



Dedicated Freight Corridor Corporation of India Limited

(A Government of India Enterprise under Ministry of Railways)

E-Tender Document

FOR

Name of Work: Repairing, Refixing/Replacement, Maintenance of Signaling and Telecommunication Gears/ Equipment & other related works with hiring of manpower and supply of spares for New Bhaupur-New Khurja section including IR connecting lines of Eastern Dedicated Freight Corridor (EDFC) under CGM/Tundla unit for one (01) years.

SINGLE PACKET OPEN E-TENDER (NON TRANSFERABLE)

Tender No. DFC-TDLN-SnT-Maint-2025

(Participation through e-Tender only)

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

(April 2025)

Employer:

Chief General Manager/Tundla

Dedicated Freight Corridor Corporation of India Ltd.

DFCCIL Office Complex, New Tundla Station/EDFC,

Village- Bhakti Ghari, Tehsil- Tundla, District- Firozabad, Uttar Pradesh, Pin- 283204

E mail: cgmtundla@dfcc.co.in Website www.dfccil.gov.in

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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-VI 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/Bid security Deposit as per NIT/ Clause No. 3.1.4 of Section-3 has been attached.	
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,	
	(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/digital sign 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	



डेडीकेटेड फ्रेट कॉरीडोर कार्पोरेशन ऑफ इण्डिया लि.
Dedicated Freight Corridor Corporation of India Ltd.

भारत सरकार (रेल मंत्रालय) का उपक्रम
A Govt. of India (Ministry of Railways) Enterprise

Forwarding letter by Tenderer(s)
(On Letter Head of Firm/Company)

To,

**Chief General Manager,
DFCCIL, Tundla**

Name of Work: Repairing, Refixing/Replacement, Maintenance of Signaling and Telecommunication Gears/ Equipment & other related works with hiring of manpower and supply of spares for New Bhaupur-New Khurja section including IR connecting lines of Eastern Dedicated Freight Corridor (EDFC) under CGM/Tundla unit for one (01) years.

Ref: Tender No. DFC-TDLN-SnT-Maint-2025 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 **120 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. 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. Earnest Money 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 36 months from the date of such banning done on e-platform IREPS, 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 form of irrevocable bank guarantee/ FDR issued by any Scheduled Bank amounting to 5% of the contract value in favor DFCCIL within 21 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/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 a new methodology for conducting Public Procurement in a transparent and secure manner. Suppliers/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 in 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 <https://www.ireps.gov.in>.

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.

5. 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	Sh. Devendra Kumar, Dy. CPM/S&T/Tundla
Telephone/Mobile No.	7897000796
E-mail ID	devendrakumar@dfcc.co.in

DFCCIL Contact- 2	Sh. Girish Kumar, Sr. Executive/S&T/Tundla
Telephone/Mobile No.	7060803085
E-mail ID	girishkumar@dfcc.co.in

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

- 6.1. The bidder shall furnish, as part of his bid document establishing the bidders' eligibility. All these documents should be numbered and should be signed by bidder in each page.
- 6.2. 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 are Nonrefundable. 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 the Bid will not be considered.

- 6.3. 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.
- 6.4. Copy of PAN card.
- 6.5. The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.
- 6.6. In case of proprietorship firm bidder will submit an affidavit, attested by Notary Public that "I am a sole proprietor of the firm _____" in case of _____ proprietorship firm on Non judicial stamp paper of Rs.100.00.
- 6.7. Bidder's profile duly filled in, as per section -3 of tender document.
- 6.8. Power of Attorney
- 6.9. Article of association and memorandum in case of private/public limited company.
- 6.10. Copy of E.P.F. registration.
- 6.11. Copy of ESI Certificate.
- 6.12. Copy of GST registration no.
- 6.13. Certificate for non near relative in DFCCIL.
- 6.14. In case tender fee is paid through e-payment, then 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 compared to uploaded tender document, the tender document uploaded by the DFCCIL will be treated as valid 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 will be liable to cancellation of agreement done (if any) & appropriate action will be taken against the bidder.

7. The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously 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 issues).

Method for submission of bid documents

In this TENDER the bidder has to participate in e-bidding online. The tender documents shall be submitted in online mode as mentioned in Section-1 of NIT, single packet viz. containing technical offer and financial offer along with necessary documents like scanned copy of EMD & scanned copy of RTGS receipt, duly indicating UTR number should be uploaded online along with the sign and stamp tender copy as token of acceptance all conditions mentioned in tender document & corrigendum issued (if any). Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in

“Technical offer”. Bill of Quantities with rates duly filled in are to be uploaded in “Financial offer”. Bids are required to be submitted only by online mode. The prices are to be filled through IREPS.

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.

8. System of Quoting Rates: As per the instructions given on IREPS portal website i.e. <https://www.ireps.gov.in>

9. 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 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 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. <https://www.ireps.gov.in> .
- (v) No tender can be withdrawn after submission and during tender validity period. Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

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 organizations should thoroughly pursue the information provided under the relevant links, and take appropriate action.



डेडीकेटेड फ्रेट कॉरीडोर कार्पोरेशन ऑफ इण्डिया लि.
भारत सरकार (रेल मंत्रालय) का उपक्रम
Dedicated Freight Corridor Corporation of India Ltd.
A Govt. of India (Ministry of Railways) Enterprise

SECTION-1 **NOTICE INVITING E-TENDER (NIT)**

Chief General Manager /Tundla for and on behalf of DFCCIL invites Tender on prescribed forms for the execution of the following work:

1	E-Tender No.	DFC-TDLN-SnT-Maint-2025
2	Name of Work	Repairing, Refixing/Replacement, Maintenance of Signaling and Telecommunication Gears/ Equipment & other related works with hiring of manpower and supply of spares for New Bhaupur - New Khurja section including IR link lines of Eastern Dedicated Freight Corridor (EDFC) under CGM/Tundla unit for one (01) year.
3	Estimated Cost of Work	Rs. 4,87,82,684/- (Rupees Four Crore Eighty-Seven Lakh Eighty-two Thousand Six Hundred Eighty-four only) inclusive of GST
4	Duration of Contract	12 (Twelve months)
5	Type of Tender	Open E-Tender single Packet
6	Cost of Tender Document (Non-Refundable)	Rs. 10,000/- plus GST @ 18%= Rs. 11,800/- to be paid online through payment gateway provided at www.ireps.gov.in The cost of the tender document shall be deposited through payment gateway provided on http://www.ireps.gov.in on or before scheduled date and time of submission of Bid. The proof of submission of cost of tender document should be uploaded along with the Technical Bid.
7	Earnest Money Deposit (EMD) (Bid Security)	(a) The tenderer shall be required to deposit Bid Security 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 Bid Security shall be Rs. 9,75,700/- (Rupees Nine Lakh Seventy-Five Thousand Seven Hundred Only). (i). Any firm recognized by the Department of Industrial Policy and Promotion (DIPP) as “Startups” shall be exempted from payment of Bid Security deposit detailed above. (ii). 100% Govt. Owned PSU shall be exempt from payment of earnest money deposit detailed above. (iii). Labour Cooperative Societies shall deposit only 50% of Bid Security deposit detailed above. (b) It shall be understood that the tender documents have

		<p>been issued to the tenderer and the tenderer is permitted to participate in 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 Employer, failing to which, the aforesaid amount shall be liable to be forfeited to the DFCCIL.</p> <p>(c) If his tender is accepted, this Bid Security mentioned in sub clause (a) above will be retained as part of security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract of Indian Railways. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but 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 Bid Security shall be deposited online through e-payment gateway only.</p> <p><i>Tenders received without Bid Security Deposit fees shall be Summarily rejected.</i></p>
8	Uploading of NIT and Tender Document	xx.04.2025 at xx:xx hrs. on https://www.ireps.gov.in
9	Last Date & Time of Submission of Tender (Online)	xx.04.2025 at xx:xx hrs. on https://www.ireps.gov.in
10	Date and time of Online opening of bid	xx.04.2025 at xx:xx hrs. on https://www.ireps.gov.in
11	Validity of offer	120 days from the date of opening of tender.
12	Defect Liability Period	60 days after successful completion of this Contract.
13	Address of Communication	<p>Office of the Chief General Manager/Tundla Dedicated Freight Corridor Corporation of India Ltd. DFCCIL Office Complex, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil- Tundla, District- Firozabad, Uttar Pradesh, Pin- 283204</p> <p>E mail: cgmtundla@dfcc.co.in Website www.dfccil.gov.in</p>
14	Help Desk for E-Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature, contact at Help desk of https://www.ireps.gov.in and phone No.-011-23761525
15	Availability of Tender Documents	<p>The Tender documents can be downloaded from https://www.ireps.gov.in Tenderer who wishes to view free Notification and Tender Documents can visit https://www.ireps.gov.in</p> <p>DFCCIL may issue Addendum (s)/Corrigendum (s) to the Tender document, if any, which shall be issued before bidding start date and placed on the website https://www.ireps.gov.in only.</p>

Note:

1. Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats. Offers submitted without Mandatory documents shall be summarily rejected.
2. Tender documents should be downloaded from the website address <https://www.ireps.gov.in>. Payment of Tender Document fee, in respect of e-tendering, should accept through net banking or payment gateway only.
3. No request for extension of the Tender Due Date shall be considered.
4. The Offer shall be valid for 120 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 (EMD) Declaration.
5. **Offers received from any contractor who has been terminated/banned by any Govt. Organization/Railway/PSU/State Govt. or any local authority before completion of contract period, shall be rejected. A declaration for the same shall be submitted by the tenderer in given format (Annexure- XII).**
6. Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website <https://www.ireps.gov.in> Tenderers are advised to complete all submission 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.
7. No tender document will be available offline. Downloading tender documents online and submission of tender online is mandatory for this tender.
8. 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.
9. Tenderers may note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
10. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 4 & 9 of Notice Inviting Tender.

Chief General Manager
DFCCIL, Tundla

SECTION 2**Invitation for Tenders****Dear Sir,**

.....

Repairing, Refixing/Replacement, Maintenance of Signaling and Telecommunication Gears/ Equipment & other related works with hiring of manpower, and supply of spares for New Bhaupur - New Khurja section including IR link lines of Eastern Dedicated Freight Corridor (EDFC) under CGM/Tundla unit for one (01) year.

2.1 SCOPE OF WORK

The contractor/agency shall be required to carry out for “Repairing, Refixing/Replacement, Maintenance of Signaling and Telecommunication Gears/ Equipment & other related works with hiring of manpower, and supply of spares for New Bhaupur - New Khurja section including IR link lines of Eastern Dedicated Freight Corridor (EDFC) under CGM/Tundla unit for one (01) year.

2.2 KEY DETAILS OF THE TENDER ARE AS UNDER-

1	E-Tender No.	DFC-TDLN-SnT-Maint-2025
2	Name of Work	Repairing, Refixing/Replacement, Maintenance of Signaling and Telecommunication Gears/ Equipment & other related works with hiring of manpower, and supply of spares for New Bhaupur - New Khurja section including IR link lines of Eastern Dedicated Freight Corridor (EDFC) under CGM/Tundla unit for one (01) year.
3	Estimated Cost of Work	Rs.4,87,82,684/- (Rupees Four Crore Eighty-Seven Lakh Eighty-two Thousand Six Hundred Eighty-four only) inclusive of GST
4	Duration of Contract	12 (Twelve) months
5	Type of Tender	Open E-Tender single Packet
6	Cost of Tender Document (Non-Refundable)	Rs. 10,000/- plus GST @ 18%= Rs. 11,800/- to be paid online through payment gateway provided at www.ireps.gov.in The cost of the tender document shall be deposited through payment gateway provided on http://www.ireps.gov.in on or before scheduled date and time of submission of Bid. The proof of submission of cost of tender document should be uploaded along with the Technical Bid.

7	Earnest Money Deposit (EMD) (Bid Security)	<p>(a) The tenderer shall be required to deposit Bid Security 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 Bid Security shall be Rs. 9,75,700/- (Rupees Nine Lakh Seventy Five Thousand Seven Hundred Only).</p> <p>(i). Any firm recognized by the Department of Industrial Policy and Promotion (DIPP) as “Startups” shall be exempted from payment of Bid Security deposit detailed above.</p> <p>(ii). 100% Govt. Owned PSU shall be exempt from payment of earnest money deposit detailed above.</p> <p>iii). Labour Cooperative Societies shall deposit only 50% of Bid Security 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 participate in 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 Employer, failing to which, the aforesaid amount shall be liable to be forfeited to the DFCCIL.</p> <p>(c) If his tender is accepted, this Bid Security mentioned in sub clause (a) above will be retained as part of security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract of Indian Railways. The Bid Security 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 Bid Security shall be deposited online through e-payment gateway only.</p> <p><i>Tenders received without Bid Security Deposit fees shall be Summarily rejected.</i></p>
8	Uploading of NIT and Tender Document	xx.xx.2025 at XX:XX hrs. on https://www.ireps.gov.in
9	Last Date & Time of Submission of Tender (Online)	xx.xx.2025 up to XX:XX hrs. on https://www.ireps.gov.in
10	Date and time of Online opening of bid	xx.xx.2025 at XX:XX hrs. on https://www.ireps.gov.in
11	Validity of offer	120 days from the date of opening of tender.
12	Defect Liability Period	60 days after successful completion of this Contract.
13	Address of Communication	Office of the Chief General Manager/Tundla Dedicated Freight Corridor Corporation of India Ltd. DFCCIL Office Complex, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil- Tundla, District- Firozabad,

		Uttar Pradesh, Pin- 283204 E mail: cgmtundla@dfcc.co.in Website www.dfccil.gov.in
14	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
15	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 before bidding start date and placed on the website https://www.ireps.gov.in only.

