Multi-Tasking Staff/Helper) :

1. Regular cleaning of equipment, installed at station, ALH, RH, LC gate etc.
2. Upkeeping of stores and associated loading, unloading and handling of material.
3. Staff will be utilized in attending S&T failure at night.
4. Helping in various kind of works at site, office etc.
5. Cleaning/Dusting of various Racks in SER, TER, ALHs & THs
6. Restoration works at the time of accident/ derailment.
7. Prompt attending of breakdown/ equipment failures as per instructions of DFCCIL Staff.
8. Any other work associated with maintenance of S&T Gears, assigned by DFCCIL Site- in-charge.

Note:- Safety and Protection items/ equipment e.g. Luminous Jackets, Helmet, Torch, Safety Shoes, Hand Gloves or any other safety item as per site requirement shall be provided to all the outsourced staff by the Contractor.

Signature of tenderer/s
with Seal
Address:

Annexure-B**The Staff Deployed Shall possess following Minimum Educational Qualification and Experience:****1. (A) Skilled Manpower (Fitter and Wiremen) {Schedule-A: Hiring of Manpower(under Section-6)}**

Total Manpower required in this Category: **29 Nos.** (Fitter- 14Nos. + Wiremen-15 Nos.). Tentative deployment details of this Category of Manpower is placed at [Annexure-C](#).

- **Minimum Educational Qualification/ Essential Experience: -**

- Fitters:** ITI or equivalent in relevant trade with minimum 2 years of field experience in Railway Signalling Point Installation works.
- Wiremen:** ITI or equivalent in relevant trade with minimum 2 years of experience in Railway/ Railway PSU Signaling Wiring Works.

(B) Skilled Manpower Telecom (Technician/Cable Jointer){Schedule-A: Hiring of Manpower(under Section-6)}

Total Manpower required in this Category: **08 Nos.** (Technician- 08 Nos). Tentative deployment details of this Category of Manpower is placed at [Annexure-C](#).

- **Minimum Educational Qualification/ Essential Experience: -**

- Technician:** ITI or equivalent in electronics/ electronics & telecommunication with Minimum 2 years of field experience in Railway/Railway PSU telecom unit or in any reputed IT firm.
- Should have basic knowledge in operation & maintenance of PCs/Laptop/Cameras/Switches, Printers/ Routers/Wi-Fi (Access Points)/Networking etc.

2. Semi-Skilled Manpower (Store/ Maintenance) (For Schedule A- Hiring of Manpower Items at Sr.No. 2) under Section-6:

Total Manpower required in this Category: **08 Nos.** Tentative deployment details of this Category of Manpower is placed in [Annexure-C](#).

- **Minimum Educational Qualification/ Required Working Knowledge: -**

Semi-skilled Manpower (Multi-tasking staff) shall be 10th standard Pass and should have adequate working knowledge of electrical/mechanical work and shall be capable to use pliers, screwdriver, wrenches, hacksaw, hammer and electric drill machines to

assist in day-to-day maintenance work. The Semi-skilled manpower shall be required to demonstrate the use of pliers, screwdriver, wrenches, hacksaw, hammer and electric drill machines in presence of authorised DFCCIL official (APM/Dy. PM/JPM/Sr. Exec/S&T) in charge of Section prior to deployment over stations/IMD/IMSD to assist in day-to-day maintenance work.

3. Un-skilled Manpower (Multi-Tasking Staff/Helper) (For Schedule A-Hiring of Manpower Items at Sr.No. 3) under Section-6:

Total Manpower required in this category: 29 Nos. Tentative deployment details of this category of Manpower is placed at **Annexure - C**

• **Minimum Educational Qualification/ Essential Experience: -**

Un-skilled Manpower (Multi-tasking staff) shall be minimum 08th Standard Pass. Staff deployed by the contractor for carrying out housekeeping work should be capable to identify/ should have basic knowledge of pliers, screwdriver, wrenches, hacksaw, hammer and electric drill machines etc. He should be aware of basic safety precautions.

