

**E- TENDER DOCUMENT
FOR**

**MAINTENANCE OF 2 Nos. DETC TYPE 8-WHEELER HIGH RISE TOWER CAR OF
DFCCIL UNDER CGM JAIPUR UNIT**



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A Government of India Undertaking)
MINISTRY OF RAILWAYS**

CGM/JP/DFCCIL OFFICE

C-16, Khushi Vihar, Patrakar Colony,
Mansarovar, Jaipur-302020 (Rajasthan)

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Total Pages: 128 (One Hundred Twenty Eight) Pages

TOP SHEET**Tender No. : DFCC-JP-EL-REJN-KSGN-T-06****Date: 06.04.2022****Name of work:** MAINTENANCE OF 2 Nos. DETC TYPE 8-WHEELER HIGH RISE TOWER CAR OF DFCCIL UNDER CGM JAIPUR UNIT**Estimated Cost of work:** Rs 51,43,490.10/- (Rupees Fifty One Lakh Forty Three Thousand Four Hundred Ninety and Ten paise only)+ GST.**Earnest Money Deposit/
Bid Security:** Rs. 1,02,900/- (Rupees One Lakh Two Thousand Nine Hundred Only). To be paid online through payment gateway provided at www.ireps.gov.in.**Completion Period:** Total 24 Months from the date of issue of letter of acceptance.**Date of Opening:** 29.04.2022 at 15:30 hrs**For and on behalf of****CGM/JP DFCCIL Office.**

TENDER FORM

Place:

Date:

Tender No.

Name of Work

**Chief General Manager,
Dedicated Freight Corridor Corporation of India Limited,
C-16, Khushi Vihar, Patrakar Colony,
Mansarovar, Jaipur-302020 (Rajasthan)**

I / We have read the various conditions of tender attached hereto and agree to abide by the said conditions. I / We also agree to keep this tender open for your acceptance for a period of **90 days** from the date fixed for opening the same. I / We offer to do the work for **“MAINTENANCE OF 2 Nos. DETC TYPE 8-WHEELER HIGH RISE TOWER CAR OF DFCCIL UNDER CGM JAIPUR”** at the rates quoted in attached schedule and here by bind myself/ourselves to complete the work in all respects within **24 (Twenty Four) months from the date of issue of letter of acceptance of the tender.**

2. I / We also hereby agree to abide by the all the DFCCIL/Indian Railway Standard General Conditions of Contract, with all correction slip up to date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by DFCCIL/Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slip up to date for the present contract.
3. The full value of the earnest money deposited shall stand forfeited without prejudice to any other rights or remedies if:
 - a. I / We do not execute the contract document within Seven days after receipt of notice issued by DFCCIL that such documents are ready.
 - OR
 - b. I / We do not commence the work within 15 days after receipt of LOA issued.
4. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witness :

(1).....

(2).....

Signature of Tenderer(s)

Date.....

Address.....

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

Tender No.: DFCC-JP-EL-REJN-KSGN-T-06

Date: 06.04.2022

M/s _____

NOTICE INVITING E- TENDER

1 Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur-302020 (Rajasthan), invites **open E - Tenders in single packet system** on prescribed forms from firms/companies meeting qualifying requirements and having requisite experience and financial capacity for the following works: -

Tender No.	DFCC-JP-EL-REJN-KSGN-T-06
Name of Work	MAINTENANCE OF 2 Nos. DETC TYPE 8-WHEELER HIGH RISE TOWER CAR OF DFCCIL UNDER CGM JAIPUR UNIT
Estimated Cost of work	Rs. 51,43,490.10 (Rupees Fifty One Lakh Forty Three Thousand Four Hundred Ninety and Ten paise only) + GST.
Period of Contract	Total 24 (Twenty-Four) Months
Earnest Money Deposit/ Bid Security	Rs. 1,02,900/- (Rupees One Lakh Two Thousand Nine Hundred Only). To be paid online through payment gateway provided at www.ireps.gov.in .
Tender Document Cost	Rs.5000/- + GST @18% = Rs.5900/- to be paid online through payment gateway provided at www.ireps.gov.in .
Date of Sale (Online)	From Date 07.04.2022
Issue of Corrigendum, if any	On or after Date 07.04.2022 (on www.ireps.gov.in , www.dfccil.com)
Last Date and Time of submission of tender	On or before Date 29.04.2022 and time 15:00hrs
Date and Time of opening of tender	Date 29.04.2022 and time 15:30hrs
Defect Liability Period	12 months

NOTE:

1. Tenderer should bear the fact in mind while quoting the rates that GST will be paid by Contractor as per prevailing rate as applicable. Documentary evidence of deposition of GST will be produced by contractor.
2. Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats.
3. All Micro and Small Enterprises (MSEs) who are having Udyog Adhar Memorandum shall be given all benefits towards Tender Fee and Earnest Money (EMD) in terms of Railway Board Letter No.2010/RS(G)/363/1, dated 31.03.2016.

2 ELIGIBILITY CRITERIA

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

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

3. The cost of tender documents shall be paid online through payment gateway provided at www.ireps.gov.in.
4. DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on IREPS website. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the tenders.
5. The tender documents shall be submitted in online mode through website www.ireps.gov.in in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of TDC to be uploaded. Detailed credentials as per the requirement of eligibility criteria in “**Technical offer**” as well as “**Financial offer**” to be submitted through IREPS portal. **Bids are required to be submitted only by online mode and uploaded on the e-tendering web site using Digital Signature for signing the documents.**
6. Tenders shall be opened at **the address given below** at 15:30 hours on the same day in the presence of the tenderer(s) or their authorized representatives intending to attend the opening.

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

Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur-302020 (Rajasthan)

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

- i) Earnest Money Deposit (EMD)
 - ii) Technical offer.
 - iii) Financial offer.
7. Tender shall be submitted as per “Instructions to Tenderers” as followed on IREPS portal.
 8. Any tender received without Bid Security Declaration in the form as specified in tender documents shall not be considered and shall be summarily rejected.
 9. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL’s assessment of suitability as per eligibility criteria shall be final and binding.
 10. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of DFCCIL in this regard shall be final and binding.
 11. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 10.0 of Notice Inviting Tender.
 12. The validity of the offer shall be 90 days.
 13. The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased/downloaded from website mentioned above.

We look forward for your active participation.

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

1.0 ELIGIBILITY CRITERIA

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

I. Essential Qualifying Criteria**A. Firms/companies**

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

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

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

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

B. Technical capability:

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

The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or

Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or

One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

Note B 2- Work experience certificate from private individual shall not be considered.

However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of

tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received sand copy of final/last bill paid by company in support of above work experience certificate.

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

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

Notes:

Following will be considered as similar Nature of work:

For 8-wheeler tower wagon (DETC):

"Repair or maintenance or overhauling of engine, traction motor, electrical traction switch gears and lifting & swilling platform assembly".

C. Financial capability

Financial Eligibility Criteria: The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

Note-C: - Client certificate from other than Govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

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

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

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

D. JVs SHALL NOT BE CONSIDERED.

E. Electrical License – For participating in tender for an electrical nature of work, the contractor shall have to possess valid Electrical License of appropriate voltage issued by any State Government under clause 45 of compilation of rule of Indian Electricity rules 1956 or as amended from time to time. Electrifications of 11 KV and above including OHE, “A” class electrical contractor license is essential. The license can be possessed with one of the partners or in his own name if sole proprietor. Firm should submit a self-attested copy of the electrical contractor license along with the offer, otherwise, the offer will be summarily rejected.

II. System of verification of Tenderer’s credentials: -

Railway board letter no. 2017/Trans/01/Policy dated 08.02.2018, accordingly following changes have been approved by Railway board.

For the works tenders, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender. The system shall be applicable once it is made operational in IREPS. This system is already being followed by some of Railway/DFCCIL PSUs.

1. In all works tender documents, followings para may be added in the section describing the qualification and eligibility criteria.

“The tenderers shall submit a notarized affidavit on a non-judicial stamp stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-V. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the tender document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned”.

With the submission of the affidavit as mentioned above, the practice of verification of tenderer(s) documents by the Railway/DFCCIL may be dispensed with.