2.3 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.

2.4 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.

2.5 “The minimum service charge to be quoted by the tenderer for items at Sr. No. 48 & 49 of Schedule-III of section-6 shall be 3.0% (Three Percent). Offer below 3% of the advertised tender value shall be summarily rejected”.

****** End of Section- 2******

SECTION 3:**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 –1 of the bid document.
- 3.1.3 Tender documents 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, should 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/Tundla bank account for making payment by RTGS are as under:

Name	CGM Tundla
Bank account number	191405001234
IFSC code	ICIC0003200
Bank Name	ICICI BANK LTD
Bank Branch	TUNDLA

- 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, document about the status of the firm such as Partnership Deed etc. Power of Attorney; documents in support of the of Tender(s), all documents mentioned in Annexure-I
- 3.1.6 All tenders 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 requested 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 initiated by the person or persons who sign(s) the Proposals.
- 3.1.11 While quoting the rates online on <https://www.ireps.gov.in> Tender(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 The Tenderer(s) whether a sole proprietor, a limited company or a partnership firm, if they want to act through agent or individual partner/partners 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.

3.2. 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 mandatory seal & signed on all pages should be submitted online not later than date and timings mentioned as in NIT in SECTION-1 of the tender document.
- 3.2.4. Tender fees need 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 is liable to be rejected summarily.
- 3.2.6. Tenderer(s) have to quote percentage above/ below/ At Par the rates given for each schedule. This percentage will be applicable for all the items in that schedule.
- 3.2.7. Rates are inclusive of labour, material, all statutory taxes and obligations of the 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.
- 3.2.8. 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 to be referred for further details.
- 3.2.9. The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned in Section -1 of NIT and the following:

Technical Bid

- (a) Forwarding letter of the tenderer.
- (b) Documents to be submitted as per checklist of documents along with tender document and corrigendum (if any).
- (c) In technical bid, all the pages of the tender documents (except Bill of Quantities) uploaded by tenderer shall be digitally signed and stamped by the tenderer or his representative holding the Power of Attorney. This tender is open bid, single packet system; **please ensure no financial offer to be uploaded with the document required for technical offer.** The tenderer shall not make any addition or alteration in the tender documents.
- (d) 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.
- (e) Scanned copy of Earnest Money Deposit & tender document fees.

Financial Bid

- (a) Schedule of approximate quantities & Rate quoted through online mode as mentioned in section 6. For items at Sr. No. 48 & 49 of Schedule-III of section-6: The minimum service charges to be quoted by the tenderer shall be 3.0% (Three percentage). Offers below 3% of the advertised schedule value shall be summarily rejected/ not considered.
- (b) The tenderer must fill in and submit the prices as per instructions given in schedule of rates. If a tenderer does not quote a price/rate as per instructions, his tender shall be summarily rejected.

3.3. Tender Opening and Evaluation after Opening of the tender

- 3.3.1. Date and Time of online opening of the tender: - As indicated in the NIT in Section-1 of tender document. The sequence of opening shall be: -
 - (i) Earnest Money Deposit (Bid Security)
 - (ii) Technical Bid. And Financial Bid.
- 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 a holiday then the tender shall be accepted up to 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. Clarification of the tenders

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

3.5. Preliminary examination of bids

- 3.5.1. The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- 3.5.2. Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.
- 3.5.3. Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality, or reservation is one:
- 3.5.4. If a bid is not substantially responsive, it shall be rejected by the Employer.
- 3.5.5. In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

3.6. Canvassing

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

3.7. Priorities of Documents:

- 3.7.1. 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 accordance with the following sequence:
- a) The contract agreement
 - b) The letter of acceptance
 - c) The notice inviting tender/instructions of Tenderers.
 - d) Special condition of Contract
 - e) General conditions of Contract
 - f) Bill of Quantities
 - g) Any other documents forming part of the contract.

3.8. GENERAL INFORMATION

- 3.8.1. Tender document is non-transferable. Tenders received from Tenderer(s) in whose name Tender Document has been issued shall only be considered.

- 3.8.2. No extension in the Tender Due Date shall be considered on account of internet speed or any technical fault.
- 3.8.3. Issuance of Tender documents will not automatically mean that such parties are considered qualified.
- 3.8.4. The agency will be awarded initially work for period specified vide clause 2.2 of tender document.
- 3.8.5. DFCCIL reserves the right to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.

3.9. VALIDITY OF PROPOSAL

- 3.9.1. The Tenderer(s) shall keep their offer open for a minimum period of 120 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.
- 3.9.2. Notwithstanding the above clause, Employer may solicit the tenderers "consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

3.10. COST OF TENDER DOCUMENT

- 3.10.1. 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.
- 3.10.2. Offers without valid tender fee before the scheduled date and time of submission of the tender will be summarily rejected.
- 3.10.3. Tender processing fee as per applicable rates on IREPS portal, payable through the e-payment gateways is non-refundable.

3.11. EARNEST MONEY/BID SECURITY

- 3.11.1. The tenderer (s) must deposit the EMD amount mentioned in clause 2.2 of Section-2 in DFCCIL account given in clause 3.1.4 of Section-3 and submit the copy of receipt/RTGS detail along with their offer.
- 3.11.2. No interest shall be allowed on Earnest Money Deposit.
- 3.11.3. Tenders received without EMD amount shall be summarily rejected.

3.12. Forfeiture of Earnest Money:

- 3.12.1. The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified in the "Appendix to Tender" or extended validity period as agreed to in writing by the tenderer.
- 3.12.2. The Earnest Money of the successful tenderer is liable to be forfeited if he fails to:
 - (i) Sign the Contract Agreement in accordance with the terms of the tender, or
 - (ii) Furnish Performance Guarantee in accordance with the terms of the tender, or
 - (iii) Commence the work within the time period stipulated in the tender.
- 3.12.3. In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

3.13. Return of Earnest Money:

- 3.13.1. The Earnest Money of the unsuccessful tenderers shall be discharged and returned as promptly as possible.
- 3.13.2. The Earnest Money Deposit of the successful tenderer shall be dealt as under: If the Earnest Money Deposit (EMD) the same shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

3.14. ELIGIBILITY CRITERIA

- 3.14.1. The tenderer must submit the documents in favor of fulfilling the eligibility criteria. Tenders submitted without these documents shall be summarily rejected.
- 3.14.2. The eligibility criteria have been defined in the para 4.13 (General condition of Contract) of the bid document. Documents should be submitted online.

3.15. Submission of Bids

Deadline for submission of tender

- 3.15.1. The tender documents shall be submitted in online mode as mentioned in Section-1 of NIT, single packet viz. containing Technical offer and financial offer along with necessary documents like scanned copy of EMD & scanned copy of RTGS receipt, duly indicating UTR number should be uploaded online along with the sign and stamp tender copy as token of acceptance all conditions mentioned in tender document & corrigendum issued (if any). Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in “Technical offer”. Bill of Quantities with rates duly filled in are to be uploaded in “**Financial offer**”. **Bids are required to be submitted only by online mode. The prices are to be filled through IREPS.**
- 3.15.2. A tender received without online to Employer is liable to be rejected.
- 3.15.3. Original EMD & tender document fees received after opening of the tender shall be rejected.

3.16. FIRM DETAILS, SIGNATURE OF TENDERS & DOCUMENTARY PROOF

- 3.16.1. 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).
- 3.16.2. The Tender shall be signed by individuals 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.
- 3.16.3. The Tenderer(s)/s whose tender is accepted will be required to appear at the office of the **Chief General Manager/Tundla, Dedicated Freight Corridor corporation of India Ltd. Firozabad - Tundla**, 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/Bid security accompanying the tender shall stand forfeited. **The Contract Agreement shall be entered into by DFCCIL only after submission of valid performance Guarantee by the Contractor.**

3.17. PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER

- 3.17.1. Tenderer(s) have to quote a single flat percentage below/At par/above (in both words & figures) the rates given in schedule. This flat percentage will be applicable for all the items in the schedule.
- 3.17.2. 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.
- 3.17.3. 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.
- 3.17.4. 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.
- 3.17.5. 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.

3.18. PROPOSAL EVALUATION

- 3.18.1. A single stage procedure shall be adopted in evaluating the proposals.
- 3.18.2. 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.
- 3.18.3. 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. The clarification received within the stipulated period will be taken into consideration for evaluation of the technical proposal.
- 3.18.4. The Proposals shall be opened online through IREPS portal 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.
- 3.18.5. The Employer/Engineer reserves the right to negotiate the offer submitted by the tenderer to withdraw on certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

3.19. ENGAGEMENT OF MANPOWER

- 3.19.1. 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.

3.20. Right to accept any tender or reject all tenders

- 3.20.1. Employer/Engineer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
- 3.20.2. If the tenderer, as an individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer/Engineer shall deem such tender as invalid.

3.21. AWARD OF CONTRACT

- 3.21.1. The DFCCIL will issue a letter of Acceptance to the successful Tenderer. Letter of Acceptance must be signed by Tenderer and submitted to DFCCIL as a token of his acceptance of the tender.
- 3.21.2. 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.
- 3.21.3. 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).
- 3.21.4. 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.
- 3.21.5. All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the contractor.
- 3.21.6. 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.
- 3.21.7. The Tenderer(s)/s whose tender is accepted will be required to appear at the office of the Chief General Manager, as mentioned in Appendix to Tender, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the work with planning within 7 days after notice that the contract has been awarded to him. 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.

3.22. CONFIDENTIALITY

- 3.22.1. 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.

3.23. CHECK LIST

- 3.23.1. 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 as per Tenderer(s)'s own risk.

- 3.23.2. 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.

****** End of Section - 3******

SECTION 4:**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 the 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/DFCCIL/Tundla 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 unprecedented floods over which the contractor has no control.
- 4.1.23. "GCC" means 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/Tundla unit.
- 4.1.28. "IMD" means Integrated Maintenance Depot.
- 4.1.29. "IMSD" means Integrated Maintenance Sub-Depot
- 4.1.30. "ALH/TH/RH/TER/SER/SCR/GSM-R" means Auto-Location Hut/Telecom- Hut/Relay Hut/Telecom Equipments Room/Signal Equipment Room/Signal Control Room/ Global System for Mobile Communications-Railway.

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 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 two 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.
- 4.3.2. 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

4.4. 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. ENTIRE AGREEMENT

- 4.5.1. 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.

4.6. MODIFICATIONS

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

4.7. CARE IN SUBMISSION OF TENDERS: -

- 4.7.1. 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.

4.8. RIGHTS OF THE DFCCIL TO DEAL WITH TENDER: -

- 4.8.1. 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.

4.9. OMISSIONS & DISCREPANCIES: -

- 4.9.1. 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.

4.10. PARTNERSHIP DEED

- 4.10.1. 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 the 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.

4.11. PERFORMANCE GUARANTEE (P.G)

- 4.11.1. On acceptance of tender, the successful Tenderer(s) shall have to submit a Performance Guarantee (PG) amounting to 5% of the contract value in any one of the forms of irrevocable Bank Guarantee or FDR from Nationalized or Scheduled Bank in favour of **CGM/Tundla/DFCCIL**. 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.
- 4.11.2. 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.
- 4.11.3. 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".
- 4.11.4. 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.
- 4.11.5. 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.

4.12. SECURITY DEPOSIT

- 4.12.1. 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 a 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.
- 4.12.2. 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 5% of the contract value.
 - b) The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered,
 - c) Security 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.
- 4.12.3. 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.
- 4.12.4. No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.
- 4.12.5. This contract will be governed by the 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 conditions.

4.13. TENDERER(S) CREDENTIAL: -

- 4.13.1. In support of their credentials, the Tenderer (s) should have to submit documents as stipulated in tender document along with their tenders.
- 4.13.2. The tenderers should satisfy the following minimum eligibility criteria as under: -

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 department.
5. Address mentioned in P.F. Registration documents.
6. The registration for ESI, EPF, GST, PAN Number, registered under Contract Labour (Regulation & Abolition) Act -1970, Affidavit that the firm has not been blacklisted 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.
7. Valid Registration certificates and documents as mentioned in clause 4.13.2 (A)(6) above are to be enclosed. Tender documents received without valid document/ certificate/enclosures will be summarily rejected.
8. Affidavit as mentioned in clause 4.13.2 (A)(6) above 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.
9. Participation of Joint Venture (JV) in Works Tender shall be governed as per Clause No. 17 of Tender Form (second Sheet) Annex. I Part-I of IR GCC APRIL2022, with up-to-date correction slip.

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:

<u>Criteria</u>
<u>Requirement</u>
<p>The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>(i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or</p> <p>(ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or</p> <p>(iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.</p>

Note: Similar work for this Tender is defined as:

“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.”