- Note:** -
1. All the staff deployed should be physically fit and have to submit medical fitness certificate duly issued by registered medical practitioner.
 2. Further, the Contractor shall be responsible for ensuring good character and no criminal record of outsourced staff.
 3. The Contractor has to submit the qualification and experience certificates of all the staff to be deployed in DFCCIL. Such staff will be tested by DFCCIL nominated officers for skill level and will be allowed to deploy under the said work only after acceptance by the nominated official.
 4. Safety and Protection items/ equipment e.g. Luminous Jackets, Helmets, Torch, Safety Shoes, Hand Gloves or any other safety item as per site requirement shall be provided to all the outsourced staff by the Contractor.

***Signature of
tenderer/with Seal
Address:***

Annexure-C**CERTIFICATION OF FAMILIARISATION**

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, 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 of 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 agree to deploy the requisite no. of Outsourced Staff under various Categories as per following tentative deployment schedule. I/We understand that the deployment of staff may be changed as per requirement of DFCCIL

Sr. No.	EDFC Station	IMD/IMSD	Skilled Staff			Semi-skilled Staff	Un-skilled Staff
			Fitters	Wiremen	Telecom maintainer/ Cable jointer	Store/ Maintenance	MTS/Helper
1	New ERC DDU		1	1	1	-	2
2	GAQN		2	2	1	-	4
3	DGON	IMSD	3	3	1	2	6
4	KTQN		2	2	1	-	4
5	KWDN	IMSD	1	2	1	2	3
6	SEBL		1	1	1	-	2
7	CPBN	-	2	2	1	-	4
8	SEBN	IMD	2	2	1	4	4
Total			14	15	08	08	29

Table-I: Tentative Deployment of Skilled/ Semi-Skilled/Un-Skilled Staff.

NOTE: Deployment of staff may be altered as per requirement of DFCCIL. Also 01 fitter, 01 wireman and 01 helper will be always available at all stations during night for attending night failures, except SEBL where either CPBN or SEBN night staff will attend night failure of SEBL as and when the need arises.

***Signature of tenderer/s
with Seal
Address:***

Annexure-D**MAINTENANCE SCHEDULE FOR S&T GEARS****1. ELECTRICALLY OPERATED POINTS:**

Schedule Code	Schedule	Periodicity
	Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level	
P1	<ul style="list-style-type: none"> (i). Cleaning, graphiting / oiling of slide chairs of the machine to make it free from rust & dirt. (ii). Checking of Point Gear Assembly, slides, rollers & pins as guided by DFCCIL staff. Checking to ensure that that roller is free from wear and tear and falls freely on control and lift out disc. (iii). Tightening of all nuts, check nuts & bolts, lock nuts holding the detector slides & lock slides with lugs and checking of condition of split pins as per guidance of DFCCIL staff. (iv). Check the contacts for proper adjustment to ensure that these are free from wear & tear and also check that wires are neatly dressed & clear of all movingpart. (v). The setting of switch for having required amount of spring action. (vi). Conducting Obstruction Test - of points with 5 mm test piece as per guidance of DFCCIL staff. 	Fortnightly
P2	<ul style="list-style-type: none"> (i). Taking measurements of operating values (voltage, current & timings) of point machines, with and without obstruction for normal and reverse operation. (ii). Checking Hose pipe/GI pipe to ensure that these are in good condition and without gaps/access. (iii). Check MS pins of Switch Extension piece / 'P' bracket for any rib formation or excessive wear. 	Monthly in presence of Sr. Executive/ Executive/S&T
P3	<ul style="list-style-type: none"> (i). Assisting during Joint check with Junior Executive/ Executive/ Sr. Executive (Civil), of points & crossing for levelling, squaring, creeping, packing, clearance of ballast and other P- Way fittings, etc. and measurement of LH, RH switch opening. Assisting in Joint checking of SSD arm insulation. 	Quarterly in presence of Sr. Executive/ Executive/S&T

	(ii). Greasing / Oiling of point machine and checking of all grease nipples in position iii). Oiling of Point Gear Assembly, slides, rollers & pins with medium grade axle oil IS 1628, avoiding overflowing. iv). To ensure smoothness, Cleaning carbon brushes of Commutator,	
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2. MULTI SECTION DIGITAL AXLE COUNTER (MSDAC)