- a) The Railway/DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall when so required by the Railway/DFCCIL, make available such information, evidence and documents as may be necessary for such verification. Any verification or lack of such verification, by the Railway/DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of the Railway/DFCCIL thereafter.

- b) In case any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railway/DFCCILs for 5 (five) years.
- c) With such a system of self-certification of credentials, tender finalization should also be speed up. It has accordingly been decided that the tender validity period should be reduced to 45 days for single packet and 60 days for two packet system of tendering (in place of the present limits of 90 days and 120 days) for tenderers having affidavit based system of credential verification.
2. The tenderers shall provide satisfactory documentary evidences acceptable to Railway/DFCCIL along with the tender to show that:
- 2.1 They have an established technically competent and adequate staffs organization to ensure that the services required under this tender can do satisfactorily.
- 2.2 They have sufficient equipments; plants and machinery to meet the obligations under the contract and to complete the work contract all within the stipulated time schedule and accepted by him.
- 3 The tenderer should submit the details of similar works done in the past.
- 4 The tenderer should submit the attested copies of the certificates obtained from the agencies wherever the works have completed successfully. These certificates should indicate the details of installation and successful commissioning of the similar type of equipments executed by the tenderer.
- 5 The tenderer will submit, along with offer list of work in hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award of work.
- 6 They have adequate financial resources to meet the obligations under the contract. They have also required to submit the report from recognized bank of financial institutions.

F. TENDERER(S)'S CREDENTIAL

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

1	Affidavit that the firm has not been blacklisted for business by any government department/PSU 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.	Affidavit as per Performa is to be enclosed. Performa of Affidavit is given in Annexure-II of the bid document. Tender document received without valid document/ Affidavit will be summarily rejected.
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GENERAL INFORMATION	
Tender No.	DFCC-JP-EL-REJN-KSGN-T-06
Name of Work	MAINTENANCE OF 2 Nos. DETC TYPE 8-WHEELER HIGH RISE TOWER CAR OF DFCCIL UNDER CGM JAIPUR UNIT
Estimated Cost	Rs. 51,43,490.10 (Rupees Fifty One Lakh Forty Three Thousand Four Hundred Ninety and Ten paise only)+ GST.
Period of Contract	Total 24 (Twenty-Four) Months
Earnest Money Deposit	Rs. 1,02,900/- (Rupees One Lakh Two Thousand Nine Hundred Only) to be paid online through payment gateway provided at www.ireps.gov.in .
Cost of Tender Documents	Rs.5000/- + GST @18% = Rs.5900/- to be paid online through payment gateway provided at www.ireps.gov.in .
Date of issue of Tenders (online)	From Date 07.04.2022
Issue of Corrigendum, if any	On or after Date 07.04.2022 (on www.ireps.gov.in , www.dfccil.com)
Last Date & Time of submission of tender	On or before Date 29.04.2022 and time 15:00hrs
Date & Time of opening of tender	Date 29.04.2022 and time 15:30hrs
Validity of Offer	90 days
Retention Money/ Security Deposit	Earnest Money deposit of the successful tenderer shall be converted into security deposit. Balance security deposit shall be recovered@10% through running account bills till it reaches 5% of the contract value.
Performance Guarantee(PG) in the form of Bank Guarantee or Fixed Deposit Receipt (FDR)	To be submitted within 30 days from the date of issue of Letter of Acceptance by DFCCIL; (an irrevocable Bank Guarantee or Fixed Deposit receipt (FDR) for the amount 3% of the contract value).
Defect Liability Period :-	12 Months after successful completion of this contract.

NOTE:

1. Tenderer should bear the fact in mind while quoting the rates that GST will be paid by Contractor as per prevailing rate as applicable. Documentary evidence of deposition of GST will be produced by contractor.
2. Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats.
3. All Micro and Small Enterprises (MSEs) who are having Udyog Adhar Memorandum shall be given all benefits towards Tender Fee and Earnest Money (EMD) in terms of Railway Board Letter No.2010/RS(G)/363/1, dated 31.03.2016.

APPENDIX

TO

TENDER

APPENDIX TO TENDER

Description	Reference Clause
Name of Work:	
MAINTENANCE OF 2 Nos. DETC TYPE 8-WHEELER TOWER CAR OF DFCCIL UNDER CGM JAIPUR UNIT	1.1.3.1 of Instruction to Tenderer
Employer:	
CHIEF GENERAL MANAGER/JAIPUR, DFCCIL, C-16, Khushi Vihar, Patrakar Colony Mansarovar, Jaipur-302020, Rajasthan	1.1.3.3 of Instruction to Tenderer
Scope of Work: - As indicated at Clause 1.2.3.3 of Special conditions of contract	1.1.3.5 of Instruction to Tenderer
Rs. 51,43,490.10 (Rupees Fifty One Lakh Forty Three Thousand Four Hundred Ninety and Ten paise only)+GST	1.1.3.6 of Instruction to Tenderer
Earnest Money Deposit	1.1.10 of Instruction to Tenderer
Period of Validity of Tender 90 days	1.1.11 of Instruction to Tenderer
Period of completion 24 (Twenty Four) months from the date of issue of LOA	1.2.24.1 of Special Condition of Contract.
Retention money	1.2.34 of Special Condition of Contract
Performance Bank Guarantee	1.2.36 of Special Condition of Contract
Defect Liability Period 12 Months	1.2.38 of Special Condition of Contract
Bank Detail of DFCCIL	Name of Account: CPM - DFCCIL, Jaipur
Name of Bank: Union Bank of India Branch: Bapu Nagar, Jaipur	Account Number: 369201010054636 Type of account:- Current Account. IFSC code :-UBIN0536920

PART – I**CHAPTER –I****INSTRUCTIONS TO TENDERER AND CONDITIONS OF TENDERING****1.1.1 General (for on line tendering system)**

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

1.1.2 Instructions**a. Online E-Bidding Methodology:**

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

b. Broad outline of activities from Bidders perspective:

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

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

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

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

c. **Digital Certificates**

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

d. **Registration**

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

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

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

1.1.3 **General (for tender)**

1.1.3.1 **Name of the Work: MAINTENANCE OF 2 Nos. DETC TYPE 8 WHEELER HIGH RISE TOWER CAR OF DFCCIL UNDER CGM JAIPUR UNIT.**

1.1.3.2 “A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum and Articles of Association, etc. along with original Power of Attorney of authorized signatory”.

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

A) **Employer:** DFCCIL address - CGM/JP, DFCCIL, C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur – 302020.

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

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

1.1.3.5 Scope of Work -

MAINTENANCE OF 2 Nos. DETC TYPE 8-WHEELER HIGH RISE TOWER CAR OF DFCCIL UNDER CGM JAIPUR UNIT.

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

1.1.3.6 Estimated cost of the work: **Rs. 51,43,490.10** (Rupees Fifty One Lakh Forty Three Thousand Four Hundred Ninety and Ten paise only) excluding GST.

1.1.3.7 Tenderer(s) may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of Employer in this respect shall be final and binding.

1.1.3.8 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated.

1.1.4 Cost of Bidding

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

B. The Bidding Documents

1.1.5 Content of bidding documents submitted through online mode only

1.1.5.1 The bidding documents include the following:

1. Notice Inviting Tender
2. Instructions to tenderer(s)
3. Tender Form
4. Special Conditions of Contract
5. General Terms and Conditions of Contract
6. Financial bid and Bill of Quantities

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

1.1.6 Understanding and Amendment of Tender Documents

1.1.6.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies and other circumstances in execution of the work. It shall also carefully read and understand all its obligations and liabilities given in tender documents.

- 1.1.6.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.
- 1.1.6.3 At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.
- 1.1.6.4 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

C. Preparation of the Bids

1.1.7 Language of Bid

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

1.1.8 Signing of All Bid papers and Completing Bill of Quantities

- 1.1.8.1 All the pages of the tender documents and credentials submitted by tenderer shall be digitally signed by the tenderer or his representative holding the Power of Attorney.
- 1.1.8.2 The tenderer must fill and submit the prices as per instructions given in schedule of rates. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. If a tenderer does not quote a price/rate as per instructions, his tender shall be summarily rejected.
- 1.1.8.3 The tenderer must ensure that tender documents shall be submitted on line through class 3 Digital Signature only. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID and password in www.ireps.gov.in through IREPS portal.