C. Financial Eligibility Criteria:

<u>Criteria</u>
<u>Requirement</u>
<p>The tenderer must have minimum average annual contractual turnover of V/N or ‘V’ whichever is less; where,</p> <p>V= Advertised value of the tender in crores of Rupees</p> <p>N= Number of years prescribed for completion of work for which bids have been invited.</p> <p>The average annual contractual turnover shall be calculated as an average of 'total contractual payments' in the previous three financial years, as per the audited balance sheet. However, in case the balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.</p>

The tenderers shall submit requisite information as per Annexure-VIII, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

- 4.13.3. 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.
- 4.13.4. 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).
- 4.13.5. There should not be any unsatisfactory performance Report of the Contractor from any source.
- 4.13.6. In reference to para 4.13.1 of the tender document, the Tenderer (s) will produce/attach the certificate of Work completion with the Tender Document as per Para 4.13.2 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.
- 4.13.7. 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.
- 4.13.8. All documents submitted (online) with the tender should be duly attested.
- 4.13.9. Certificates from Private individuals for whom such works are executed/being executed will not be accepted.
- 4.13.10. 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).
- 4.13.11. There should not be any unsatisfactory performance report of the Contractor from any source.
- 4.13.12. 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.
- 4.13.13. Certificates from Private individuals for whom such works are executed/being executed will not be accepted.
- 4.13.14. 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.

4.14. AGREEMENT:

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

4.15. CHANGE IN ADDRESS:

- 4.15.1. 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.

4.16. OBLIGATION OF DFCCIL

- 4.16.1. 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.

4.17. FORCE MAJEURE

- 4.17.1. 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.

4.18. INDEMNITY

- 4.18.1. 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. Contractor should submit a standing Indemnity bond as per Annexure-XI.

4.19. OTHER TERMS AND TERMINATION

- 4.19.1. Notwithstanding anything contained herein, DFCCIL may, without any cause, terminate this contract by giving to the other 15 days written notice.
- 4.19.2. Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 4.19.3. 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. LAWS AND REGULATIONS:

- 4.20.1. 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.

- 4.20.2. 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.

4.21. INCOME TAX

- 4.21.1. 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.

4.22. GST

- 4.22.1. GST as admissible shall be paid as applicable on submission of proof of depositing the same by the contractor to concerned Govt. authority concerned. The Contractor shall pay all duties including excise duty, sales taxes, income tax and other taxes of the Govt. including GST. Any modification in tax provision in future by Govt. will be binding on contractor & DFCCIL.

4.23. PERMITS, FEES, TAXES & ROYALTIES

- 4.23.1. 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 for a 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.

4.24. STATUTORY INCREASE IN DUTIES, TAXES ETC

- 4.24.1. 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.

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

4.25.1. 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 shareholders 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.

4.25.2. 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).

4.26. DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT

4.26.1. The DFCCIL shall be entitled to determinate the contract, at any time, should, in the DFCCIL opinion, the cessation of works become 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.

4.27. LABOUR RULES

4.27.1. The contractor shall have to follow all rules and regulations pertaining to payment of the 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.

4.28. COMPLIANCE OF VARIOUS ACTS:

4.28.1. 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.

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

4.29.1. 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.

4.30. SETTLEMENT OF DISPUTES

4.30.1. 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:

4.30.2. 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.

4.31. CONCILIATION/ARBITRATION

4.31.1. 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.

4.31.2. 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.

4.31.3. 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 a minimum of two names out of this panel for appointment of Sole Conciliator /Sole Arbitrator. The Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Tenderer(s).

4.31.4. In case, the Tenderer(s) opts for settlement of disputes through Conciliation at first stage and if the effort to resolve all or any of the disputes through Conciliation fails, the Tenderers may refer to the Chief General Manager/Tundla as Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Chief General Manager/Tundla 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.

4.31.5. 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.

4.31.6. The language of proceedings, documents or communications shall be in English, and the award shall be made in English in writing.

4.31.7. The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.

- 4.31.8. 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).

4.32. AWARD TO BE BINDING ON ALL PARTIES

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

4.33. SUBSTITUTE ARBITRATORS

- 4.33.1. 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.

4.34. INTEREST ON AWARDED AMOUNT

- 4.34.1. 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.

4.35. SETTLEMENT THROUGH COURT

- 4.35.1. 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.

4.36. EXCEPTION

- 4.36.1. 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.

4.37. JURISDICTION OF COURTS

- 4.37.1. Jurisdiction of courts for dispute resolution shall be Firozabad/Agra only.

4.38. MSME

- 4.38.1. 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.

4.39. Relevant Documents

- 4.39.1. In the event of a conflict between the GCC and the Special contract condition, the requirements of the Special contract condition prevail.

4.39.2. 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 April 2022

****** End of Section - 4******

SECTION 5:**SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS****Name of work:**

Repairing, Refixing/Replacement, Maintenance of Signaling and Telecommunication Gears/ Equipment & other related works with hiring of manpower, and supply of spares for New Bhaupur - New Khurja section including IR link lines of Eastern Dedicated Freight Corridor (EDFC) under CGM/Tundla unit for one (01) year.

5.1. INTRODUCTION: -

- 5.1.1. Dedicated Freight Corridor Corporation of India (DFCCIL) is a Public Sector Undertaking under the administrative control of Government of India (Ministry of Railways) for construction, maintenance, and operation of the Dedicated Rail Freight Corridors. At present the company is undertaking operation of Eastern & Western corridors and has its corporate office is at Noida (UP) and Field Units in various cities.
- 5.1.2. 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.
- 5.3.1. Payment shall be made on monthly basis for successful deployment of actual number of outsourced manpower in requisite category at the accepted rate. The Contractor shall submit the on-account bills, by the date stipulated by the DFCCIL, supported by pay sheets, proof of payments of employees, proof of payment of statutory deductions and other relevant documents pertaining to execution of work, if any. 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.
- 5.3.2. 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.
- 5.3.3. 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 10th day of the following month and a proof of payment shall be annexed to the monthly bill.
- 5.3.4. 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.**
 - (iv) For payment to the outsourced person beyond 30th of the following month-**50% of the delayed payment or Rs.10000/- whichever is higher.**

- 5.3.5. 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.
- 5.3.6. 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 and proof of deposit required to be submitted to DFCCIL.
- 5.3.7. 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 noncompliance. Site activities require total compliance to safety procedures and guidelines as provided on I.R.GCC April-2022 or latest & as per IRPWM. Accordingly, at all work sites where contractor's personnel are deployed, the work shall comply to Safety Procedures, Norms for work.
- 5.3.8. 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, 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.
- 5.3.9. The Contractor shall decide the modus operandi as to engage men by them rendering proper and efficient services and to confirm to the prescribed standards.
- 5.3.10. 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 Contractor shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 5.3.11. 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.
- 5.3.12. It is mandatory that Contractor shall provide 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). Relevant supporting document for the same to be submitted in this office.
- 5.3.13. 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.

- 5.3.14. 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.
- 5.3.15. 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 of wherever applicable.
- 5.3.16. For Schedule item in Section-6 of the Tender document, 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. revised wages will be paid by DFCCIL. 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-2025.

5.2. QUANTITY VARIATION :-

- 5.2.1. As per applicable IR GCC

5.3. PENALTY :-

- 5.3.1. Penalty for an amount of Rs. 100/- 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 indiscipline behavior by the staff deployed by the Contractor.	Rs. 200/- per staff per day
2.	Staff not in proper PPE kit	Rs. 150/- per staff per day
3.	Staff turns up late	Rs. 150/- 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 day.
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.

5.4. 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 monitors 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 -IX for signature of bidder as acceptance, as and when Independent External monitor is appointed.

5.5. Inspection- Quality Assurance at Site/Field: -As per the requirement of Site Engineer of DFCCIL.

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

5.7. Safety Requirements: - Uncompromising Quality and Safety standards are considered as part of work carried out at all Work Sites of DFCCIL and therefore Zero Tolerance towards non-compliance. Site activities require total compliance to safety procedures and guidelines as provided on I.R.GCC April-2022 or latest, IRSEM, ACTM & as per IRPWM. Accordingly, at all work sites where your personnel deployed, shall comply to Safety Procedures, Norms. All contractor staff/Labour shall use PPE kit during working at site or travelling on vehicle for work. *The complete safety of contractor's men and material lies wholly with the contractor and DFCCIL shall not be held responsible for any untoward incident in this regard.*

5.8. Penalties for Safety Lapses: -Any violation in adhering to the terms and conditions stipulated in I.R GCC April -2022 or in latest approved GCC would also attract to penalties payable by you as per IR GCC April -2022 Provisions or as per latest approved GCC.

5.9. Mandatory Updation of Labour data on Railway's shramik kalyan portal by contractor.

5.9.1 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 shramik kalyan portal with requisite details subsequent to issue of letter of

Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.

- (b) The contractor once approved by DFCCIL 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 shramik kalyan portal within 15 days of issue of any LOA for approval of concerned officials of DFCCIL. DFCCIL shall update (if required) and approve the details of LOA filled in by contractor within 7 days of receipt of such request.
- (d) After approval of LOA by DFCCIL, 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.

5.9.2 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 CGM/Tundla office "I have uploaded the correct details of contract labors engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik Kalyan portal at www.shramikkalyan.indianrailways.gov.in till.....month.....year.

5.10. PAYMENT SCHEDULE :-

5.10.1. Payment shall be made on a monthly basis for successful execution of work against the schedule-I items at **Sr. No. 1 to 45** of Section-6 (Schedule of Approximate Quantities) at the accepted rate. Further, On-account payment will be permitted after submission of bill in prescribed form to the CGM/DFCCIL/Tundla in two copies duly certified by site In-charge and acceptable to DFCCIL/Tundla.

5.10.2. For Schedule-II items at **Sr. No. 46 to 47** of Section-6 (Schedule of Quantities), Further, On-account payment will be permitted after submission of bill and necessary certification of the site In-charge for satisfactory work done by the Outsourced staff deployed at the site against the Scheduled Maintenance plan given in Annexure "D". 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.

5.10.3. For Schedule-III, items at **Sr. No. 48 to 49** of Section-6 (Schedule of Approximate Quantities), Payment shall be made on monthly basis for successful deployment of actual number of outsourced manpower in requisite category at the accepted rate.

5.10.4. 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 of employees, proof of payment of statutory deductions and other relevant documents pertaining to execution of work, if any. 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.

- 5.11.** Payment shall be made after making required deductions towards taxes and other statutory obligations to be deducted at sources as per extant rules/law in force.
- 5.12. INSURANCE:** Contractor's All Risk (CAR) insurance policy can be a valuable tool for businesses that undertake maintenance contracts. It provides comprehensive coverage for a wide range of risks associated with maintenance work, protecting both the contractor and the client which include Physical damage to the property being maintained, including buildings, structures, and equipment. Thus, CAR policy shall be bought by the contractor before commencement of work. CAR policy shall include all liabilities of the contract.
- 5.13.** Workmen's compensation insurance is crucial for businesses involved in maintenance work, as it protects both the employer and employees in case of work-related injuries or illnesses. As this will cover Medical Expenses, Lost Wages, Disability Benefits, Death Benefits. So, contractor will obtain Workmen's compensation insurance in which Number of workers, Wages of worker, contract period shall be defined so that proper compensation can be provided to worker.

5.14. PAYMENT TO THE STAFF DEPLOYED

- 5.14.1.** 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.

****** End of Section******

SECTION 6:***Name of Work:***

Repairing, Refixing/Replacement, Maintenance of Signaling and Telecommunication Gears/ Equipment & other related works with hiring of manpower, and supply of spares for New Bhaupur - New Khurja section including IR link lines of Eastern Dedicated Freight Corridor (EDFC) under CGM/Tundla unit for one (01) year.

Schedule of Approximate Quantities & Rate

SN	Description	Unit	Qty.	Unit Rate	Total Amount (Including GST)
(Schedule-I) (Execution of S&T works and supply of Items “as & when required basis”)					
Trenching & Cable Laying Work					
1	Excavation of cable trench as per cable route plan, 1.2 Mtr. deep and of 0.3 Mtr. to 0.6 Mtr. wide at bottom as per RDSO sketches No. SDO/CABLE LAYING/003, issued vide RDSO document no. RDSO/SI/G/2010 Version 1.1 dated 04.02.2014 or latest, alongside the track in normal soil/strata (including soft rock), conforming to distances as per cable route plan and refilling and ramming of loose soil. This work includes clearing of route from bushes etc, covering of cable laid in trench by loose soil for a layer of 50mm thickness approximately before covering by bricks. The work shall be done as per the extant practice on DFCCIL and instructions of DFCCIL Engineer at site. In case the full depth is not available, there shall be proportionate payment but only after the approval of minimum APM/ DyPM officer.	Mtr.	10000	75.58	755800.00
2	Lying of HDPE duct as per the approved cable route plan in the exavated trenches/other protected works/RCC channel etc. including all accessories like end caps, collars, bends, couplers etc. The ends of the duct to be sealed with end plugs till OFC blowing is done. Important: <u>The laying of OFC cable independently or along with Quad cable/PIJF cable in the same trench shall be governed by the RDSO drawings no. RDSO/TCDO/COP-6(a) and RDSO/TCDO/COP-8(a) respectively, issued vide Chapter-XIII of the Telecomm Manual. Note: There are 2 HDPE in each Trench- T1 & T3. Laying of 2 HDPE ducts in same trench will be considered as one unit of the work</u>	Km	5	9467.93	47339.65