Schedule Code	Schedule	Periodicity
	Outdoor Equipment	
	Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level	
MSD1	(i). Checking & visual inspection of track side Sensor's proper tightening. If rail contact bolt of sensor found loose then it must be tightened by Torque Wrench with specified torque for Eldyne make MSDAC. ii). Check physically sensor cable and duct/protective pipe including earthing connections to ensure that they are proper & tightened & not corroded. iii). Checking for proper size & tightness of deflectors. The deflectors should be at least 45 cm away from centre of Sensor. iv). Checking to ensure that the proper fixing of track side connection box (DP/EAK) on the mushroom base plate & all screws are tight. Also check the condition of Track side JB foundation v). Checking to ensure the proper spacing (400 mm) & packing of sleepers in between track device (sensor) fitted and fitting do not vibrate under train movement. (vi). Checking to ensure that all cable entry point or any opening of DP/EAK/EJB junction box is properly sealed. (vii). Checking to ensure that the rail contact (Sensor) cable is free to loop near the Tx-Rx heads. The protective hose pipe must not be fitted up to the rail contact otherwise the rail contact integral cables may get	Monthly in presence of Sr. Executive/ Executive/S&T

	<p>damaged by the rigid hose because of short bending radius</p> <p>(viii). Checking to ensure proper packing of supporting sleepers of sensor so that fittings do not vibrate during passage of train.</p> <p>(ix). Visual inspection of condition of earth rod, earth pit, connections and checking of earth continuity.</p>	
MSD2	(i). Measure input /output voltage & other parameters of DP (outside) & Evaluator (MSDAC)	Quarterly in presence of Sr. Executive/ Executive S&T

3. Colour Light Signal:

Schedule Code	Schedule	Periodicity
	Outdoor Equipment	
	Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level	
CLS1	<p>(i). Cleaning of LED lighting unit & integrated LED, all terminations, housing, signal units & around signal post.</p> <p>(ii). Measurement of input voltage & current with clamp type ammeter at input terminals of LED signal for all signal aspects</p> <p>(iii). Checking of tightness of all adjusting screws of LED signal unit as well as integrated LED</p> <p>(iv). Checking to ensure that condition of signal post is satisfactory.</p> <p>(v). Check condition of Signal foundation, ladder & checking to ensure to ensure their proper alignment.</p> <p>(vi). Checking to ensure that Signal unit condition, closing of door & locking arrangements are satisfactory.</p> <p>(vii). Checking to ensure that Signal post & CLS unit are earthed & screen earthing is effective.</p> <p>(viii). Complete signal unit should be cleaned by removing oxidation, rusting & tightened properly.</p> <p>(ix). Checking to ensure that that there is no opening/ access for rain water/ rodent entry.</p> <p>(x). Checking and cleaning cable terminations in location box by removing</p>	Monthly in presence of Sr. Executive/ Executive S&T

	oxidation, rusting & tightened properly. (xi). Visual check of insulations of cables, PVC wires, proper termination without criss cross, condition of rubber gasket arrangement.	
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4. CABLE

Schedule Code	Schedule	Periodicity
	Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level	
C1	(i). All termination at CTR, Location Box, Junction Box and relay room should be checked for sulphation. Entries of cables in relay room, cable pit, location box etc. to be checked and should be sealed properly. (ii). Check for possible rat bite, vulnerability to bush fire / likely damage due to ongoing works nearby. (iii). Visual check of connections, cable armour earthing arrangement in location boxes.	Monthly in presence of Sr. Executive/ Executive/ S&T
C2	(i). Visual check of protective arrangement provided at track crossing, culverts, bridges, construction site and cable route marker in complete section. Special attention should be paid to these protective works soon after the monsoon. (ii). Checking of exposed cable in earth, bridges, duct, Platform, pipe etc. Exposed cable shall be buried or protected by concreting. Ends of the pipe must be concreted. (ii). Condition of cable pipe to be checked. Cables pipe on bridges to be fastened properly, bracket to be tightened & fixed. Entries of cables in pipes should be sealed properly.	Quarterly in presence of Sr. Executive/ Executive/ S&T