1.1.9 Deviations

The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be indicated in his forwarding letter along with the tender. Tenderers are advised not to make any corrections, additions or alterations in the in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.

1.1.10 Earnest Money

The tenderer must furnish the Earnest Money as indicated in "Appendix to Tender" for the work as specified, failing which the tender shall be summarily rejected. **The Earnest Money shall be paid online through payment gateway provided at www.ireps.gov.in.**

1.1.11 Period of validity of the tender:

- 1.1.11.1 The tender shall remain valid for the period 90 days after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
- 1.1.11.2 Notwithstanding the above clause, Employer may solicit the tenderer's consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

Submission of Bids**1.1.12 Deadline for submission of tender**

- 1.1.12.1 The tender documents shall be submitted in online mode through website www.ireps.gov.in in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of EMD and scanned copy of TDC to be uploaded. Detailed credentials as per the requirement of eligibility criteria in “**Technical offer**” as well as in “**Financial offer**” are to be uploaded. **Bids are required to be submitted only by online mode through e-tendering web site (IREPS portal) using Digital Signature class 3 for signing the documents.**
- 1.1.12.2 A tender received without online to Employer is liable to be rejected.
- 1.1.12.3 Tender document fees received after opening of the tender shall be rejected.

1.1.13 Withdrawal of tender

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

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

1.1.14 Submission of tender/bid:-

- 1.1.14.1 The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned -
- Forwarding letter of the tenderer.
 - Documents to be submitted as per required documents
 - Scanned copy of tender document fees.
 - The Bill of Quantities with prices quoted as mentioned.
- 1.1.14.2 Tender document fees shall be paid online through payment gateway provided at www.ireps.gov.in and proof of transition along with transaction ID to be scanned and uploaded along with Tender document.

1.1.15 Bid opening and Evaluation

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

The sequence of opening shall be:

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

1.1.15.2 Tenderer(s) or their authorized representatives who are present shall sign register in evidence of their attendance.

1.1.15.3 Tenderer’s name, presence or absence of Earnest Money Deposit (EMD)/Bid Security Declaration, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

1.1.16 Clarification of the tenders

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

1.1.17 Preliminary examination of bids

1.1.17.1 The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

1.1.17.2 Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.

1.1.17.3 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:

- i) That affects in any substantial way the scope, quality or performance of the contract.
- ii) That limits in any substantial way, inconsistent with the bidding documents, the Employers’ rights or the successful Bidder’s obligations under the contracts; or
- iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

1.1.17.4 If a bid is not substantially responsive, it shall be rejected by the Employer.

1.1.17.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

1.1.18 Evaluation and comparison of tenders

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

1.1.18.2 The Employer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

1.1.19 Canvassing

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

1.1.20 Right to accept any tender or reject all tenders

Employer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

1.1.21 If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer shall deem such tender as invalid.

1.1.22 Award of Contract

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

1.1.22.2 Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer and the contractor till such time the contract agreement is signed.

1.1.23 Help desk for E-Tendering

1.1.23.1 For any difficulty in downloading and submission of tender document visit at website www.ireps.gov.in. Users can send their queries to the Help desk through E-Mail. E-Mail ID of Help Desk is mentioned on the Help desk page (helpdesk.eps@cris.org.in). The reply to the query will be sent to the E-Mail ID of the user.

List of Contact persons for this tender & Bank Account Details of DFCCIL

Help Desk	
Telephone / Mobile Number	

DFCCIL Contact- 1	Sh. Manoj Kumar Chaudhary
Telephone/Mobile No.	9602276276
E-mail ID	mkchaudhary@dfcc.co.in

DFCCIL Contact- 2	Sh. Piyush Joshi
Telephone/Mobile No.	7357465111
E-mail ID	pjoshi@dfcc.co.in

Name	CPM DFCCIL Jaipur
Bank account number	369201010054636
IFSC code	UBIN0536920
Bank Name	Union Bank of India
Bank Branch	Bapu Nagar, Jaipur (Rajasthan)

1.1.23.2 Bidder manual and system requirement is available on web site www.ireps.gov.in for Necessary help.

(SPECIAL CONDITIONS OF CONTRACT)

PART-I
CHAPTER -II

SPECIAL CONDITIONS OF CONTRACT

1.2.1 INTRODUCTION

Dedicated Freight Corporation of India (DFCCIL) is a Public Sector Undertaking under the administrative control of Government of India (Ministry of Railways) for construction, maintenance and operation of the Dedicated Rail Freight Corridors. At present the company is undertaking construction of Eastern and Western corridors and has its Corporate Office at New Delhi and Field Units at various cities associated with CGM unit.

CGM/Jaipur unit have jurisdiction from New Rewari to New Kishangarh with it's CGM/Jaipur unit at Rajasthan and Haryana.

1.2.2 Definitions

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

- i) "Railway/DFCCIL" shall mean the President of the Republic of India or the Administrative Officers of the DFCCIL/Railway/DFCCIL or of the successor. DFCCIL authorized or any other officer of DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.
- ii) "CHIEF GENERAL MANAGER" shall mean the officer in administrative in-charge of the project in charge of APL-1 section (New Rewari –New Kishangarh) and shall mean and include their successors, of the successor DFCCIL.
- iii) "DEPUTY CHIEF PROJECT MANAGER " shall mean the officer in charge of lot wise or department /S&T/Electrical/Finance wise (Engineering department) of the DFCCIL include their successors of and shall mean and the successor DFCCIL.
- iv) PROJECT MANAGER/ DEPUTY PROJECT MANAGER/ASSISTANT PROJECT MANAGER shall mean the officer department wise (Engineering /S&T/ Electrical/ Finance Department) of the DFCCIL and shall mean and include their successors of the success of DFCCIL.
- v) "TENDER or BID" means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, or Consortium for the execution of the works.
- vi) "TENDERER" shall mean the person/ the firm or company whether incorporated or not who tenders for the work with a view to execute the works on contract with DFCCIL and shall include their personal representatives, successors and permitted assigns.
- vii) "WORKS" shall mean the works contemplated in scope and schedules set forth in the tender forms and required to be executed according to terms and condition mentioned.
- viii) "Bill of Quantities (B.O.Q.)"/ "Schedule of Rates" means list of items of work, their

quantities and rates as accepted and forming part of contract agreement.

- ix) "EMPLOYER" means the Dedicated Freight Corridor Corporation of India Limited, A Govt. of India Undertaking (DFCCIL in abbreviation) acting through its Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees.
- xi) "CONTRACT" shall mean and include the Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Tender Form, and Instructions to the Tenders and other Tender Documents.
- xii) "CONTRACTOR" shall mean the person or firm, company, corporation, whether incorporated or not who enters into the contract with DFCCIL and shall include legal representatives of such individual or persons comprising such firm or company or successors of such firm or company as the case may be such individual, or firm or company.
- xiii) "ENGINEER OR ENGINEER IN CHARGE" means the Chief General Manager of DFCCIL/ Jaipur (Employer), or any other officer authorized by the Employer to act on his behalf and for the purpose of operating the contract. "Engineers Representative" shall mean officer authorized by DFCCIL in direct charge of works.
- xv) "ACCEPTING AUTHORITY" shall mean the Chief General Manager/Jaipur of DFCCIL or any other officer authorized for dealing with the works for the purpose of this tender/Contract.
- xvi) Definitions mentioned in these tender documents elsewhere will be followed. In Case there is an ambiguity in any definition, the decision of CHIEF GENERAL MANAGER /Jaipur / DFCCIL regarding the interpretation shall be final and binding.

1.2.3 GENERAL DESCRIPTION OF SITE AREA, CLIMATIC CONDITIONS AND SYSTEM PARTICULARS

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

1.2.3.2 The location of work is located in the state of Rajasthan and Haryana.

1.2.3.3 **SCOPE OF WORK:-**
MAINTENANCE OF 2 Nos. DETC TYPE 8-WHEELER HIGH RISE TOWER CAR OF DFCCIL UNDER CGM JAIPUR UNIT.