3	Laying of S&T Cables of various cores/ pairs/ quads in trenches/ GI pipes/ RCC pipes/ DWC pipes etc. as per the site requirement and as per approved cable route plan. This also includes laying of cables in track crossings & road crossings.(Cables will be meggered before and after its laying by contractor under supervision of DFCCIL Representative and he will submit the meggering report of each testing). Length of the cable laid includes the length of the cable coiled for termination purposes.	Mtr	40000	8.00	320000.00
4	Blowing/drawing of OFC cable in the HDPE pipe duct already provided in the trench and protective work. The cable shall be laid only after the successful completion of the DIT (Duct Integrity test). The DIT should be certified by the DFCCIL engineer at site. All the equipments/machinery required shall be arranged by the contractor.	Km	5	19998.87	99994.35
5	Supplying and placing of one layer of quality bricks of standard size and of 'B' grade of the local make and spreading on cables laid. (minimum size of brick 200mm X 100mm X 70mm)	Nos.	50000	5.05	252500.00
6	Cutting of all types of platforms/road crossing and trenching and excavation to a width and depth of 300 mm x 300 mm, laying of DWC/HDPE/GI pipe in the trench and refilling and concreting it afterwards as per original condition. In hard rocky ground area, cables will be laid normally on layer of soft earth of 0.05 mtrs thickness previously deposited at bottom of the trench. The cutting to be filled and finished with cement/concrete, as per the RDSO drawing no.SDO/Cable laying/008, issued vide RDSO document no. RDSO/SI/G/2010 Version 1.1 dated 04.02.2014 or latest.	Mtrs.	500	185.89	92945.00
7	Horizontal direction drilling (HDD)/Trenchless digging/machine drilling without damage to surface road /track for laying/insertion of HDPE/GI/DWC pipe . The bore shall be done at the depth of minimum 1400 mm from the ground level. The ground level shall be considered ignoring the bank height of the bank of the road. Note:- DWC/HDPE/GI Pipe Supply is not covered under this item. Contactor shall provide all material required for work and adequate nos. of labours for proper laying of cables into the bore. Cable shall be laid cautiously so that it should not get damage due to rough handling & pressure on cable. Payment of boring shall be made only after DWC/HDPE/GI pipe is laid in the bore.	Mtr.	2000	721.13	1442260.00

8	Laying and fixing of Medium class GI pipes 100 mm dia (4.5 mm thickness) as per IS 1239 (Part 1) 2004 or latest with coupling on culverts/bridges, perforated at a distance of 20 cm or less with 10 mm dia hole, or at any other locations as decided by Site Engineer. The GI pipe is to be filled with chattered compound. It includes supply of all material required for fixing arrangement. Contractor will also supply flexible/corrugated HDPE pipe at the end of GI pipe to protect the cables from sharp edges and sudden bends. <u>The laying and fixing to be done as per RDSO drawings no. SDO/cable laying/011 and SDO/cable laying/012, issued vide RDSO document no. RDSO/SI/G/2010 Version 1.1 dated 04.02.2014, or latest</u>	Mtr	250	414.53	103632.50
9	Horizontal Boring/Manual moling without damage to surface road /track for laying/insertion of DWC/GI/HDPE pipe. The bore shall be done at the depth of minimum 1400 mm from the ground level. The ground level shall be considered ignoring the bank height of the bank of the road. Note:- DWC/HDPE/GI Pipe Supply is not covered under this item. Contactor shall provide all material required for work and adequate nos. of labours for proper laying of cables into the bore. Cable shall be laid cautiously so that it should not get damage due to rough handling & pressure on cable. Payment of boring shall be made only after DWC/HDPE/GI pipe is laid in the bore.	Mtr.	1000	1267.45	1267450.00
10	Providing brick masonry in ratio 1:6 cement and mortar including plastering with 1:4 cement and sand mixture both sides of bricks with thickness 20 mm each end with contractor's own 'B' Class bricks. It also includes excavation, grouting, bolting etc. wherever required. 'B' Class bricks, sand and cement (ISI mark) will be supplied by the Contractor.	Per CUM	50	2063.46	103173.00
11	Splicing of 24 core optic fibre cable and making the splicing joint with contractor's own machine and tools. Joint should be prepared in such a way that the top of the enclosure should be at a depth of minimum 1.2 mtr and the enclosure should be covered with soft soil and bricks. Splice loss of each fibre should be within acceptable limits, preferably 0.05 dB.	No.	50	14053.75	702687.50

12	Installation of thermo shrinks jointing kit as per RDSO Specn.No. IRS: TC 77-2012 (Rev.3.0) with (Amdt.-1 to 3) or latest, suitable for 6 Quad/jelly filled cables for straight through/derivation joints. It includes supply of all the accessories, without transformer.	No.	50	1968.96	98448.00
Location Box Work					
13	Repairing of half case foundation by excavation and casting it with contractor's cement, brick and other materials as per Drawing No. 1/SG/0005 Rev. B, and as per scope of work. Contractor has to completely break the entire foundation retaining the existing MS frame. The entire work shall be executed by the contractor to the Satisfaction of Site Engineer.	Nos.	20	2677.77	53555.40
14	Strengthening of foundation of signals, Full/Half location boxes, by carrying out earth work around the foundation, ramming of refilled earth, carrying out masonry work from bottom of earth work using country stones & cement masonry to prevent the earth from slipping down the bank. This also includes supply of required masonry materials.	Nos.	10	1615.68	16156.80
15	Excavation, casting, curing of foundation and Installation and Erection of Apparatus case Half (App. Case as per RDSO drg. no. RDSO/S-11507 or latest) with contractor's own frame, cement and other material in the ratio 1:3:6.'E' type lock to be supplied and installed with App. case. This includes filling of location foundations with river bed sand and plastering on top with a mixture of 1:4 of cement and sand, ramming of refilled earth. It covers fixing of lamp holder, switch and lamp etc. in Apparatus Case.	No.	20	12088.70	241774.00
16	Fabrication and fixing of phenolic laminated sheet/Hylem sheet of grade P3 , minimum 10 mm thick, as per Apparatus case diagram/plan, in location box by providing all fixtures like Wago/Disconnect terminals, fuse blocks, fuses, relays on square bars etc. including fixing of PVC coated string rods at the back side for cable support with contractor's own material like iron angle, nuts, bolts etc. The iron angle for fixing shall be minimum 3 mm thick. This also includes fixing of teak wood shelf minimum 25 mm thick for holding track circuit equipment's. The work shall be done as per instructions of Rly engineer at site. (Apparatus case Half)	per loc.	20	2842.27	56845.40

17	Termination of Outdoor Cables (Main Cables /tail cables, through Wago/Disconnect type terminals) at both ends in location boxes, cable termination rack in relay room, station building, generator room etc. The item includes dressing of cables and wires with dressing threads as per standard practice. All material (except terminals) required for this item will be supplied by contractor. The outdoor cable shall be terminated in Relay Room, DG Room, ASM Room etc under supervision and instructions issued by Engineer/incharge of the work.	Per Cond uctor	10000	17.28	172800.00
18	Fixing of Wago Terminals /Screw less connectors / modular disconnect terminal blocks and fuse blocks on phenolic laminated sheets and fixing by stainless steel/brass nuts & bolts. This includes provision of two additional holes on the board on either side for cable conductor entry. The work shall be carried out as per instructions of Engineer/ Incharge of work.	No.	10000	21.19	211900.00
Signal Works					
19	Casting, concreting and curing of foundation for Main Signal Post in the ratio of 1:3:6 as per DFCCIL drawing no. 1/SG/0003 Rev. B or as per instructions of Engineer/Incharge of the work, using standard size of foundation/galvanized anchor bolts complete, required for erection of colour light signal post. Anchor bolts complete should comply with the RDSO drg. no. SA 116 A/M. Item includes excavation, ramming of CC using vibrator, curing and plastering with 1:4 cement-sand mixture (aggregate will not exceed 3.8 cm). Aggregate, cement, sand and holding down bolts will be supplied by contractor. Any machines & tools, if required for execution of this item, will be arranged/provided by contractor.	No	10	15809.54	158095.40
20	Replacement of old signal unit of shunt signal. This would include releasing of old unit from top of signal post, erection and mounting of new signal unit over the post including wiring of Shunt Signal LED of shunt signal as per Technical Specification.	Nos.	10	328.59	3285.90
21	Replacement of old signal unit /signal route of main signal. This would include releasing of old unit from top of signal post, erection and mounting of new signal unit over the post including wiring of Main Signal LED/Signal route of main signal as per Technical Specification.	Nos.	10	1134.48	11344.80

22	Dismantling and Releasing of existing Signals (both electrical and Mechanical) and other associated S&T fittings like wheel, pulleys, wires, stakes etc.	No.	10	1789.75	17897.50
23	Casting, concreting and curing of foundation for Position Light Shunt Signal as per as per DFCCIL drawing no. 1/SG/0004 Rev. B or as per instructions of Engineer/Incharge of the work using standard size of foundation/galvanized anchor bolts complete, required for erection of shunt signal post. Anchor bolts complete should comply with RDSO drg. no. SA 110 A/M.. Item includes excavation, ramming of CC using vibrator, curing and plastering with 1:4 cement sand mixture. Aggregate cement, sand and holding down bolts, will be supplied by contractor. Any machines and tools, if required for execution of this item, will be arranged/provided by contractor.	No	10	4294.29	42942.90
24	Erection of CLS Post with base and signal unit on top or on Offset Bracket including erection of auxiliary signals like calling on, shunt signal if any. It includes fixing of all LEDs and wiring of complete signal including route and auxiliary signals, if any. It includes fixing of front and back staging, ladder and guards, signal name plates / boards, with contractor's own brackets and fixing materials. The work shall be done as per instructions of DFCCIL engineer at site. It also includes provision & fixing of maintenance platform as per design given by Engineer -In-Charge at site. The Item includes cutting of Signal post if required by Site In charge.	No.	10	6881.26	68812.60
25	Erection of Position Light Shunt signal with Base, Post, Signal unit, complete fixing of LEDs and wiring of full signal. It includes fixing of Number Plates. The work shall be done as per instructions of DFCCIL engineer/Incharge of the work at site.	No.	10	1113.23	11132.30
26	Fixing of junction type Route Indicator on top of signal post and complete wiring .1-Way/2-Way/3-Way/4-Way/5-way/6-Way/theatre type.	No.	5	1301.64	6508.20
27	Supply , Fabrication and Fixing of Retro-Reflective marker/boards/Plates as per following : 'P' Marker -Non illuminated,'AG' marker -Non illuminated ,'A' marker -Non -illuminated and 'G' marker-Non-illuminated as per DFCCIL approved Drawing.All material required for the job such as MS angle, nuts&bolts, Paint & painting materials etc. will be supplied by contractor.	No.	10	1038.69	10386.90

28	Supply , Fabrication and Fixing of Calling On Board/BSLB Board as per DFCCIL approved Drawing ,on concrete foundation and painting with Retro-Reflective paint.All work to be carried out with contractor own materials and as per DFCCIL site Engineer instructions.	No.	5	9491.60	47458.00
29	Supply , Fabrication and Fixing of Retro-Reflective Signal Number Plates as per DFCCIL approved Drawing. On Signal Post with Contractor's Own Material like clamp.U bolts Nuts etc.	No.	5	871.46	4357.30
30	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 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 vary +/-5%. (Inspection by Consignee)	No.	400	155.71	62284.00
31	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 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 vary +/-5%. (Inspection by Consignee).	No.	45	138.64	6238.80
32	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 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 vary +/-5%. (Inspection by Consignee).	No.	25	122.03	3050.75

33	Supply and installation of earth electrode as per standard practice and as per DFCCIL Drg no. W1/SG/413 Rev D based on DFCCIL Drawing no. S&T/CONST/6.4/97. It includes supply of GI pipe of 3m length. It includes connecting the earth electrode to the equipments which are required to be earthed including digging of earth pit 3 mtr deep and fixing earth electrode pipe, casting of cement concrete enclosure with cover (cover as per drawing no. S&T/CONST/6.3/97. It includes installation of 7 strand GI wires as earth lead wires, supported on MS flat size 5mm x 40 mm, soldering and nut bolt both, one end of both earth lead wire and MS flat to earth electrode and other end to Location boxes, block equipments, power equipments, cable sheath, signals etc. as per site requirement and as per instructions given by engineer incharge.	No.	5	4037.62	20188.10
Point Machine Work					
34	Refixing of electrical point machine, ground connection during phase working (Non interlocked working) after removing the existing fitting if any, adjustment if necessary, cable termination, wiring, testing and commissioning of electrically operated point, fixing and connecting point indicator on derail switch if necessary. The work shall be done as per extant practice in DFCCIL and the instruction of DFCCIL Engineer at site	PER T/Out	5	4175.22	20876.10
Paintings Work					
35	Lettering / Numbering Termination particulars, equipment's names etc., legibly and neatly inside location boxes. Half Case.	Nos.	10	138.40	1384.00
36	Lettering and Numbering of all S&T gears like Signals, Loc. Boxes, Pt. Machines, TLJBs, Block joints etc. Each item to be taken as one unit. This work will be carried out as per the standard practice or as per site in charge's instructions. Supply of Material required for execution of work are inclusive. Supply of Material required for execution of work are inclusive.	Nos.	40	100.13	4005.20
37	Painting of two coats of Enamel paint over one coat of Red Oxide primer after scrapping and cleaning of the surface. Paint to be of reputed make Asian/Dulux/Berger or similar. App. Cases inside and outside to be done by Silver colour. (Apparatus Case Half) Supply of Material required for execution of work is inclusive.	Nos.	1300	725.61	943293.00