5. SLIDING BOOM

Schedule Code	Schedule	Periodicity
	Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level	
SLB-1	(i). Checking to ensure that New Sliding Boom is easy to operate and travels smoothly in its boom channel. (ii). E type lock to be oiled and free movement to be checked. (iii). Check that E type key can be taken out only when combination key is inserted. (iv). Check to ensure that Stop board has retro-reflective paint/tape. Stop board of approx. size 600 mm to be provided. (v). EKT/KLCR for slot transmission is effective (vi). Checking to ensure locking of slide covers on sliding booms.	Fortnightly
SLB-2	(i). Foundation of sliding boom channel and boom lock post should be intact so that sliding boom is not obstructed. (ii). Check for tightness of base nuts & bolts of stand and jointing nuts & bolts of the sliding boom. (iii). Checking to ensure that ELB and Sliding boom Interlocking is effective	Monthly in presence of Sr. Executive / Executive /S&T

6. POWER OPERATED LIFTING BARRIER

Schedule Code	Schedule	Periodicity
	Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level	
LC-1	(i). Checking to ensure that the smooth operation of gate barrier and check for auto stop of barrier in fully open (within 85°-90°) & closed (within 0°- 5°) position. Adjust circuit controllers, if required. (ii). Cleaning the inside & outside of mechanism, booms, channels & Hand Generator. Checking & cleaning of contacts, proper adjustment & condition of Limit Switch/Circuit Controller/Contactors.	Fortnightly

	<p>(iii). Check for tightness of all fixing nuts & bolts of the mechanism counterbalance cannels & adjust screws of base, gear box, clutch assembly, motor, pulleys, boom, machine foundation & the circuit controllers. Along with this the bottom should be checked for any crack in it.</p> <p>(iv). Check the condition of all the indication Button & Emergency key on gate panel</p> <p>(v). Checking and cleaning of operating panel, Road signals and retro reflective STOP Board on both LB & Hooter.</p> <p>(vi). Checking of Audio- Visual alarm/hooter for approach warning/approach locking. wherever provided</p> <p>vii). Check to ensure the proper working of telephone</p> <p>viii). Check for Availability of lubrication to its level in the gear box.</p> <p>a. Locking Checking-> Solenoid Locking: Clean inside the solenoid device and ensure that The lever falls to the lock position by gravity.</p> <p>b. Making of Magnet Switch contacts (check with continuity meter) when boom hook is inside lock unit & lock lever is in locked position.</p> <p>c. Contact does not break even when boom is moved up & down or sideways within allowable play in lock.</p> <p>d. Check Contact of boom lock proving switch, Replace if required.</p> <p>(xi) Motorized Locking: Ensure that the boom hook falls properly into the Boom Lock Post. Adjust position of Boom Hook/ lock unit if required.</p> <p>(xii) Apply a little grease to the cam surface which operates the limit switch</p> <p>(xiii) Check Timing Belt tension for both barriers & Hand Generator. Adjust if required</p> <p>(xiv) Check Gear Box for any leakage of oil.</p> <p>(xv) Check clutch slippage torque and slippage of friction clutch. Adjust if required places.</p>	
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	<p>(xvi) Parallel operation/& Individual operation and opening of gate.</p> <p>(xvii) Gate operation to be tested with Crank Handle.CH should be kept sealed inthe box.</p> <p>(xviii) Check emergency switch for turning signal to danger. In case of approach lowered signal, emergency switch to be kept in break position and to be rotated to make position once gate is closed and panel push button is pressed.</p> <p>(xix) All cable terminations are tight and properly connected.</p>	
LC-2	<p>(i). Measure the time of operation, working voltage of ELB and operating current. Ensure all parameters under permissible limit.</p> <p>(ii). Checking of NX Switch/Crank Handle</p> <p>(iii). (iii). Balancing of Weight &booms</p> <p>(iv). Tightening of Screws of ebonite cams of contacts</p>	Quarterly in presence of Sr. Executive/ Executive/ S&T

7. LOCATION BOX

Schedule Code	Schedule	Periodicity
	Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level	
LB-1	Cleaning and visual check of cable insulations, terminations and equipment installed in location boxes.	Monthly in presence of Sr. Executive / Executive S&T
LB-2	Ensure that there is no possibility of water ingress.	