1.2.4.1 **The brief scope of work covers "MAINTENANCE OF 2 Nos. DETC TYPE 8-WHEELER HIGH RISE TOWER CAR OF DFCCIL UNDER CGM JAIPUR".**

Tenderers should note that the proposed contract is a works contract for "Maintenance for 2 Nos. DETC type 8 wheeler High Rise Tower car Cummins Engine and Maintenance for 2 Nos. DETC type 8 wheeler High Rise Tower car Transmission, Axle drive, Lifting & Swivelling Platform, Alternator, Generator & Control system including Complete Electrical circuits (Excluding Engines) for 2 years". Before submitting offer, Tenderers are

requested to go through the schedule of rates & quantities & scope of work and General Conditions for Works as made applicable for this contract duly assessing the work involved. The Maintenance for 2 Nos. DETC type 8 wheeler High Rise Tower car are to be as per explanatory notes (scope of work) for the schedule items.

1.2.4.2 Place of work- In the jurisdiction of DFCCIL, New Rewari – New Kishangarh section under CGM Jaipur. The work shall be executed under supervision of authorized representative of CGM/JP, GM/EL/JP or Dy.PM/EL/JP. If required by DFCCIL any other station/Site may be included under Schedule of work and no additional charges shall be given for this.

1.2.4.3 Quantities in schedule annexed to Contract- The quantities set out in the accepted schedule of rates with item of work quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfillment of his obligations under the contract. The actual/final quantity shall be executed as per approved design and drawing which is to be prepared by contractor if required. All the design calculations, if any, shall be done by contractor before execution of work. The contractor shall be responsible for any wastage of material due to mistake in design calculations.

1.2.4.4 New item of work – If during execution of the work, the contractor is called upon to carry out any new item of work not included in schedule of prices, the contractor shall execute such work at such prices as may be mutually agreed with the purchaser before commencement.

If required by DFCCIL, the contractor have to execute some portion of work as per/under the tender schedule at new location (at the same rate/ Price) over Rajasthan and Haryana.

1.2.5 LOCAL CONDITIONS :

1.2.5.1 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. The DFCCILs shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of completion of work on account of any local condition or factor shall be entertained after the offer is accepted.

1.2.5.2 The intending tenderer 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 papers are adequate and all inclusive, for the completion of works to the entire satisfaction of the DFCCILs.

1.2.5.3 In the event of the intending tenderer desiring to have a field survey before furnishing his tender, he may apply to DFCCILs for permission in this regard. The DFCCILs will give such permission in writing but all the expenses in this regard will be borne by the tenderers.

1.2.5.4 The intending tenderer is advised to study the tender papers carefully, any submission of a bid by the tenderers shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof. These

conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his offer. Failure to adhere to anyone of these instructions may render his offer liable to be ignored without any references.

1.2.6 INTEGRATION WITH EXISTING WORKS:

1.2.6.1 The tenderer should keep in mind, visit the location of works, take due note and give proper consideration of integrating the new works (sometimes on replacement account) with the existing system.

1.2.7 ELECTRIC SUPPLY:

The contractor shall make his own arrangements for electricity required by him for the purpose of execution of the contract. However, the DFCCIL shall arrange the required power supply for testing and commissioning of the works completed by the contractor.

1.2.8 SCHEME OF WORK AND PROGRESS REPORT:

1.2.8.1 The Contractor shall within fifteen (15) days of the date of award of the contract submit a BAR/PERT CHART and scheme for the execution. The contractor shall indicate in the form of notes of the assumptions and the basis adopted for the preparation of this BAR/PERT CHART.

1.2.8.2 The contractor shall submit a monthly progress report detailing the actual progress made in all activities as compared to the above BAR/PERT CHART. The monthly progress report shall indicate the reasons for the variations if any between the schedule quantities and actual progress, the action proposed and corrective measures required wherever necessary.

1.2.9 INDIRECT TAXATION

In the event of any new indirect taxation being imposed after the date of opening of tender and of being of such a nature that the contractor has to bear additional cost of material directly on account of such additional taxation the purchaser shall reimburse the contractor for such additional costs on receiving satisfactory proof that such taxation was legally leviable and that the contractor has actually incurred the additional costs.

1.2.10 FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemic, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

1.2.11 AGREEMENT:

The successful tenderer shall within 14 (fourteen) days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and lodge the same with purchaser together with the conditions of contract, specification and schedule of prices referred to therein duly completed.

1.2.12 A) EXPENSES OF CONTRACTOR DRAWINGS ETC.:

Any calculation, designs, drawings, schedules information, progress charts etc. required by the purchaser's Engineers in connection with the contract, shall be furnished by the contractor at his own expenses.

B) CONTRACTOR'S DRAWINGS:

If required, before execution of the work the contractor shall submit to the purchaser for approval, three copies of all required drawings, work schedule programme which are necessary to ensure correct/ satisfactory performance as detailed in tender papers.

1.2.13 SUB CONTRACTORS

The contractor shall not sublet any part of the work under this contract for the purpose of this. However contractor may enter into contract with supplier for supply of the material for the purpose of this work. However such suppliers should be approved sources of RDSO for materials for which RDSO approved sources are available.

1.2.14 DEFAULT AND DELAY

1.2.14.1 The contractor shall execute the work with due diligence and expedition keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer's representative in connection with the work or contrivance the provision of the contract or the progress of work lags persistently behind the time schedule due to his neglect, the purchaser shall be at liberty to give seven (7) days notice in writing to the contractor requiring him to make good the neglect or contravention complained and should the contractor fail to comply with requisition made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part, out of the contractor's hands without any further reference and get the work or any part thereof as the case may be completed by other agencies at expense of the contractor without prejudice to any other right or remedy of the purchaser.

1.2.14.2 LOSS SUSTAINED DUE TO DEFAULT AND DELAY:

In the event of any loss to the purchaser on account of execution and/or completion of the work or any parts thereof by agencies other than the contractor, the contractor shall be liable to reimburse the loss to the purchaser without prejudice to any other right and remedies of the purchaser, and as the case may be met at the option, of the purchaser, from out of all or any of the following sources viz.

- i) Any amount due and payable to the purchaser on any account whatsoever.
- ii) The contractor's security deposit with the purchaser so far as available and
- iii) Any other assets whatsoever belonging to contractor.

1.2.15 CONTRACTOR'S RESPONSIBILITY FOR DISCREPANCY:

- a) All designs and drawings submitted by the contractor shall be based on thorough study and shall be such that the contractor is satisfied about their suitability. The purchaser's approval will be based on these considerations. Notwithstanding approval communicated by the purchaser, during the progress of the contract for designs and drawings, proto type samples of material after inspection of materials after erection and adjustments to installations the ultimate responsibility for correct designs and execution of work shall rest with the contractor.
- b) The contractor shall be responsible for and bear and pay the costs for any alteration of works arising from any discrepancies errors or omissions in the design and drawings

supplied by him, whether such designs and drawings have been approved by the purchaser or not.

1.2.16 Provision of Efficient and Competent Staff at Work Sites by the Contractor:

1.2.16.1 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.

1.2.16.2 The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

1.2.16.3 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway/DFCCIL to rescind the contract under Clause 62 of these conditions.

1.2.17 Deployment of Qualified Engineers at Work Sites by the Contractor:

1.2.17.1 The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s).

1.2.17.2 In case the Contractor fails to employ the Engineer, as aforesaid in Para 1.2.17.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.

1.2.18 WORKS BY OTHER AGENCIES:

Any other works undertaken at the same time by the purchaser or the DFCCIL direct or through some other agency at the same site where the contractor is carrying out his work will not entitle the contractor to prefer any claim, regarding any delays or hindrance he may have to face on this account. The contractor shall comply with any instructions which may be given to him by the purchaser in order to permit simultaneous execution of his own works and of those undertaken by other contractors or the DFCCIL without being entitled on this account to any extra charge.