38	Painting of two coats of Enamel paint over one coat of Red Oxide primer after scrapping and cleaning of the surface. Paint to be of reputed make Asian/Dulux/Berger or similar. (Main Signal post, base, unit and complete fittings) Supply of Material required for execution of work is inclusive.	Nos.	450	1069.92	481464.00
39	Painting of two coats of Enamel paint over one coat of Red Oxide primer after scrapping and cleaning of the surface. Paint to be of reputed make Asian/Dulux/Berger or similar. (Shunt Signal post, base, unit and complete fittings) Supply of Material required for execution of work is inclusive.	Nos.	200	456.24	91248.00
40	Painting of two coats of Enamel paint over one coat of Red Oxide primer after scrapping and cleaning of the surface. Paint to be of reputed make Asian/Dulux/Berger or similar. (Point machine and ground connections, Point machine by Black enamel and ground connection by Red oxide) Supply of Material required for execution of work is inclusive.	Nos.	250	337.56	84390.00
Miscellaneous items.					
41	Supply of 25mm x 2mm bare copper strips in the equipment room. Including all accessories & installation.	mtr.	200	1260.17	252034.00
42	Installation of cad weld connection with including exothermic weld powder (Brazing of Copper) This will include Routing and termination of 25x2 mm Copper tape/8 mm solid copper round conductor which is to be fixed inside the equipment room with 60mm, 6KVA insulation studs including supply of insulation studs. All material, tools & accessories required for copper brazing should be supplied by contractor.	Nos.	40	2006.00	80240.00
43	Supply of 10 sq mm PVC insulated single core multi strand Copper conductor (RED/Black/Green) as per IS :694/2010 for latest , as per specification number IRS : S-76/89 or latest .	mtr.	500	108.32	54160.00
44	Supply of 16 sq mm PVC insulated single core multi strand Copper conductor (RED/Black/Green) as per IS :694/2010 for latest , as per specification number IRS : S-76/89 or latest .	mtr.	2000	149.25	298500.00
45	Loading, Transportation/Carriage and Unloading of various S&T material by a 9 MT truck, from/to the consignee depot to/from various locations, as decided by the DFCCIL. This does not pertain to movement of material required by Contractor for the Scope of work as defined in the contract which has to be done at the own cost of Contractor.	Km	2500	63.94	159850.00

Schedule-II (Execution of Maintenance activities)						
46	Execution of Maintenance activities of Electrically Operated Points & KLCR as per Maintenance Schedule(Annexure-D), non corrosive all temperature Grease (IS-507/508) , Greasing Gun, SAE-30/SHELL 100 oil and other consumables & tools used during maintenance will be supplied by contractor's own cost. Staff deployed should be available 24X7 nearby base station. Deployment of Manpower shall be as per Annexure-E defined in tender document.					
(a)	Crossing Station	Per Stn per Mnth	60	48348.60	2900916.00	
(b)	Junction Station	Per Stn per Mnth	60	140434.09	8426045.40	
47	Execution of Maintenance activities/Assisting in inspection of EI, SER, RH, ALH & GSMR, MSDAC/HASSDAC,UFSBI, Color Light Signals, Cables, Location Boxes, EPABX, LC gate Telephone, IPS, 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. as per Maintenance Schedule (Annexure-D) and attending S&T failures. Staff deployed should be available 24X7 nearby base station. Deployment of Manpower shall be as per Annexure-E defined in tender document.					
(a)	Crossing Station	Per Stn per Mnth	60	36596.17	2195770.20	
(b)	Junction Station	Per Stn per Mnth	60	87176.00	5230560	
(c)	Block Section including IR Junction link Lines	Per Block section per Mnth	108	129425.38	13977941.04	
Schedule-III (Hiring of Manpower)						
48	Provision of different category of staff under class C as per Annexure-C (Excluding the manpower deployed at item no. 46 & 47 above)					
	Category	Unit	No of Man Power	Total man days	per day wages (including GST)	
(a)	Skilled	man-days	2	624	1061.49	662369.76
(b)	Semi-skilled	man-days	18	5616	896.91	5037046.56
49	Provision of different category of staff under class B as per Annexure-C (Excluding the manpower deployed at item no. 46 & 47 above)					
	Category of worker	Unit	Total Man Power	Total man days	per day wages (including GST)	
(a)	Skilled	man-days	1	312	1198.05	373791.60
(b)	Semi-skilled	man-days	3	936	1061.49	993554.64
(Gross estimated Amount Inclusive GST)						4,87,82,684

S. No.	Schedule	Percentage	Above/Below/At Par
1	Schedule I	<i>To filled through Online mode only on IREPS portal.</i>	
2	Schedule II		
3	Schedule III		

Note:- General Conditions

- The above rates are inclusive of all Govt. & Local taxes including applicable GST. However, GST will be reimbursed only after having submitted the proof of having actually paid the above taxes/charges.
- “The minimum service charges to be quoted by the tenderer for items no. 48 to 49 of schedule-III shall be 3.0% (Three Percent). Offers below 3% of the advertised tender value for schedule-III shall be summarily rejected”.**
- Any statutory increase in the wages of labor 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. Revised wages will be paid by DFCCIL.
- The bidder shall indicate his rate in %age below/above/at par, on total cost including GST as per schedule of approximate quantities & Rate above on IREPS portal. The Bidder/Tenderer quoting the rates for individual items will be disqualified. Offer with incomplete/ambiguous rate will not be considered.
- DFCCIL reserves the right to operate additional quantities of the schedule item as & when required within the variation limit.
- The manpower shall be deployed/posted at any of EDFC stations or at any site location within the jurisdiction of Chief General Manager/Tundla, as per requirement of DFCCIL.
- The Contractor shall submit the on-account bills, by the date stipulated by the DFCCIL, supported with pay sheets, proof of payments of 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.
- For Schedule-I (Item no 1 to 45 of Section-6 “Schedule of Approximate Quantities & Rate”) To carry out the work on “as & when required basis” for Schedule-I, of Section-6 “Schedule of Approximate Quantities & Rate” of this Tender document.**
- The work shall be executed at 10 EDFC Stations, 09 complete Block Sections and IR Connecting lines in a total stretch of approximately 353 Km under the Jurisdiction of CGM/Tundla as per requirement/instruction of DFCCIL site-in-charge.
- Tentative Locations where the work needs to be executed on **“as & when required basis”** is tabulated below:

Sr. No.	EDFC Station	EDFC Stn Code	Block Section	IR Connecting Line
1	New Khurja	KRJN	KRJN-DAQN	KRJN- Khurja Jn. (IR)
2	New Daudkhan	DAQN	DAQN-NHRS	DAQN – Daudkhan (IR)
3	New Hathras	NHRS	NHRS-TDLN	
4	New Tundla	TDLN	TDLN-MNRN	TDLN-Kuberpur (IR)
5	New Makhanpur	MNRN	MNRN-BDNN	
6	New Bhadan	BDNN	BDNN-EKLN	BDNN – Bhadan (IR)
7.	New Ekdil	EKLN	EKLN-ULDN	
8.	New Achalda	ULDN	ULDN-KNSD	
9.	New Kanchausi	KNSD	KNSD-BPUN	
10.	New Bhaupur	BPUN		BPUN- Bhaupur Jn. (IR)

11. 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.
12. 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. If not done necessary penalty may be imposed as per applicable rules.
13. The Contractor shall ensure to take all safety measures during the execution of the work.
14. The Contractor shall arrange the space for storage & inspection of the material at his own cost or will request DFCCIL to allot the space at any of the EDFC stations/IMD/IMSD. Suitable rental charges shall be levied on contractor if DFCCIL provide storage space on contractor's request. However, responsibility regarding safety & security of the stored material shall vest with the Contractor only.
15. As far as possible all material/Equipment should be as per RDSO specification & from approved firm. However, material/Equipment in the schedule where RDSO/IS specification has not been stipulated, shall be procured from manufacturers of repute/ their authorized dealers/ approved source only.
16. All the materials to be supplied by the Contractor need to be supplied 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 his own cost. The security of the material brought to the site of work will remain with the Contractor till the material taken over are duly erected and accepted by the DFCCIL.
17. 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. The Contractor shall remove forthwith any such material rejected and replace them promptly at his own cost.
18. 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.
19. After the issue of the Acceptance letter, the successful tenderer shall inform the concerned PM/Dy.PM/APM/JPM/Exe/Sr.Exe/S&T of DFCCIL as per their respective jurisdiction, prior to starting any execution of work at any location.
20. 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 scanning Equipment.
21. The manpower deployed against Sr. No. 46 & 47 of Schedule-II shall be available 24x7 nearby base station. They may be utilized for attending S&T failures during day and night, as well as for assisting in various inspections and maintenance-related activities as directed by DFCCIL officials, no additional payment is applicable to the agency/contractor.
22. 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.

23. 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.
24. 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.
25. 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.
26. The age of manpower deployed by the agency shall not exceed 55 years at any time throughout the contractual period, except up to 65 years in case when retired S&T Personnel from Railways/PSUs is engaged. All deployed staff should be able to perform the work efficiently. If at any stage it is found that the deployed staff is not performing the work efficiently then DFC have full right to instruct the contractor to terminate the services of staff.
27. Police verification for background checks of outsource staff is mandatory and to be done by the agency and same should be submitted to DFCCIL.
28. The normal area of duty of the outsourced manpower/staff shall cover the entire Jurisdiction of CGM/Tundla unit or as instructed by Controlling Officer.
29. 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 giving a notice of one month.
30. 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.
31. 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 within one week after receipt of "Letter of Acceptance" or as per direction of DFCCIL.
32. MODUS OPERANDI FOR ENGAGEMENT (For Schedule items at Sr. No. 46 to 47 of Schedule-II and Item no. 48 to 49 of Schedule-III (Section-6 "Schedule of Approximate Quantities & Rate")): -
33. The Successful Tenderer shall provide the list of shortlisted eligible/ suitable candidates to DFCCIL. Screening of candidates will be carried out by DFCCIL for suitability of works as prescribed in Annexure-A, B, C, D & E and only suitable candidates will be allowed for deployment.
34. Manpower/Personnel provided in requisite category should possess the minimum qualification and working experience as detailed in Annexure-B.
35. The Contractor shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
36. 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.

37. The Contractor must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.
38. The engagement of outsourced personnel shall be purely on a 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.
39. For Schedule I (Item no. 1 to 45 of Section-6 "Schedule of Approximate Quantities & Rate"): Payment shall be made on monthly basis for successful execution of work against Schedule-I, detailed in Section-6 (Schedule of Approximate Quantities & Rate) 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/Tundla. Certification of the site-in-charge for satisfactory work done by the Outsourced staff deployed at the site against the Scheduled Maintenance planned.
40. For Schedule -II (Item no. 46 & 47 of Section-6 "Schedule of Approximate Quantities & Rate"): Payment shall be made on monthly basis for successful execution of maintenance activities and deployment of actual number of outsourced manpower in requisite category at the accepted rate. On-account payment will be permitted after submission of bill and necessary 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 Contractor shall include the remuneration payable to the outsourced person besides the margin/commission payable to the Contractor and applicable GST.
41. For Schedule -III (Item no. 48 & 49 of Section-6 "Schedule of Approximate Quantities & Rate"): Payment shall be made on monthly basis for successful deployment of actual number of outsourced manpower in requisite category at the accepted rate. The Contractor shall submit the on-account bills, by the date stipulated by the DFCCIL, supported by pay sheets, proof of payments of employees, proof of payment of statutory deductions and other relevant documents pertaining to execution of work, if any. 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.
42. For Items at Schedule-III, if hired outsource staff need to send outside the headquarter for any official works than in this case, ordinary fare will be paid only on production of original journey ticket of Bus (non AC) /Train (non AC/Sleeper) duly certified by DFC representative. No extra TA/DA will be paid for any outward journey.
43. The aforesaid consideration will be paid by DFCCIL to the Contractor, against monthly invoices raised at the end of each month.
44. 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 at rate accepted for the tender.
45. The outsourced personnel should be in a proper Safety PPE Kit (Safety jacket, safety shoes, gloves & helmet). The Service Provider should provide at least one set of PPE Kit to each staff.
46. The staff deployed by the contractor shall have their own Tools and Measuring Instruments such as Multi-meters, Clamp Meters, Screw Drivers, Pliers, Spanners, Tommy bar etc. required to carry out the work at the site.

47. 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 DFCC **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.**
48. The Contractor will, for the purpose, aforesaid continuously monitor the work done & services being rendered by it to ensure that these are up to the standards required by DFCCIL.
49. The consumable materials not limited to grease, cleaning cloth, dusters, dustbin, oil, lubrication wax, surface cleaners etc. are required during schedule maintenance /failures reasonability of contractor.
50. DFCCIL reserves the right to increase/decrease the number of manpower under different categories depending as per its requirement.
51. 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.
52. Notwithstanding anything herein contained, the Contractor will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or laps on the part of the Contractor or of any persons deployed by its pursuant to the contract.
53. The Contractor is 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.
54. The Contractor must also be able to arrange for the replacement of the existing outsourced person, as per the instruction of DFCCIL.
55. The services of the outsourced person engaged are liable to be transferred anywhere from one department to another and one place to another without any extra remuneration depending on the exigencies of the work.
56. The outsourced person shall 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.
57. 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.
58. 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.
59. It is mandatory that Contractor shall provide 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). Relevant supporting document for the same to be submitted in this office.
60. The Contractor shall provide identity cards bearing the photographs to the all-outsourced persons deployed in DFCCIL at its own cost.
61. In case the outsourced personnel deployed by the Contractor is found to be involved in any illegal activities, he will be immediately replaced, and suitable action will be taken against the person/Contractor.
62. **Working Hours of hired staff** –The Successful Tenderer shall provide the requisite outsourced staff on all days (except rest days) of the month. The staff deployed by the contractor shall be available at designated places nearby station round the clock as per directions of the DFCCIL's representative.
63. One day of rest in every period of 7 days which shall be allowed to all outsourced staff.