8. Telecom Equipment

Schedule Code	Schedule	Periodicity
	Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level	
TC-1	Cleaning and visual check of SMPS including battery, LAN network, Telephone lines, control phones Camera System, EPABX, LC gate Telephone, Wi-Fi System with NMS,STM-16,STM-4,MUX along with NMSIP phones ,Digital Phones ,Data Network equipment along with NMS,VHF sets etc.	Monthly in presence of Sr. Executive / Executive S&T

Note: Above Maintenance Schedule for S&T Gears is tentative and indicative only. The Schedule may change from time to time & may include additional items as per requirement of DFCCIL.

ANNEXURE – E**Staff deployment for Sr. no. 01 to 03 of Schedule A-Hiring of Manpower at Section-6**

Sr. No.	EDFC Station	IMD/IMSD	Skilled Staff			Semi-skilled Staff	Un-skilled Staff
			Fitters	Wiremen	Telecom maintainer/ Cable jointer	Store/ Maintenance	MTS/Helper
1	New ERC DDU		1	1	1	-	2
2	GAQN		2	2	1	-	4
3	DGON	IMSD	3	3	1	2	6
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5	KWDN	IMSD	1	2	1	2	3
6	SEBL		1	1	1	-	2
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8	SEBN	IMD	2	2	1	4	4
Total			14	15	08	08	29

Table-I: Tentative Deployment of Skilled/ Semi-Skilled/Un-Skilled Staff.

NOTE: Deployment of staff may be altered as per requirement of DFCCIL. Also 01 fitter, 01 wireman and 01 helper will be always available at all stations during night for attending night failures, except SEBL where either CPBN or SEBN night staff will attend night failure of SEBL as and when the need arises.

*Signature of tenderer/s
with Seal
Address:*

ANNEXURE – I

TENDERER(S)'S GENERAL INFORMATION		PROOF ATTACHED AT PAGE
1. Name of firm.		
2. Full name of Contractor/s:		
3. Year of Establishment.		
4. Registered Head Office :- Address: -		
5. Operation Address if different from above:		
6. Branch Office in India:		
7. Constitution of firm (give full details including name of Partners/Executive/s power of Attorney holders etc.)		
8. Particulars of Registration with Government Semi Government Organization, Public sector under-Taking and local bodies etc.		
9. Bank A/C No of Firm with IFSC & MICR code for electronic clearance of the payment		
10. Telephone Number		
11. E-mail address & Web Site		
12. Telefax Number		
13. ISO Certification, if any { If yes, please furnish details }		
14. PAN No:		
15. PF / EPF Registration No:		
16. GST Registration No:		
1. The information furnished above shall be supported by authentic documents including registration number of the firm. 2. The copies of documents submitted shall be duly attested by a Gazetted officer.		
Signature of the Tenderer/s: -		

ANNEXURE – II

Performa for Experience/Performance Certificate. {On the letter head of the issuing department}

M/s..... has carried out the Repairing/ Refixing/ Replacement/ Construction/ Maintenance work of Signaling Assets successfully. The details are as under:

1. Name of work/ service:
2. Agreement/contract number:
3. Nature of service provided:
4. Date of start of service/work:
5. Date of completion of work/service:
6. Total value of work/service during the contract period (if completed):
7. In case of on-going work/service, please indicate the annual payment for F.Y 2021-22, F.Y. 2020 -21, F.Y.2019-20, F.Y.2018-19.

(Name & signature of the officer with seal of the department and phone no.).

ANNEXURE – III

Self-Certificate

- a. I/We have downloaded the tender form from the internet site <https://www.ireps.gov.in> and I/we have not tampered/ modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with the DFCCIL and/or prosecuted as per law.
- b. I/we are submitting a Demand Draft/Bankers Cheque No.....
..... dated issued by
..... For Rs.....
..... towards the cost of tender form.
- c. I/We certified that I/we am/are not black listed or debarred by DFCCIL or Railways or any other Ministry/Department of the Government of India/State Government and there has not been any work cancelled against us for poor performance in the last three years reckoned from the date of invitation of tender.