1.2.19 ACCESS TO WORK SITE:

- a) The purchaser shall afford access to the site for the purpose of this contract to the contractor at all reasonable times. In the execution of the work, no person other than the contractor or his only appointed representatives or approved sub contractor and bona-fide workman shall have access to site. Access to the site of work at all times shall be allowed by contractor to officials or approved representative of the purchaser or to DFCCIL staff for purpose of maintenance.
- b) The purchaser or his authorized representative shall have the right to refuse admission to the work site to any Person employed by the contractor to whom the purchaser or his engineer may consider undesirable.
- c) The engineer or his representative shall be at liberty to object to the presence of any representative or other person employed by the contractor in or about the works on

the ground of misconduct, incompetence or negligence, the contractor on receipt of notices of such objection in writing, shall forthwith remove the person so objected to and provide in his place another competent person and shall not allow such person to enter the site of work subsequently. The purchaser will not be able to pay any cost or damage on this account.

1.2.20 **PENALTY FOR DELAY IN COMPLETION:**

- a) If the contractor fails to execute and complete the work within time specified in the agreement or within the period of extension granted except in so far that the delay is on the purchaser's account; the contractor shall accept reduction in the total amount payable to him by the purchaser at the rate of ½% (half percent) per week of the contract value for the actual delay occurred and until the work shall have been completed under the contract and such reduction shall be accepted by the purchaser in full satisfaction of the contractor's liability arising from delay only. The Engineer shall at his sole discretion, specify a time limit within which the unfinished portion of the work shall be completed. In the event of failure of the contractor, the purchaser shall be at liberty to take action in accordance with provision in General Conditions of Contract July 2014(Part-II) of Indian Railway, along with latest correction slips and amendments.
- b) Extension of time- If aforesaid shall have arisen from any cause which the purchaser may admit as being a responsible ground for extension of time the purchaser shall allow such additional time as he may in his absolute discretion consider to be reasonably justified by the circumstances of the case.
- c) The contractor in the presence of the purchaser or his representative shall carry out tests as required under the specification as soon as possible after commissioning. The contractor at his own expense shall carry out any other additional test that the purchaser may prescribe for testing the satisfactory operation of the plants. Necessary electrical power required in C/W the test will be supplied free of any charges by the purchaser. The contractor shall submit six copies of the results to the purchaser for acceptance. The contractor shall also submit 6 copies of the manufacturer's test certificates for equipments such as motor, cable etc.
- d) Should the result of the test not be satisfactory, an extension of one month will be granted to the contractor to make good the defects and or any deficiencies pointed out by the purchaser a fresh test will then be carried out after the contractor has attended to the defects and deficiencies. If these do not yield satisfactory results, the purchaser may proceed at the contractor's expense, by all means as deemed expedient to have installation made satisfactory until they comply with the specification, approved drawings and designs.
- e) In such a case or in a case of delay in completion of the work under this contract within the time limit, the purchaser reserves the right to get the work completed by contractor as per provisions of contract. The purchaser will give to the contractor for this purpose 7 days previous notice. The contractor shall then take at his own expense all necessary steps to complete the works in accordance with the provision of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests, for reason other than for which the contractor is responsible, the

“Provisional Acceptance Certificate” shall be issued at or within a mutually agreed reasonable period not exceeding 6 months after completion of the work.

- f) Imposition of token penalty for delay in the completion of work- Competent authority while granting extension to the currency of contract under clause 17 (B) of GCC may also consider levy of token penalty as deemed fit based on the merit of the case.

1.2.21 **FINAL ACCEPTANCE:**

- a) The final acceptance of the entire plant shall take effect from the date of expiration of the period of guarantee provided the installations provisionally accepted are still in perfect working order.
- b) If on the other hand the installations are not in the perfect working order at the end of the guarantee period the purchaser may either extend the period of guarantee until necessary works are carried out by the contractor, or carry out these works or have them carried out on behalf of the contractor and at his expense. A certificate of final acceptance shall then be issued by the purchaser, which will terminate the contract.

1.2.22 **MATERIAL** - All materials, components and fittings etc. to be supplied by the contractor shall be procured from reputed suppliers/ vendors/manufactures. Inspection of material to be done by RITES or authorized representative of GM/EL/JP in OEM premises before dispatch. For low value item “**on site inspection**” will be done by authorized representative of GM/EL/JP. Firm will provide necessary document for the inspection.

1.2.23 **Safety Gear**- During execution of the work, contractors shall ensure that all safety precautions are taken by their men to protect themselves and site to prevent any untoward incident. DFCCIL reserve the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard; decision of the Engineer-in-charge will be final and binding upon the contractor. The cost of all the safety gear is deemed to have been included in the rates quoted and nothing extra is payable under this contract.

1.2.24 **TIME SCHEDULE:** -

1.2.24.1 The entire work is required to be completed in all respects within 24 (Twenty Four) month from the date of issue of acceptance letter/telegram. Time is the essence of contract. The contractor will be required to maintain steady and regular progress to the satisfaction of the engineer to ensure that the work will be completed in all respects within the stipulated time failing which action may be taken by the DFCCIL Administration in terms of General Conditions of Contract July 2014 (Part-II) of Indian Railway, along with latest correction slips and amendments.

1.2.24.2 The Contractor shall be expected to initiate work immediately after receipt of “**Letter of Acceptance**”.

1.2.25 **RATES:** -

1.2.25.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.

1.2.25.2 All statutory taxes and liabilities levied/may be levied in future by the Central and 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.

1.2.25.3 GST is excluding for this tender.

- 1.2.25.4 The Work Provider will, for the purpose, aforesaid continuously monitor the Works being rendered by it to ensure that these are up to the standards required by DFCCIL.
- 1.2.25.5 The Work Provider 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 Work Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.

1.2.26 **QUANTITY VARIATION:**

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

(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work. The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

(ii) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(iii) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rates irrespective of any variation.

(iii) Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.

(iv) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

(a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;

(i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

(b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

(c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating

with existing contractor, with prior personal concurrence of Finance/DFCCIL and approval of Chief General Manager.

(v). In cases where decrease is involved during execution of contract:

(a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.

(b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

(c) It should be certified that the work proposed to be reduced will not be required in the same work.

(vi). The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.

(vii). No such quantity variation limit shall apply for foundation items.

(viii). As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

(ix). For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.

(x). For tenders accepted by Chief General Manager, variations upto 125% of the original agreement value may be accepted by Chief General Manager.

(xi). For tenders accepted by Board Members and Railway Ministers, variations upto 110% of the original agreement value may be accepted by Chief General Manager.

(xii). The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

1.2.27 **TERMINATION OF CONTRACT: -**

In case the work of the contractor is not found satisfactory, or there is a breach of any of the terms and conditions of the contract and/or fails/neglects to carry out any instruction issued to it by DFCCIL from time to time the same can be terminated by DFCCIL on giving of the notice as stipulated in GCC.

1.2.28 **IMPLEMENTATION OF INTEGRITY PACT IN DFCCIL: -**

As per office memorandum no F.No DPE/13(12)/11-Fin Dated 09.09.2011 issued by Ministry of Heavy Industries (DPE) all PSU should enter into Integrity pact in the required Performa in their procurement transaction/ Contracts with suitable changes specific to the situation in which the pact is to be used. The pact, entering into which would be a preliminary qualification for any bidder, essentially envisages an agreement between the prospective vendors / bidders and the DFCCIL, committing the persons/ officials on both sides not to resort to any corrupt practices in any aspect / stage of the contract.

The pact has to be implemented through a panel of independent external monitor who will review independently and objectively the compliance of the obligations by both the parties. As these IEM's are to be appointed by the CVC in consultation with the CVO and are being processed separately.

A copy of pre contract integrity pact is enclosed at Annexure IX for signature of bidder as acceptance, as and when Independent External monitor is appointed.

1.2.29 ORDER OF PRIORITY OF CONTRACT DOCUMENTS:-

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

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

1.2.30 JURISDICTION OF COURTS:-

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

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

1.2.32 RISK PURCHASE: - During execution of this Tender, if any delay is observed due to reasons attributable to tenderer other than force majeure conditions which may cause delay in completion of the work, DFCCIL shall be at liberty to cancel the contract, totally or partially, at any point of time without assigning any reason, whatsoever, and take alternative measures at your risk and cost.

1.2.33 Penalties for Safety Lapses:- Any violation in adhering to the terms and conditions stipulated in I.R GCC July-2014 would also attract to penalties payable by you as per IR GCC July-2014 Provisions.