64. During unauthorized absence of outsourced staff, contractor has to deploy another of same category of manpower and Prior information regarding the change in staff (along with complete details of replacement of staff) should be given to concerned Dy.PM/S&T/APM/S&T/ JPM/S&T in-charge of the section.
65. Contractor shall ensure that all outsourced staff shall maintain functional Mobile phone always 'ON' with good network service at their own cost.
66. 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.
67. Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact nominated officer of DFCCIL/ Tundla 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.
68. 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 responsible person who shall be available during working hours.
69. 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.
70. The rates quoted and accepted by DFCCIL shall be firm and final during the currency of the contract.
71. 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.
72. For all the Schedule items detailed in Section-6 of the Tender document, the rates are inclusive of all taxes and duties.
73. For Schedule 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.
74. **"The minimum service charges to be quoted by the tenderer for items at Sr. No. 48 to 49 of Schedule-III of section-6 shall be 3.0% (Three Percent). Offers below 3% of the advertised tender value shall be summarily rejected".**

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.*

Signature of tenderer/s with

Seal

Address:

Annexure-A**SCOPE OF WORK**

For item at Sr. No. 48 to 49 of Schedule-III of 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 at Sr. No. 48 to 49 of schedule of approximate quantities & Rate (Section-6) of Tender Document) **(Excluding the manpower deployed at item no. 46 & 47 above)**. Following shall be the tentative duty list of different categories of Outsourced personnel required:

For Schedule item at Sr. No. 48 to 49 of Section-6:**1. Skilled Manpower:**

- ✓ Communication System Troubleshooting:- Rectification of issues in TER/SER/ALH/RH installations.
- ✓ Cabling & Network Rectification: - Fixing loose connections in OFC patch panels, LAN cables, and telephone wiring.
- ✓ Night Duty Support: - Availability to attend S&T failures during night hours.
- ✓ Breakdown Maintenance: - Prompt action to rectify breakdowns as instructed by DFCCIL officials.
- ✓ Technical Equipment Maintenance
- ✓ Regular upkeep of SMPS/UPS, batteries, LAN & telephone networks, NMS, and VHF sets. Execution of any maintenance or repair job as directed by the site in-charge.
- ✓ **MUV Drivers** deployed in skilled category shall be skilled, uniformed, well behaved, holding valid driving license and capable of undertaking minor repairs of vehicles.
- ✓ Maintenance of Point Machines & Ground Connections: - Regular servicing including cleaning, oiling, and tightening of nuts & bolts.
- ✓ Inspection of Location Boxes: - Alignment verification and reinforcement as needed.
- ✓ Alignment of Wheel Sensors & Deflectors: - Adjustment and securing of installations.
- ✓ Upkeep of Axle Counter TLJBs:- Cleaning and alignment checks.
- ✓ Inspection of Signals and Shunt Signals: - Cleaning, realignment, and basic upkeep.

Semi-Skilled Manpower:

- ✓ Cleaning of signal units, Location Boxes, TLJBs, and Point Machines etc.
- ✓ Visual Inspections and checking of loose connections.
- ✓ Measurement of basic voltage/ current levels.
- ✓ Cleaning of ALH/RH/Stations Signal /Telecom rooms and equipment including Air Conditioner.
- ✓ Cleaning/ Maintenance of batteries at Stations/ALH/RH.
- ✓ Transportation of Signal/Telecom material/equipment/Cables from IMD/IMSD to Site.
- ✓ Loading, Unloading & handling of materials.
- ✓ Assisting for keeping records of materials.
- ✓ Restoration works at time of accident/ derailment.
- ✓ Prompt Attending of Breakdown/ equipment failures as per instructions of DFCCIL Staff.
- ✓ Any other work associated with maintenance of S&T Gears, assigned by DFCCIL Site- In-charge.

Note:- Safety and Protection items/ equipment i.e. 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: (For Items at Sr. No. 46 to 47 of Schedule-II and Items at Sr. No. 48 to 49 of Schedule-III of section-6)

(A) Minimum Educational Qualification/ Essential Experience for Skilled: -

10th and adequate field Experience in installation or maintenance (repair/renewal/replacement) of Railways S&T field.

(B) Minimum Educational Qualification/Essential Experience for Semi-Skilled: -

8th and shall 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.

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 staffs.
3. 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 i.e., 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.
5. In case of exigency/emergency Contractor shall provide sufficient nos. of unskilled staff/labor as directed by DFCC on site in charge.
6. On duty contractor personnel shall follow the instructions of DFCCIL representative on duty for the maintenance of S&T equipment. If the contractor personnel perform any wrong operation of equipment, a penalty of Rs.5,000/- per occasion, if there is no operational delay and no financial repercussion. However, if there is any financial repercussion, in that case, penalty will in consonance with the loss as approved by tender accepting authority. Also, if the train services are affected particular staff shall be debarred from duties against subject agreement in addition to levy of penalty.

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.

Tentative Deployment of skilled/ Semi-Skilled Staff against Schedule-III at Sr no.48 to 49 (Excluding the manpower deployed against item no. 46 & 47)						
Sr No	Station name	Station Type	Category	Skilled (MUV Driver/Technical Assistant)	Semi- Skilled (for IMD/IMSD /Inspection)	Total
1	New Bhaupur	Junction Stn.	Class C	0	2	2
2	New Kanchausi	Crossing Stn.		0	2	2
3	New Achalda	Crossing Stn.		0	2	2
4	New Ekdil	Crossing Stn.		1	2	3
5	New Badhan	Junction Stn.		0	2	2
6	New Makhanpur	Crossing Stn.		0	2	2
7	New Tundla	Junction Stn.		0	2	2
8	New Hathras	Crossing Stn.		0	2	2
9	New Khurja	Junction Stn.		1	2	3
Total Manpower at Class C				2	18	20
10	New Daudkhan	Junction Stn.	Class B	0	2	2
11	CGM/TDLN office (Tech. Assistant)		1	1	2
Total Manpower at Class B				1	3	4
Grand Total				3	21	24

NOTE: Above location for Deployment of Skilled/ Semi-Skilled/Un-Skilled Staff is tentative. Location of staff may be altered as per requirement of DFCCIL.

Signature of tenderer/s with Seal

Address:

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

Schedule Code	Periodicity		Schedule
	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy.PM	
P1	Fortnightly	Quarterly	Checking –
			1. The machine for tightness and free from rust & dirt. Cleaning, graphite / oiling of slide chairs. Lubrication of slide chairs and assembly up to 3 sleepers from the toe of switch by Maintenance staff.
			2. Checking of Point Gear Assembly, slides, rollers & pins. Ensure that roller is free from wear and tear and falls freely on control and lift out disc.
			3. Tightening of all nuts, check nuts & bolts, lock nuts holding the detector slides & lock slides with lugs and condition of split pins to be checked.
			4. The Lubrication / Greasing of all gears and bearings, cleanliness & smoothness of commutator, checking contacts for freedom from pitting and proper adjustment.
			5. Visual checks of Points insulations and stretcher bars not rubbing with any fixture.
			6. The contacts for proper adjustment & free from pitting. Wires are neatly dressed & clear of all moving part. Ensure they do not get trapped in the lid when closed.
			7. All the bridge contacts make & break at the same time.
			8. The setting of switch for having required amount of spring action.
			9. Lubrication of the moving parts of clamp lock assembly.
			10. Obstruction test – with 5 mm test piece (to be kept at 150 mm from the toe of the switch) to ensure that point cannot be locked, detection contacts shall not make & friction clutch should also slip. However Detection contacts shall make with obstruction of 1.6 mm test piece (to be kept at 150 mm from the toe of the switch) Testing may be done either by Crank Handle or by Point Motor operation.
			11. Also ensure that both sleepers are well packed & Ground connection rods are free from ballast.
			12. Checked the insulation of Gauge tie plate, all stretcher bars, P/D brackets & driving lug and replaced if found damaged/broken.

P2	Monthly	Quarterly	1.Measurements of operating values (voltage & current) of point machines, with and without obstruction for normal and reverse operation. Current required to operate the machine in either direction shall be 1.5 to 2 times of its normal operation and friction clutch shall slip within this range. Replace machine when difference between normal operating current and current under obstruction is less than 0.5A.												
			2.Checking of feed disconnection time under obstruction is not less than 10 Seconds.												
			3.Ensure Hose pipe/GI pipe in good condition and without gaps/access.												
			4.Check MS pins of Switch Extension piece / 'P' bracket for any rib formation or excessive wear.												
			5.In case of Clamp type point machine, Lubricate the following moving parts of the clamp lock. (a) Stock rail bracket groove. (b) Moving part of tongue rail and lock arm assembly. (c) Between machine of lock bar and lock arm assembly												
P3	Quarterly		1.Joint check with Executive/Sr. Executive (Civil), of points & crossing for levelling, squaring, creeping, packing, clearance of ballast and other Track fittings, etc. and measurement of LH, RH switch opening are as given below as per normal point and as per Performa circulated by RDSO dated 14.2.19 for Thick Web Switch.												
			Normal Point (143 mm)		Thick Web Point (220 mm)		OPENING (Tolerance)		OPENING (Tolerance)		LH END	RH END	LH END	RH END	115 ± 3 mm
Normal Point (143 mm)		Thick Web Point (220 mm)													
OPENING (Tolerance)		OPENING (Tolerance)													
LH END	RH END	LH END	RH END												
115 ± 3 mm	115 ± 3 mm	160 ± 3 mm	160 ± 3 mm												
P4	Quarterly	Yearly	2.Joint checking of SSD/Back Drive arm insulation with civil department supervisor.												
			1.Apply non-corrosive all temperature grease (IS-507/508) through the entire grease nipple by a grease gun.												
			2.Oiling of Point Gear Assembly, slides, rollers & pins - Pour lubricating oil, SAE-30/SHELL 100, through inlet in to the oil reservoir for lubricating gearbox of the motor. Avoid overflowing.												
			3.Smoothness & cleaning of Commutator, carbon brushes.												
P5	Half yearly	Yearly	4.Ensure painting of connecting rods is satisfactory.												
			1.Check for detector contacts and cleaning if required, control contacts, friction clutch. Ensure contact pressure of control and detection contact is adequate. Ensure Brass tip on finger contact is intact. Conduct obstruction test.												
			2.Visual check of brass strips provided between detector slides, without removing them.												
			3.Checking of contact, connections and its effectiveness during power operation points.												

			4. Checking of point motor insulation, cable and wire insulation (by 100 V Megger).
			5. Testing of point tail cable from K Rack (of location box) in N & R position of point with 100V megger
P6	----	Yearly	1. Working of point using crank handle shall also be checked. It shall not be possible to insert Crank Handle without assigned Key. Interlocking with signals shall be checked.
			2. Testing of effectiveness of Track locking.

NOTE:

1. Whenever any wire, cable, gears etc. are opened and disconnected, care should be taken for proper reconnection of wires, cables, gears etc. and must be followed by correspondence test with Operating panel/VDU before giving reconnection.
2. Depending upon OEM, any other specific maintenance item may be included at field level.

2. Color Light Signal:

Schedule code	Periodicity		Schedule
	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy. PM	
S1	Monthly	Half yearly	1. Cleaning of LED lighting unit & current regulator/integrated LED, all terminations, housing, signal units & around signal post.
			2. Measurement of input voltage & current with clamp type ammeter at input terminals of current regulator/LED signal for all signal aspects and V/I reading shall be within specified range as below:
			(a) Main signal Voltage: 82.5 to 137.5V and Current: 112 to 154 mA.
			(b) Calling on/A/AG Marker Voltage: 88 to 132V and current: 120 to 165 mA.
			(c) Route signal Voltage: 88 to 132V and Current: 23.75 to 26.25 mA per LED.
			(d) Shunt signal Voltage: 88 to 132V and Current: 52.25 to 57.75 mA per LED.
			3. Checking of tightness of all adjusting screws of LED signal unit as well as Current regulator/ integrated LED.
			4. Ensure condition of signal post is satisfactory.
			5. Check condition of Signal foundation, Earth work around signal foundation, ladder & ensure proper alignment of signal post.

Schedule code	Periodicity		Schedule
	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy. PM	
			6. Ensure Signal unit condition, closing of door & locking arrangements are satisfactory.
			7. Ensure Signal post & CLS unit should be earthed & screen earthing is effective.
			8. Complete signal unit should be cleaned for removing oxidation, rusting & tightened properly.
			9. Ensure that there is no opening/access for rain water/ rodent entry.
			10. Ensure the cable terminations in location box should be cleaned for removing oxidation, rusting & tightened properly.
			11. Visual check of insulations of cables, PVC wires, proper termination without criss cross, condition of rubber gasket arrangement.
			12. (a) Check that where signals are infringing with SOD, their Implantation distance is marked on Red colour on white back ground. (b) Blanking off to be done as given in chapter 19 of IRSEM. (c) Right hand signals to be provided with an arrow mark pointing towards the relevant track. (d) Checking that SPT on signal post is functioning properly.
S2	-----	Yearly	1. Check infringement of Signal & all its fitting with respect to schedule of dimensions jointly with JPM/APM (Civil) (infringement to be removed, if found).
			2. Test Route ECR- ensure that route ECR should be dropped if any 3 nos. of LEDs in the given route supply is cut for all the routes.
			3. Test Shunt ECR- ensure that shunt ECR should be dropped if any one of Shunt LED does not lit.
			4. Set jumper setting in current regulator as per ECR used & measure current with AC clamp meter. The range of current shall be within the limit as per ECR used.
			5. Implantation distance from center line of nearest track along with an arrow indicating towards nearest track should be painted on signal post in following colours.
			a) Black on white background for normal implantation.