Seal & Signature of the Tenderer/s:

Annexure - IV**FORM OF IRREVOCABLE GUARANTEE BOND FOR PERFORMANCE
GUARANTEE (PG).**

(The Bank Guarantee (BGs) to be submitted by the suppliers/ contractors should be sent directly to) "Chief General Manager(Co)/DDU: DFCCIL, Manas Nagar Railway Colony (Near RPF Post), Pt. Deen Daval Upadhavay Post Office: Alinagar, District – Chandauli, Pin - 232101 (U.P.) by the issuing Bank under Registered Post A. D.).

To.

Chief General Manager/Co/DDU/DFCCIL
Manas Nagar Railway Colony,
Alinagar, DDU - 232101.

In consideration of the Chief General Manager; DFCCIL (hereinafter called "DFCCIL") having agreed to accept from.....hereinafter called "the said Contractor/s"), under the terms and conditions of an Agreement/ Acceptance letter dated..... made between.....and..... (hereinafter called "the said Agreement")the Performance Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of 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 under take to pay the Government an amount not exceeding Rs..... against any loss or Damage caused to or suffered by or would be caused to or suffered by Government by reason of any breach by said Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. 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 demand from the DFCCIL stating that the amount claimed is by way of loss or damage caused to or suffered by the DFCCIL by reason of 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 Agreement, any such demand made on the Bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not Exceeding Rs.....
2. We undertake to pay to the DFCCIL any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/ suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors(s)/ supplier(s) shall have no against us for making such payment.

3. We,(indicate the name of the 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, including Maintenance/ Warrantee Period, and it shall continue to be enforceable till dues of the DFCCIL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till office/Department/ DFCCIL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the we shall discharge from all liability under this guarantee thereafter.
4. We,(indicate name of the Bank) further agree with the DFCCIL that the DFCCIL shall have the fullest liberty without our consent and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the DFCCIL against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor/s or for any forbearance act or omission on the part of the DFCCIL or indulgence by the DFCCIL to the said contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/ Supplier(s).
6. We,(indicate the name of Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the DFCCIL in writing.

Dated thisday of...2022.

	For.
Signature of the Tenderer/s:	(Indicate the name of the Bank)

Annexure - VI

FORM OF AGREEMENT (To be executed on requisite value of stamp papers)

AGREEMENT

THIS AGREEMENT made on ____ day of _____ 2021 between DFCCIL, acting through Chief General Manager(Co)/DDU, DFCCIL, Manas Nagar Railway Colony, Alinagar, DDU – 232101 (herein after called the “DFCCIL”) of the one part and __ (Name / address of the contractor) (herein after called the contractor) of the other part.

WHEREAS the DFCCIL is desirous that certain works should be executed by the Contractor viz. Hiring of 05 (Five) nos. Diesel driven four wheeler Vehicle in the jurisdiction of Chief General Manager/Co. or at DDU for the official use and call based vehicle for occasional use of DFCCIL/DDU unit Contract No. _____ with accepted value of Rs _____ & completion period of 36 months (from date _____ to _____) (herein after 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. 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. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of Tender
 - b) Notice Inviting Tender
 - c) Instructions to the Tenderers
 - d) Conditions of the Contract (General & Special)
 - e) Schedule of approximate quantities & Rate
 - f) Document & Credentials submitted by tenderer.
3. In consideration of the payments to be made by the DFCCIL to the contractor as hereinafter mentioned, the contractor hereby covenants with the DFCCIL to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The DFCCIL hereby covenant to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the authorized signatory)

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

Witness:

1.

2.

(Name, Designation and address of the authorized signatory)

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

Witness:

1.

2.

(Name and address of the witnesses to be indicated).