1.2.34 RETENTION MONEY:

Retention money for all contracts shall be recovered from on account/ final bills of the Contractor at 10% of gross value of each bill after adjusting EMD amount till the amount so recovered including EMD amount adds up to 5% of the contract value of the work etc. variation and extra work. No interest shall be payable to the Contractor on the amount towards retention money.

1.2.35 RELEASE OF RETENTION MONEY:

1.2.35.1 The Retention Money shall be returned to the contractor after the expiry of the Defect Liability Period after passing the final bill based on the No Claim Certificate with the approval of Competent Authority. The competent authority shall normally be the authority who is competent to sign the Contract Before releasing the Retention Money/ Security

Deposit, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.

1.2.35.2 If requested by the Contractor, 50% of the Retention money may be released on deduction of retention money reaching 5% of the contract value against submission of Bank Guarantee for an equivalent amount by the Contractor in the prescribed Performs from any scheduled Bank. This Bank Guarantee shall be kept valid till the period of three months beyond the expiry of Defect Liability Period. Fixed Deposit Receipt (FDR) from a scheduled bank endorsed in favour of the Employer can be submitted by the Contractor in lieu of the Bank Guarantee for release of 50% Retention Money. In case of the requirement, the Bank Guarantee/FDR shall be extended by the contractor, for the period as directed by the Engineer/Employer.

1.2.36 **PERFORMANCE BANK GAURENTEE**

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (Thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (Thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (Thirty) days, i.e. from 31st day after the date of issue of LOA. In case, the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting Earnest Money Deposit and other dues, if any payable against that contract. The failed Contractor shall be debarred from participating in re-tender for that work.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 3% of the contract value:
 - (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - (vi) Deposit in the Post Office Saving Bank;
 - (vii) Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds and
 - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of CGM/JP/DFCCIL (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the

contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 3% (three percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 3% (three percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with Railway/DFCCILs, shall be returned to Contractor as per his request duly safeguarding the interest of Railway/DFCCILs

- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (ii) Failure by the Contractor to pay DFCCIL any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- (iii) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

1.2.37 **INSURANCE:**

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

1.2.38 **DEFECT LIABILITY PERIOD:**

The period of defect liability for the works shall be 12 (Twelve) Months starting from the date of completion of the work or as certified by the DFCCIL.

PRICES AND PAYMENT

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

This Chapter deals with prices to be paid for various items of work or for supplies and other amounts payable in accordance with accepted schedules of prices and rates and terms and conditions of payment mentioned herein. This is a works contract. The total prices for the completed items of work are the actual prices payable to the Contractor as per the terms and condition of the Contract.

1.3.2 SCHEDULE OF PRICES**(A) PRICES**

(i) The rates given in Schedule of Prices are approximate and based on previous accepted rates or as per minimum wages act. The tenderers are required to quote a single percentage below/at par/above against the Schedule rate.

(ii) The prices shall include insurance premia under the emergency risks, all taxes, duties and levies etc.

(iii) The tenderer has to quote only a uniform single percentage above / at par / below on Scheduled Rates.

(B) QUANTITIES: The approximate estimated quantities of various works are included.

(C) EXPLANATORY NOTES

Explanatory notes for various items of work included in Schedule, are given in Part-I, Chapter-IV.

1.3.3 NON-SCHEDULE & ADDITIONAL SUPPLIES:**1.3.3.1 NON-SCHEDULE ITEMS:**

i) If during the execution of the work, the contractor is called upon to carry out any new item of work not included in Schedules, the contractor shall execute such works at such price as may be mutually agreed with the Purchaser before commencement after obtaining the competent authority's approval and sanction. The rates will be based on the Rly's LOA/rate analysis as per the current market / prevalent rates of such or similar items available with the DFCCIL in that or nearby areas.

ii) Provided that if the Contractor commence work or incurs any expenditure in regard thereto before the rates are determined and agreed upon as lastly hereon-to-fore mentioned, then and in such a case the Contractor shall only entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be by the Purchaser. However, if the contractor is not satisfied with the decision of the Purchaser in this respect, he may appeal to Chief General Manager within 30 days of getting the decision of the Purchaser, supported by analysis of the rates claimed. The Chief General Manager's decision after hearing both the parties in the matter would be final and binding on the contractor and the Railway.

1.3.3.2 PRICE OF ADDITIONAL SUPPLIES:

The additional supplies of individual scheduled items, if necessary, will be taken over from the contractor at the rate of the bid received.

1.3.4 PAYMENTS AND RECOVERIES:

a) No advance payment shall be made to the contractor. However, on account payment will be made against receipt of materials at site and also progressive payments will be made for each item of work during the erection stage.

b) Subject to any deductions or recoveries which the purchaser be entitled to make under the Contract, the contractor shall unless otherwise agreed to been titled to get the following payments subject to conditions stipulated in subsequent paragraphs.

- i) Progress payments for supply and erection
- iii) Payments for additional supplies
- iv) Payment for provisional acceptance
- v) Payment for surplus materials taken over
- vi) Payment for T&P and Maintenance Spares.
- vi) Final settlement.

1.3.5 INVOICING PROCEDURE:

(a) The contractor shall submit his invoicing procedure for approval by the purchaser's representative within two months from the date of receipt of letter of acceptance of tender. Separate invoices shall be submitted for different type of payments mentioned above. All invoices shall be submitted with original supporting documents or certified true copies of supporting documents wherever these are acceptable to the purchaser's engineer. Where copies of original documents are required in support of several invoices, true certified copies of the original documents may be forwarded to the purchaser's engineer with his consent.

(b) Invoices shall be submitted only on the basis of agreed principles and prices, quantities and measurement of works completed shall be approved by the purchaser's engineer prior to the submission of invoices. For this purpose, the Schedule of quantities and measurements submitted by the contractor for approval of the purchaser's engineer may be only up to the extent of work.

(c) All invoices /Bills shall be accompanied by the following

1. Supplier Challans
2. Commissioning certificate granted by the concern Engineer Incharge's authorized representative
3. Certificate of receipt of material duly accepted by the concern Engineer Incharge's authorized representative

1.3.6 TERMS OF PAYMENT

A. Payment

1. Payments for the work shall be made in accordance with scheduled rates & quantities and measured in relevant units, except where provided for otherwise.
2. Progress payments made to the contractor shall be without prejudice to the final making up of the accounts and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts or not of any particular quantity of work having been executed.
3. Payment to the contractor shall be made as under:
 - a) On account payment will be made to the contractor on monthly basis as per actual nos. of inspections/checks carried out in particular month after issue of certificate for the same from consignee depot/shed that the work has been completed satisfactory. The contractor will submit the joint inspection certificate counter signed by the officer with bill for payment.
 - b) 90% payment of the contract price on successful completion of Scheduled maintenance/Monthly visits/Breakdown attended for work of maintenance of DETC type 8 W High Rise T/car and due certification of installation and testing of all material by DFCCIL's representative.
 - c) Balance 10% payments shall be released after successful completion of work and certification by DFCCIL's representative.

1.3.7 Payment for additional supplies:

The contractor shall receive payment for additional supplies and maintenance work in accordance with conditions stipulated in Para 1.3.3.1.

1.3.8 Final settlement: On Successful completion of guarantee period and issue of certificate of final acceptance of entire installations, the security deposit will be refunded /returned to the contractor after adjustment of any dues payable by the contractor to the purchaser.

1.3.9 TAXES:

(a) The Contractor and all personnel employed by him shall pay such taxes like income tax as are payable under statutory laws of India and the Purchaser will not accept any liability for the same.

(b) Deduction of income tax at source as per provision of finance act and income tax act in force may be made from the Contractor/sub-Contractor and the amount so deducted may be credited to the Central Government.

(c) Tenderers will examine the various provisions of the Central Goods and Services Tax Act 2017 (CGST) goods and Services Tax Act, 2017 (IGST)/ Union territory Goods and services Tax Act, 2017 (UTGST)/ respective state's State Goods and Services Tax Act (SGST)also as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(d) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of

contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

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

1.3.10 RELEASE OF PERFORMANCE GUARANTEE:

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

1.3.11 RELEASE OF SECURITY DEPOSIT:

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

(a) Final Payment of the Contract as per relevant GCC clause and

(b) Signature of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Contractor and

(c) Issue of Maintenance Certificate on expiry of the maintenance period as per relevant GCC clause.