Schedule code	Periodicity		Schedule
	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy. PM	
			b) Red on white background for implantation distance < 2.825 meters. 6. Ensure that Arrow Markers are provided on all RHS signals. 7. Painting of Signal post, unit, ladder& number plate are satisfactory.

NOTE:

- Depending upon OEM, any other specific maintenance item may be included at field level.

3. LC GATE OPERATING & INDICATION PANELS

Schedule Code	Periodicity		Schedule
	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy. PM	
PL1	Monthly	Half yearly	1. Check all indication, Buttons/knobs, LED Lamps, Emergency key etc. on Gate Panel. Check for proper sealing of Emergency operation buttons. Checking & cleaning of Operating Panel.
			2. Checking visually that Earthing connectivity to the Indication panel & Operating panel is intact.
PL2	Quarterly	Half yearly	1. Testing of all Panel counters, Buzzers, Keys.
			2. Checking of all time delay and timers provided for approach locking, Emergency key release etc.
			3. On opening back cover, wiring shall be in good laid out condition without any openings to avoid entry of rodents.
PL3	----	Half yearly	Checking of approach warning, approach locking and track locking.

4. ELECTRIC LIFTING BARRIER (ELB) & SLIDING BOOM BARRIER (SBB)**(I) ELECTRIC LIFTING BARRIER (ELB)**

Schedule	Periodicity	Schedule
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code	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy. PM	
LC-1	Fort Nightly	Quarterly	Checking->
			1. Ensure 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.
			2. Cleaning the inside & outside of mechanism, booms, channels & hand Generator. Checking & cleaning of contacts, proper adjustment & condition of Limit switch/Circuit controller/contactors.
			3. Check tightness of all fixing nuts & bolts of the mechanism counterbalance channels & adjust screws of base, gear box, clutch assembly, motor, pulleys, boom, machine foundation & the circuit controllers. Along with this any cracks in boom should also be checked.
			4. Checking and cleaning of Road signals and retro reflective STOP board on both LB & hooter.
			5. Checking of Audio - Visual alarm/hooter for approach warning/approach locking.
			6. Check the conditions and working of all LEDs, buttons, Emergency keys, CHLR box etc. on Indication panel and wall inside the gatemen gumti.
			7. Check the working of both Telephones (with IR LC gate and DFC station.)
			8. Availability of lubrication to its level in the gear box.
			9. Locking Checking
			Solenoid Locking: Clean inside the solenoid device and ensure that (a) The lever falls to the lock position by gravity. (b) Making of Magnet Switch contacts (check with continuity meter) when boom hook is inside lock unit & lock lever is in locked Position. (c) Contact does not break even when boom is moved up & down or sideways within allowable play in lock. (d) Contact of boom lock proving switch, Replace if required.
			Motorized Locking
			10. Ensure that the boom hook falls properly into the Boom Lock Post. Adjust position of Boom Hook/ lock unit if

Schedule code	Periodicity		Schedule			
	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy. PM				
			required.			
LC-2	Monthly	Half yearly	1. Apply a little grease to the cam surface which operates the limit switch.			
			2. Check Timing Belt tension for both barriers & Hand Generator. Adjust if required.			
			3. Check Gear Box for any leakage of oil.			
			4. Check clutch slippage current (as per OEM stipulation) and slippage of friction clutch. Adjust (if required & feasible).			
			5. Parallel operation/& Individual operation and opening of gate.			
			6. Gate operation to be tested with Crank handle.CH should be kept sealed in the box.			
			7. 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.			
			8. All cable terminations are tight and properly connected.			
			9. Check all indication, Buttons/knobs, LED Lamps, Emergency key etc. on Gate Panel. Check for proper sealing of Emergency operation buttons. Checking & cleaning of Operating Panel.			
			10. Checking visually that Earthing connectivity to the Indication panel & Operating panel is intact.			
			11. Testing of all Panel counters, Buzzers, Keys.			
			12. Checking of all time delay and timers provided for approach locking, Emergency key release etc.			
			13. On opening back cover, wiring shall be in good laid out condition without any openings to avoid entry of rodents.			
LC-3	Quarterly	Yearly	1. Measure the time of operation, working voltage of ELB and operating current. These records shall be kept in record book. Also ensure all parameter under permissible limit.			
			2. The input voltage/Current range of ELB are			
			3. a. For barriers without hand generator (at motor terminals)			
			Type	Rated voltage	Normal (Max.) operating Current/barrier for boom length up to 9.76m (=10m.)	Maximum rated current for each barrier for boom length up to 9.76m (=10m.)

Schedule code	Periodicity		Schedule			
	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy. PM				
			AC	110V	2.5 Amps	4.0 Amps
			DC	24 V	4 .0 Amps	7.0 Amps
			DC	110 V	1.0 Amps	1.8 Amps
			b. For barriers with hand generator –			
			Type	Rated voltage	Normal(Max.) operating Current/barrier for boom length up to 9.76m (=10m.)	Maximum rated current for each barrier for boom length up to 9.76m (=10m.)
			DC	24 V	3 .0Amps	5.0Amps
			DC	110 V	0.7Amps	1.2Amps
			4. Checking of NX switch / Crank handle.			
			5. Balancing of weight & booms			
			6. Tightening of Screws of ebonite cams of contacts.			
LC-4	---	Half yearly	1. Proper functioning and interlocking of Sliding Boom.			
			2. Checking of Approach/dead approach warning, approach locking and track locking.			
			3. Boom is perpendicular to road.			
			4. Check the resistance of all Limit switch/Circuit controller.			
			5. Clearance of boom from road (0.8-1m).			
			6. Boom opening (85-90 degree).			
			7. Yellow reflector strips on all booms on both sides.			
LC-5	---	Yearly	Annual testing of tail cable insulation & motor insulation with 100V megger.			

1. NOTE: Depending upon OEM, any other specific maintenance item may be included at field level.

(II) SLIDING BOOM BARRIER (SBB)

Schedule Code	Periodicity		Schedule
	In presence of Junior Executive/ Executive/ Executive	In presence of JPM/APM/Dy. PM	

SLB-1	Fort Nightly	Quarterly	1. Ensure Sliding boom is easy to operate and travels smoothly in its boom channel.
			2. E type lock and other moving parts to be oiled and free movement to be ensured.
			3. SBB E type key is taken out only when combination key is inserted.
			4. Stop board has retro-reflective paint/tape. Stop board of approx. size 600 mm to be provided.
			5. EKT/KLCR for slot transmission is effective. Ensure that Locking is directly with E type lock and not with Chain.
			6. Ensure locking of slide covers on sliding booms.
			7. Check and ensure that aspect of both sides road signal should be RED aspect before taking OFF of Gate signal by using sliding boom arrangement.
SLB-2	Monthly	Half Yearly	1. Foundation of sliding boom channel and boom lock post should be intact so that sliding boom is not obstructed.
			2. Check tightness of base nuts & bolts of stand and jointing nuts & bolts of the sliding boom.
			3. Ensure ELB and Sliding boom Interlocking is effective.

NOTE:

- Depending upon OEM, any other specific maintenance item may be included at field level.

5. SIGNALLING CABLE

Schedule code	Periodicity		Schedule
	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy.PM	
C1	Monthly	Half Yearly	1. All termination at CTR, in relay rooms (SER, ALH, RH & EI hut), Location Box, Junction Box should be checked for sulphation. Entries of cables in relay rooms (SER, ALH, RH & EI hut), Location Box, Junction Box, cable pit etc. to be checked and should be sealed properly.
			2. Check for possible rat bite, vulnerability to bush fire / likely damage due to ongoing works nearby.
			3. Visual check of connections, cable armour earthing arrangement in location boxes.
			4. Cleaning of Location boxes, Junction boxes.
C2	Quarterly	Yearly	1. 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.
			2. 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.

Schedule code	Periodicity		Schedule
	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy.PM	
			3. 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.
C3	Yearly	Yearly	Verification of cable route plan and ensuring availability of cable route markers. All missing/damaged cable markers shall be identified and provided Yearly.
C4	As given in annexure		Periodical Meggering of main and tail cables to be done. Periodicity and procedure described in Annexure B. The results of the insulation resistance tests should be recorded in Performa given in Annexure A.

NOTE:

1. Ensure remedial measure in case of any deficiency in schedule mentioned above.
2. Each conductor shall be meggered with respect to Earth and all other conductors. A 500V insulation tester should be used for insulation testing

6. QUAD CABLE

Schedule code	Periodicity		Schedule
	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy.PM	
QCAB1	Quarterly	--	1. Checking of exposed cable in earth, bridges, pipe etc.
			2. Condition of cable pipe & proper fostering of same.
			3. Check that all cable termination devices, pillar boxes, cable heads, glands etc. are clean and dry.
			4. Checking of any digging work near or along the cable route
			5. Visual check of connections, cable armour earthing arrangement in Location Boxes.
			6. Cleaning of Location boxes, Junction boxes.
QCAB2	Half Yearly	--	1. Checking of sealing arrangement of cables at entry points in pipes, equipment room etc.
			2. Cables pipe on bridges, bracket to be tightened & fixed properly.
			3. Securing/concreting of the pipe ends wherever provided.
			4. Concreting/Protection of exposed cable.
QCAB3	--	Yearly	Meggering of cables. (100 V DC Megger)

Note:

- General checks/precautions/reviews provided vide item no QCAB1 (1, 2, 4) & QCAB2 (2, 3, 4) shall also be applicable for OFC cables.
- Each conductor shall be megged with respect to Earth and all other conductors.

7. RELAYS & Relay rooms of SER, ALH, EI HUT & RH

Schedule code	Periodicity		Schedule
	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy.PM	
R1	Monthly	Half Yearly	1. Checking & cleaning of dust on relays.
			2. Working of Fan/ACs, and AC change-over function, Electrical lighting & fittings to be checked.
			3. Condition of windows & Main door to be checked.
			4. Check the validity/expiry of Fire-extinguisher.
			5. Check the working of AT supply Auto Change Over Switch (ACO)
R2	Quarterly	Half Yearly	1. Plugging of holes to rodent entries in relay room.
			2. Checking of Relay room double lock effectiveness.
			3. In cable rack far ends functional relay voltages to be measured and recorded.
			4. Check for any rain water leakages.
			5. Relay room Proximity switch for Relay room door along with its logging to be checked.
			6. Visual inspection of relays and Check the condition of Relay holding clip.
			7. Check that detailed design is available & Relay replacement register is maintained.
R3	---	Yearly	Checking –
			1. Accuracy of time delay circuit.
			2. Sealing of relays are intact, effective and not tampered.
			3. Checking of No label relays. Painting of nomenclature wherever required.
			4. Cable Armour earth intactness and proper tinkering to be checked.
			5. Proper bunching and lacing of relay wiring.
			6. The relay to be checked for defects in respect of charring of contacts, dust accumulation on contacts, corrosion / rusting of components, crack or breakage in components, presence of fungus and ants inside the relay casing, charring of cover near contacts in the case of plug-in-type relays, corrosion of label, absence or tempering of seal, any other abnormal

Schedule code	Periodicity		Schedule
	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy.PM	
			condition.

NOTE:

1. System Integrity Test (SIT) to be done once in five years.

8. FUSES

Schedule Code	Periodicity		Schedule
	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy.PM	
F1	Monthly	Half yearly	<ol style="list-style-type: none"> 1. Visually check the fuses and indication LED on fuse block provided to ensure intactness. 2. Visual inspection of fuse blown off indications & their replacement with proper fuses, if blown off.
F2	----	Yearly	<ol style="list-style-type: none"> 1. Checking that all fuses provided are of ND type/'D' type/'G' type or approved type and of correct rating as per requirement. 2. Ensure proper tightness of all terminals and fuses. 3. Check that fuse capacity as per specification for the maximum load current.

NOTE:

1. While commissioning or any alteration, it has to be ensured that Fuses are provided in one limb of the circuits
2. Checking that fuse capacity is not > 2.5 times the load. Measure circuit current when fuse is blown off & investigating the cause if current is found more than initial value.

9. Key Locked Checking Relay/Electric key transmitter (KLCR/EKT)

Schedule code	Periodicity		Schedule
	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy.PM	

K1	Monthly	Half Yearly	1. Clean and ensure dust free.
			2. Visually check the condition of PVC wires is good and intact.
			3. Checking the effectiveness of locking, sealing, indication and Buzzer.
			4. Check & ensure "KEY IN" and "KEY OUT" indications are functioning properly.
			5. Check & ensure that Contact (NO/NC) of KLR key extracting button are functioning properly.
			6. Voltage across KLCR shall be measured.
			a) Permitted Range for 24V DC Relay 19.2 to 28.8 V DC.
K2	-----	Yearly	b) Permitted Range for 60V DC Relay 48 to 72 V DC.
			1. Tail cables meggering with 500V megger.
			2. Check and ensure that relays are in good condition & no dry soldering.