Annexure-VII

CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL

I/WE THE UNDERSIGNED HEREBY SOLEMNLY DECLARE AND CERTIFY THAT I/WE DO NOT HAVE ANY OF OUR RELATIVE/RELATIVES EMPLOYED IN THE DFCCIL EXCEPT THE NAMES MENTIONED HEREIN UNDER:

1.....

2.....

3.....

AND SO ON

NOTE:-NAMES,DESIGNATION, NAME OF OFFICE, HEADQUARTER OF THE TENDERER(S)'S RELATIVE IN DFCCIL TO BE MENTIONED BY THE TENDERER(S) IN 1, 2,3 AND SO ON ABOVE.

SIGNATURE OF TENDERER(S)

Signature of the Tenderer/s:-

PRE-CONTRACT INTEGRITY PACT**General**

This pre-bid pre contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2022, between, on one hand, the DFCCIL acting through Shri.....Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s_____represented by Shri _____Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the CLIENT proposes to procure (Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services) and the [A] is willing to offer/has offered for stores or works.

WHEREAS the [A] is a Private Company/Public Company/Government Undertaking /Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India. NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the CLIENT to obtain the desired said (Name of the Stores/Equipment /Item, Name of the Consultancy Service, Name of Works Contract, Name of Services) at a competitive Price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure [B] by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity pact and agree as follows:

Commitments of the CLIENT

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand and/or , take a promise for acceptance, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bidevaluation, contracting or implementation process related to the [B].
- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.
- 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the [A] to the CLIENT with full and verifiable facts and the same is prima facie found to be

correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

Commitments of BIDDERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following: -
 - 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
 - 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavour to any person in relation to the [B] or any other [B] with the Government.
 - 3.3 The [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
 - 3.4 The [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/ integrator/ authorized Government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual ,firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
 - 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
 - 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care so that any such information is not divulged.

- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

4. Previous Transaction

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, and the contract can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 EMD amount & form of EMD will be as per terms & conditions of contract document.
- 5.2 Validity of EMD & Security Deposit will be as per terms and conditions of contract.
- 5.3 In case of the successful [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the CLIENT to the [A] on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for violations

- 6.1 Any breach of the aforesaid provision by the [A] or any one employed by it or acting on behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one the following action, wherever required:-
 - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceeding with the other BIDDER (s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/ Performance Guarantee/ Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason thereof.
 - (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
 - (iv) To recover all sums already paid by the CLIENT, and case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the CLIENT

- connection with any other [B], such outstanding payment could also be utilized the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A] in order to recover the payments, already made by the CLIENT, along with interest.
 - (vi) To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money (s) due to the [A].
 - (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
 - (viii) To recover all sums paid in violation of this pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any [B] signed by the CLIENT with the [A] the same shall not be opened.
 - (x) Forfeiture of performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The CLIENT will be entitled to take all or any of the actions mentioned at para 6.1(1) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf, whether with or without the knowledge of the [A] of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act., 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this pact.

7. Fall Clause

- 7.1 The [A] undertakes that it has not supplied/ is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

8. Independent Monitors

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the CLIENT.

- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the [A] with confidentiality.
- 8.7 The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the books of Accounts of the [A] and the [A] shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the CLIENT

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT & the [A], including warranty period, whichever is later. In case [A] is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the [B].
- 12.2 Should one or several provisions of this pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on. _____

CLIENT
Name of the Officer
Designation
Deptt./Ministry/PSU

BIDDER
CHIEF EXECUCTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

Note:

[A] - To be replaced by BIDDER/Seller/Consultant/Consultancy Firm/Service Provider as the case may be.

[B] - To be replaced by Contract/Supply Contract/Consultancy Contract/Works Contract as the case may be.

Annexure-XI**ANTI-PROFITEERING DECLARATION****TO WHOMSOEVER IT MAY CONCERN**

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

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

- 6) That I declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil it could result in penalties under the law.
- 7) I confirm that I am aware of the implication of the above undertaking and our liability on account of incorrect/misleading declaration under the GST Laws.

Signature of the Authorised Signatory/ Person

Name and Designation of the Authorised Signatory/ Person

Name of the Organisation and Seal

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

**END
OF
DOCUMENT**