Forfeiture of Security Deposit:

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

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

1.3.12 RATES FOR ITEMS OF WORKS:

(i) The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or

materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway/DFCCIL, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties of or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under relevant GCC clause and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

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

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

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

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

1.3.14.1 Certificate of Completion of Works: As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the

Contractor and that there is no due from the Contractor to Railways/DFCCIL against the contract concerned.

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

1.3.14.2 Contractor not Absolved by Completion Certificate: The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

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

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

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

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways/DFCCIL against the contract concerned.

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

1.3.15.3 Unfulfilled Obligations: Notwithstanding the issue of the Maintenance Certificate the Contractor and the Railway/DFCCIL shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which

remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

1.3.16.1 Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the accepted schedule of rates and for extra works on rates determined shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway/DFCCIL in respect of the works or having delivered No Claim Certificate. and the Engineer having after the receipt of such account given a certificate in writing that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway/DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

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

1.3.17 PRODUCTION OF VOUCHERS ETC BY THE CONTRACTOR:

(i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.

(ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company, the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.

(iii) The obligations imposed by Sub Clause (i) & (ii) above are without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

1.3.18 LABOUR:

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

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

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

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

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

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

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

(1) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

- (2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.
- (3) The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- (5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Electrical Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

1.3.18.5 Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:

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

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

- (a) Contractor shall apply for one time registration of his company/firm etc. in the **Shramikkalyan portal** with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.

- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (f) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ___Month, ___Year."

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

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

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

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

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

1.3.19 DETERMINATION OF CONTRACT:

1.3.19.1 Right of Railway/DFCCIL to Determine the Contract: The Railway/DFCCIL shall be entitled to determine and terminate the contract at any time, should in the Railway's opinion, the

cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof.

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

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

1.3.19.4 Determination of Contract owing to Default of Contractor:

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed program of work by a margin of 10% of the stipulated period, or
- (ix) Fail to execute the contract documents.
- (x) Fails to submit the documents pertaining to identity of JV and PAN. Form available in the Regulations for Tenders and Contracts.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected.
- (xii) Fail to take steps to employ competent or additional staff and labour as required.
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required.
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway/DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired Engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways/DFCCIL for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained

permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

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

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

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

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

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

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

(f) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

Then and in any of the **said Clause**, the Engineer on behalf of the Railway/DFCCIL may serve the Contractor with a notice in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice should be issued.

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

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

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

(b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then

every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm. Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

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

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

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

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

(iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

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

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

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

PART – I**CHAPTER- IV****SCOPE OF WORK & EXPLANATORY NOTES****1.4.1 Scope of Work:**

The scope of work covers “Maintenance for 2 Nos. DETC type 8-wheeler High Rise Tower car Cummins Engine and Maintenance for 2 Nos. DETC type 8-wheeler High Rise Tower car Transmission, Axle drive, Lifting & Swivelling Platform, Alternator, Generator & Control system including Complete Electrical circuits (Excluding Engines) for 2 years”.

The requisite/required materials for work will be arranged by the contractor. The details of which are given in explanatory notes to the schedules and special conditions. The work to be taken up in the Jaipur Unit as per the explanatory notes for price schedules.

Note: DFCCIL is empowered to change the place /depot if any required.

1.4.2.1 Schedule 1

The scope of works includes the Maintenance of 2 Nos. DETC type 8 wheeler High Rise Tower car Cummins Engine at Jaipur unit of DFCCIL which include the following-

- a. Maintenance for Cummins Engine Model no. NTA/855R/ T/Car No. WDFC 10001 & WDFC 211201 as per schedule & explanatory note, consisting of “D” check and “B” & “C” check and breakdown maintenance including supply, erection testing & commission of various equipment on Tower Car.
 - 1) “D” check and “B” & “C” checks.
 - 2) Supply of all consumables items, maintenance items, Lube Oil & coolant additives
 - 3) Attending all the breakdowns call.
 - 4) Repairing of sub-assemblies
- b. Other associated works as per schedule & explanatory note.

1.4.2.2 Schedule 2

The scope of works includes the Maintenance for 2 Nos. DETC type 8-wheeler High Rise Tower car Transmission, Axle drive, Lifting & Swivelling Platform, Alternator, Generator & Control system including Complete Electrical circuits (Excluding Engines) at Jaipur unit of DFCCIL which include the following.

- a. Service charges for DETC Type Tower wagon all inclusive and comprehensive as per schedule & explanatory note.
- b. List of spares as per document to be stocked for maintenance of ICF make Tower Wagon 8 wheeler recommended 01 sets for 2 tower wagon DETC as per schedule & explanatory note.
- c. Emergency Incidental breakdown repair to sub assemblies & component if required (optional) to be carried out to tower wagon components during breakdown as per schedule & explanatory note.
- d. Comprehensive maintenance charge for DG set of lifting platform inclusive all minor repair, filter with maintenance of hydraulic lifting platform power pack tank, pump including all spares and oil required for maintenance.
- e. Other associated works as per schedule & explanatory note.

1.4.3 Explanatory Notes:

Notwithstanding anything to the contrary in this section, the contractor will supply the entire requirement of the equipments components and fittings for the work.

Schedule 1

Item no 1:- The item covers the “D” check at every 6000 HOURS of operation of an Engine or two years whichever is earlier –

- 1) The annual maintenance contract of each Engine covers one visit for “D” check and break down visit as and when required during the contract period.
- 2) The “D” check should be carried out as per OEM manufacturer standard guideline. All the material, consumables as well as spare parts required for the “D” check is to be supplied by the contractor.
- 3) The spares and materials required for rectification work during breakdown visit, if supplied/replaced by the contractor during “D” check visit are to be supplied by the contractor without any additional cost.
- 4) The tender has to plan in advance under intimation to Railway for carrying out the maintenance work on particular Tower Wagon may be kept ready for such maintenance work.
- 5) D check maintenance at every 6000 hours of operation or once in 2 years whichever is earlier will have to be carried out. It is also a Mandatory Maintenance check/Schedule which will have to be ensured to better fuel economy, enhanced reliability and trouble free operation of Engines.
- 6) Scope covers Cummins Diesel Engines of Tower Car as mentioned in schedule of rates.
- 7) Under this, the tender should carry out schedule/preventive maintenance, repairs work along with supply of parts and Engine Lube oil & coolant additives.
- 8) Activities to be done in D check:
 - a) Repeat all maintenance steps of check “B” and “C”.
 - b) Check & tighten exhaust & inlet manifold nuts & cap screws.
 - c) Check & tighten all mounting nuts, bolts & vibration dampers.
 - d) Clean Turbo charger diffuser & impeller and check end float.
 - e) Check Turbocharger bearing clearances.
 - f) Check crank shaft end float.
 - g) Clean injector inlet screen & magnet.
 - h) Check safety control systems.
 - i) Replace coolant.
- 9) Following items must be replaced and sub-assemblies including supply under AMC scope for “D” checks “B” checks kit consist of Lube Oil filter, Lube Oil filter O ring, Fuel filter, Fuel Filter “O” ring, By pass filter, By pass Filter O ring, Diesel Filter, Inhibitor corrosion and strip test and renewal of all Engine & lube oil as required as per OEM manual.
 - a) Renewal/replacement of Engine Lube Oil
 - b) Air cleaner Element (Inner/Outer)
 - c) Crankcase Breather Gasket
 - d) Screen Filter
 - e) Repair of Water pump
 - f) Repair of Air compressor
 - g) Repair of charger

- h) Repair of Injectors
- i) Repair of Fuel Pumps
- j) Repair of Cylinder Heads
- k) Replacement of Thermostat with seal and gasket
- l) Vibration Damper inspection/checking
- m) Repair of Accessory drive
- n) Replacement of all Belt

Item no 2:- Maintenance of Cummins make Diesel Engines (NT855R) consisting of “B” & “C” check and breakdown maintenance including supply, erection testing & commission of various equipment on Tower Car.