10. EARTH LEAKAGE DETECTOR (ELD)

Schedule code	Periodicity		Schedule
	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy.PM	
ELD-1	Monthly	Half yearly	Checking->
			1. All cable terminations are tight & properly connected in ELD.
			2. Checking the ELD equipment free from dust.
			3. Check that "Bus Bar" indication is available. If indication is not available than check the fuses of positive and negative bus bars of the channel.
			4. Check & ensure that fault totalizer (counter) of each channel increase after each reset operation.
			5. Ensure bus bar name sticker on ELD channel for identification.
			6. Ensure earth connection soldered on earth side for corrosion free connection.
			7. Ensure that Reference value of resistance has been set within permissible limit. The insulation resistance is to be set as per the table attached (Annexure- A).
			8. Check the LED indication of each channel module of earth leakage detector & ensure that "NORMAL LED" is glowing. If "FAULT LED" is glowing, take the suitable corrective action to remove the earth fault immediately.

			<p>9. Earth connection to ELD through E1 and E2 should be at two different points. Preferably one on Copper Ring and another on earth pit on which MEB wires/Cu tape are welded. If difference in earth resistance at two points increase more than 10 ohm than all channels will show earth fault which indicate poor earth resistance or loose connectivity. Same to be attended.</p> <p>10. Fault LED if glowing Red it means I) ELD module may be defective- ELD meter will show infinite but will not reset. Replace defective module. Or II) AC supply is not available. Attend to it. Or III) If meter showing some leakage resistance, ELD module is working and leakage is there in the circuit and it needs to be attended.</p>
ELD-2	Quarterly	Half yearly	<p>1. Measure working voltage of ELD unit is from 195V to 265V for 230V and 93V to 127V for 110V supply respectively.</p> <p>2. Measure Leakage resistance of all connected AC/DC (60V/24V/110V) channel one by one after selecting through the channel selector and fill in annexure-B & keep in record book.</p> <p>3. Check Datalogger messages are generated after creating false earth faults during inspection by supervisor</p>
ELD-3	Yearly	----	<p>1. All fuses provided are of proper capacity in AC/DC channel. Ensure the wiring board fuse rating as follows, Bus bar(+ve & -ve each) 100mA, Power supply 2 A.</p> <p>2. If any channel is not in use, it can be switched off with the help of individual switch in back side of terminal strip.</p> <p>3. Ensure that Potential free contacts of ELD are connected to Datalogger and working properly and Exceptional report for faulty cable is generated through the data loggers.</p>

NOTE:

- Depending upon OEM, any other specific maintenance item may be included at field level.

ANNEXURE-A**Desirable settings for ELD**

S. No	Type of station	Desirable setting
1	3 line station	1M ohm
2	4/5/6 line station	500K ohm
3	RRI (upto 300 routes)	100K ohm
4	Big yard more than 300 routes	50k ohm

Note: Above values are only indicative. Based on cable health and experience above settings may be adjusted as per site conditions.

ANNEXURE-B**STATION: -****DATE :-**

S.no	Channel no	Supply monitored	Leakage resistance in Kilo ohm	Remarks
1	Channel -1	24 V EXT EAST		
2	Channel -2	24 V EXT WEST		
3	Channel -3	24 V INT / 60 V INT		
4	Channel -4	110 V DC (point)		
5	Channel -5	110 V Ac (Sig) EAST		
6	Channel -6	110 V Ac (Sig) WEST		
7	Channel -7	110 v AC (Track) EAST		
8	Channel -8	110 v AC (Track) WEST		
9	Channel -9	24 V Axle counter		
10	Channel -10	12 V BLOCK INSTRUMENT		

11. EARTHING AND LIGHTNING PROTECTION

Schedule Code	Periodicity		Schedule
	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy.PM	
E1	Monthly	Half yearly	Checking that –
			1. All earth connections with weld/nuts (with BEC or independent earth) of Signal unit, signal screen, Location Box, LC gate channel, block earth, Axle counter, PSS Equipment, Battery, MUX and other equipment earth are tight and intact.
			2. Earth wire lead / MS strip is not corroded and is well protected.
			3. Nuts and bolts used for connecting earth wires/ MS strip from Function/ equipment to electrode /BEC are not corroded.
			4. SPD (B & C type at 230 V entry stage) indications are OK.
			5. Connections to SPD are intact.
E2	Half Yearly		Checking that –

			1. SPD(C type at the output side of DC supply) indications are OK. Before onset of monsoon and after every lightning it has to be verified.
			2. Connections to SPD are intact.
E3	-----		Checking that –
			1. Proper rating and type of SPD used.
			2. Available potential free contacts are wired.
			3. Separate earth exists for each block.
			4. Different earthing conductors are insulated from each other.
			5. Measuring the value of earth resistance of the earthing provided for signaling circuit, improving earth resistance if found more than beyond specified limit of installed equipment, take steps to reduce it further.
			6. Keeping records of the earth resistance measurement and painting its value on earth enclosures /nearest wall.

NOTE:-

1. There should not be any other earth or system earth of electrical, placed less than 20 meters away from the equipment earth.
2. Depending upon other OEM, any other specific maintenance item may be included at field level.

12. LOCATION BOX

Schedule code	Periodicity		Schedule
	In presence of Junior Executive/ Executive/ Sr. Executive	In presence of JPM/APM/Dy.PM	
LB-1	Monthly	----	1. Cleaning and visual check of cable insulations, terminations and equipment installed in location boxes. 2. Checking and tightening of all connectors/terminals etc. 3. Ensure that there is no possibility of water/insects ingress. 4. The smooth functioning of the E-type lock to be ensured by oiling/lubrication of locking arrangement.

13. MAINTENANCE SCHEDULE FOR FIBRE OPTIC SYSTEM

EQUIPMENT	ITEM	In presence of Junior Executive	In presence of Executive/ Sr. Executive	In presence of JPM/APM/ Dy.PM
POWER SUPPLY	Maintenance of Batteries	Monthly	Quarterly	Half yearly
	Measurement of Battery	Fortnightly	Monthly	Quarterly

EQUIPMENT	voltages			
	Measurement Of Charger In/Out voltages and currents	Fortnightly	Monthly	Quarterly
	Checking of fuses and terminations	Fortnightly	Monthly	Quarterly
	Checking of Earthing connections	Fortnightly	Monthly	Quarterly
OPTICAL FIBRE CABLE	OTDR Measurement of spare fibers	-----	Quarterly	Yearly
CABLE ROUTE	Integrity of cable route	Monthly		
	Protective works on bridges & culverts	Monthly	Quarterly	Yearly
	Cable route markers	Monthly	Quarterly	Yearly
	Earthing of sheath of cable	Monthly	Quarterly	Yearly

Note:

1. Items related to cable shall be done by cable maintenance gang.
2. Items related to equipment shall be done by the equipment maintenance gang.

14. MAINTENANCE SCHEDULE FOR 48V POWER SUPPLY SYSTEM

EQUIPMENT	ITEM	In presence of Junior Executive	In presence of Executive/ Sr. Executive	In presence of JPM/APM/ Dy.PM
Battery Chargers	Cleaning of all connections	Fortnightly	--	--
	Tightening of all connections	Monthly	--	--
	Checking of working	Weekly	Monthly	Quarterly
	Measurement of voltages & load current	Weekly	Monthly	Quarterly
Batteries	Cleaning & tightening of all connections	Fortnightly	--	--
	Measurement of voltages and gravity	Fortnightly	Monthly	Quarterly

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.
- The above maintenance activity which required S&T disconnection shall be carried out only in S&T's designated corridor block.

Annexure-E**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 the following tentative deployment schedule. I/We understand that the deployment of staff may be changed as per requirement of DFCCIL.

Mandatory Deployment against Schedule-II of items at Sr no. 46 & 47 of section 6 (shall be available 24x7 nearby base station)					
Sr. No.	Name of Station	Stn. type	Skilled Staff	Semi-Skilled Staff	Total Staff
1	New Khurja	Jn. Stn.	4	4	8
2	New Daudkhan	Jn. Stn.	4	4	8
3	New Hathras	Crossing	3	3	6
4	New Tundla	Jn. Stn.	4	4	8
5	New Makhanpur	Crossing	3	3	6
6	New Bhadan	Jn. Stn.	4	4	8
7.	New Ekdil	Crossing	3	3	6
8.	New Achalda	Crossing	3	3	6
9.	New Kanchausi	Crossing	3	3	6
10.	New Bhaupur	Jn. Stn.	4	4	8
TOTAL staff deployment			35	35	70

NOTE: “Additional deployment of skilled or semi-skilled manpower shall be arranged by the contractor as per the requirement of DFCCIL, without any additional cost”

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:		
Note: 1. The information furnished above shall be supported by authentic documents including the registration number of the firm. 2. The copies of documents submitted should be self-attested.		
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 2023-24, F.Y 2022-23, F.Y. 2021 -22, F.Y.2020-21.

(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 depositing Cost having the UTR no
 dated issued by
(Bank Name)..... For
 Rs..... towards tender Documents.
- c. I/we are depositing the Earnest Money having the UTR no
 dated issued by
(Bank Name)..... For
 Rs..... towards the EMD.
- d. 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/Tundla Dedicated Freight Corridor Corporation of India Ltd. Firozabad - Tundla” by the issuing Bank under Registered Post A. D.).

To.

**Chief General Manager,
Tundla,
Firozabad**

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 noagainst 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 tilloffice/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.....2024

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

Annexure - V

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

AGREEMENT

THIS AGREEMENT made on ____day of _____2024 between DFCCIL, acting through Chief General Manager/Tundla, DFCCIL, **Firozabad - Tundla** (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. Signalling & Telecommunication Maintenance work, Hiring of Manpower, Supply of S&T Spares and other related work in New Bhaupur to New Khurja section including link lines under the jurisdiction of Chief General Manager/ Tundla unit for one Year. Contract No. _____ with accepted value of Rs _____ & completion period of 12 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.
 - g) Any other documents forming part of Contract.
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-VI

CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL

I/WE THE UNDER SIGNED 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)/TENDERER(S) S IN 1, 2,3 AND SO ON ABOVE.

SIGNATURE OF TENDERER(S)/TENDERER(S) S

Annexure-VII**Details of works completed in last three financial years & current financial year and work in progress**

S. No.	Name of Work	Acceptance letter no.	Date of Acceptance letter	Organization for whom work is being done	Final cost of work	Date of commencement of work	Date of actual completion of work	Certificate / Credential available at page no.	Remarks
1	2	3	4	5	6	7	8	9	10

NOTE: -

The tenderer/s must attach performance certificate issued by the organizations for whom the work was carried out. The information furnished above shall be supported by authentic documents with page no. mentioned clearly above. The copies of documents submitted should be self-attested.

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 _____ 2024 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, take a promise for a accept, 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, bid evaluation, 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) in 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* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
 - 3.4* [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 lest any such information is 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, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 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 employer 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 Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
 - (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 entitled to take all or any 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 the 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 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. Independence Monitors

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant 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 subject 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 was may be.

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

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 availment 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 Auth. Sign/person of the person

Name of the Organisation and Seal

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

ANNEXURE-XI

STANDING INDEMNITY BOND FOR “ON ACCOUNT” PAYMENTS

(On paper of requisite stamp value)

We, M/s ----- hereby undertake that we hold at our stores Depot/s at ----- For and on behalf of the Managing Director/ DFCCIL acting in the Premises through the Chief General Manager/DFCCIL/Tundla or his successor (herein after referred to as “The Employer”) all materials for which “On Account” payments have been made to us against the Contract for (-----) on the section DFCCIL also referred to as Group/s.....vide letter of Acceptance of Tender ----- Dated ----- and material handed over to us by the employer for the purpose of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the employer or as he may direct otherwise and shall indemnify the employer against any loss /damage or deterioration whatsoever in respect of the said material while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the Chief General Manager/DFCCIL/Tundla) in charge of Dedicated Freight Corridor Corporation of India Limited (Whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus material disposed off and refund becomes due, the Employer shall be entitled to recover from us the 85% of supply portion of the Contract (as applicable) and also compensation for such loss or damage if any long with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

Dated this day----- month ----- of 20—

For and on behalf of
M/s ----- (Contractor)

Signature of witness
Name of witness in Block letter.
Address

ANNEXURE-XII

Declaration form

(To be given on Company Letter Head)

Date:

To,

Sub: Declaration for non-blacklisting/ termination of contract.

Tender Reference No: DFC-Tundla-S&T-2025

Name of Tender/Work: -

Repairing, Refixing/Replacement, Maintenance of Signaling and Telecommunication Gears/ Equipment & other related works with hiring of manpower, and supply of spares, safety items for New Bhaupur - New Khurja section including IR link lines of Eastern Dedicated Freight Corridor (EDFC) under CGM/Tundla unit for one (01) year.

Dear Sir,

We hereby declare that we:

- (i) Are not stand declared ineligible/blacklisted/ banned/ debarred/non-premature termination of contract by any Central/State Government/agency of Central/State Government of India or any other country in the world/Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes:
and/or
- (ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/banned/debarred/terminated of contract by appropriate agencies of Government of India from participation in Tender Processes of all its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new “Allied Firm”, consequent to the above disqualifications.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

END OF DOCUMENT