- 1) “B” & “C” checks.
- 2) Supply of all consumables items maintenance item Lube Oil & coolant additives
- 3) Attending all the breakdowns call.
- 4) Repairing of sub-assemblies

Scope of “B” checks During Maintenance of Tower Car.

B checks at every 300 hours of operation of an Engine or Six month whichever is earlier.

- Check Engine log Book
- Record the reading of hour meter & speedometer
- Drain water & sediments from fuel filter through drain cock
- Change Engine Oil
- Check oil pressure
- Check for fuel, oil, Water & exhaust leaks, if any.
- Change lubrication oil full flow filter element by new one.
- Check Engine radiator coolant level. It required fill radiator/ surge tank with coolant.
- Remove, clean & inspect dry type air cleaner element, Remove & clean dustpan, inspect element for holes & tears Check gasket & “O” rings for damages.
- Check airline connector for leakage.
- Clean/change compressor breather element and fill with clean oil up to the mark, if required.
- Drain air receiver tank & main fuel tank breather.
- Check coolant inhibitor & add requisite quantity of coolant concentration, if required
- Change fuel filter element, washer & “O” ring Clean shell of Fuel filter.
- Check all air cleaner connection for cracks- chafing etc. Tighten all air intake connections.
- Check throttles linkage.
- Following item must be replaced during every “B” Check/ B Check kit consist of Lube Oil filter, Lube Oil filter, lube Oil Filter O ring, Fuel filter, Fuel filter “O ring, By pass filter, By pass filter O ring, Diesel filter, Inhibitor corrosion and strip test and renewal of all Engine & lube oil as required as per OEM manual.

Scope of “C” Checks during Maintenance of Tower Car

“C” check at every 1500 hours of operation of an Engine or Six months whichever is earlier

- Repeat all maintenance activities of “B” checks
- Check Thermostat operation
- Clean the fuel tank from inside.
- Tighten turbocharger mounting nuts to the specified torque
- Check & tighten all electrical connections.

- Check turbocharger for oil leakage
- Tighten all mounting nuts & bolts of the engine
- Check engine blow if required.
- Clean radiator from outside blowing air through the radiator core in opposite direction to the normal flow of air compressed air will be provided by the Railways)
- Check shaft of air compressor & its clearance.
- Clean Intel connection screens. Adjust injectors & vales.
- Change gasket of rocker cover.
- Following item must be replaced during every “C” Check.
C Check kit consist of Lube Oil Filter, Lube Oil Filter O ring, Fuel filter, Fuel Filter “O ring, By pass filter, By pass filter O ring, Diesel filter, Inhibitor corrosion and Air Cleaner Inner & Outer, Gasket Lever Covers, Strip test, Crank case Breather Gasket Screen filter and renewal of all Engine & lube Oil as required as per OEM manual.

Item no 3:- Maintenance of Cummins make Diesel Engines (NT855R) consisting of “B” & ”C” check and breakdown maintenance including supply, erection testing & commission of various equipment on Tower Car.

- 5) “B” & “C” checks.
- 6) Supply of all consumables items maintenance item Lube Oil & coolant additives
- 7) Attending all the breakdowns call.
- 8) Repairing of sub-assemblies

Scope of “B” checks During Maintenance of Tower Car.

B checks at every 300 hours of operation of an Engine or Six month whichever is earlier.

- Check Engine log Book
- Record the reading of hour meter & speedometer
- Drain water & sediments from fuel filter through drain cock
- Change Engine Oil
- Check oil pressure
- Check for fuel, oil, Water & exhaust leaks, if any.
- Change lubrication oil full flow filter element by new one.
- Check Engine radiator coolant level. It required fill radiator/ surge tank with coolant.
- Remove, clean & inspect dry type air cleaner element, Remove & clean dustpan, inspect element for holes & tears Check gasket & “O” rings for damages.
- Check airline connector for leakage.
- Clean/change compressor breather element and fill with clean oil up to the mark, if required.
- Drain air receiver tank & main fuel tank breather.
- Check coolant inhibitor & add requisite quantity of coolant concentration, if required
- Change fuel filter element, washer & “O” ring Clean shell of Fuel filter.
- Check all air cleaner connection for cracks- chafing etc. Tighten all air intake connections.
- Check throttles linkage.
- Following item must be replaced during every “B” Check/ B Check kit consist of Lube Oil filter, Lube Oil filter, lube Oil Filter O ring, Fuel filter, Fuel filter “O ring, By pass filter, By pass filter O ring, Diesel filter, Inhibitor corrosion and strip test and renewal of all Engine & lube oil as required as per OEM manual.

Scope of “C” Checks during Maintenance of Tower Car

“C” check at every 1500 hours of operation of an Engine or Six months whichever is earlier

- Repeat all maintenance activities of “B” checks
- Check Thermostat operation
- Clean the fuel tank from inside.
- Tighten turbocharger mounting nuts to the specified torque
- Check & tighten all electrical connections.
- Check turbocharger for oil leakage
- Tighten all mounting nuts & bolts of the engine
- Check engine blow if required.
- Clean radiator from outside blowing air through the radiator core in opposite direction to the normal flow of air compressed air will be provided by the Railways)
- Check shaft of air compressor & its clearance.
- Clean Intel connection screens. Adjust injectors & vales.
- Change gasket of rocker cover.
- Following item must be replaced during every “C” Check.
C Check kit consist of Lube Oil Filter, Lube Oil Filter O ring, Fuel filter, Fuel Filter “O ring, By pass filter, By pass filter O ring, Diesel filter, Inhibitor corrosion and Air Cleaner Inner & Outer, Gasket Lever Covers, Strip test, Crank case Breather Gasket Screen filter and renewal of all Engine & lube Oil as required as per OEM manual.

Note: The list of all maintenance activities given above is not exhaustive, if any activities left will be followed as per maintenance manual available/issued by DFCCIL will be carried out by contractor without any extra charges/cost as per direction of supervisor in charge.

Schedule 2

Item no A - Maintenance Charges of T/Car No. TW 10001 & TW 211201 DMW type NTA 855R for 1st year

1. Monthly visit Charges for tower car checkup including B&C check of engine, traction alternator, traction motors, lifting platform check, & DG set, coach charging alternator, turbo charger preventive maintenance.
2. Maintenance of Electro pneumatic control system for shift mechanism, solenoids, valves, cylinders and solenoids etc., contactors, surge suppressors, control equipment’s, shunt coil, reversal.
3. Comprehensive maintenance of electrical wiring system of engine control with control panel accessories repairs, including relays and contactors of all tower wagon electrical system, and panels.
4. Servicing cum C Maintenance for self-starter & Alternator.
5. Servicing & C Maintenance for Air Compressor (Tri Cylinder) CAE 1000/ as applicable.

a. Material Required During Maintenance.

1. B check kit comprising of fuel filters/oil filters and coolant 5 liter required during preventive maintenance.
2. Air Cleaner Element inner & Outer set (Yearly)
3. Replacement of V Belt set (yearly) for 110 VDC, Compressor, Engine etc.

b. Consumables

1. Engine Oil 15-W 40 (120 Lit) per service / as applicable
2. Hardware & Misc. as required /as found

3. The float stock for items like PT pump, Injectors, water pump, self-starter, alternator, turbo charger etc. shall be kept ready so that if repairs are required in case of failures the tower car shall not be out of order for long period and shall be restored within minimum time.
4. Any repairs major or minor shall be covered under the scope of work for transmissions system.
5. The work includes 6 visits (one monthly visit) apart from unlimited breakdown calls required.
6. Transportation of any parts if required during repairs shall be covered under maintenance of tower car.

Item no B - List of Emergency Parts to be stock for 8 Wheeler High Rise DETC T/Car for 1st year -

Spares as per document to be stocked for maintenance of ICF make Tower Wagon 8 wheeler recommended 01 sets for 2 tower wagon DETC.

Item no C - Emergency Incidental breakdown repair to sub-assemblies & component if required (optional) for 1st year -

Optional repairs to be carried out to tower wagon components during breakdown as per document.

Item no D – Comprehensive maintenance charge for DG set of lifting platform inclusive all minor repair, filter with maintenance of hydraulic lifting platform power pack tank, pump including all spares and oil required for maintenance for 1st year.

Item no E - Maintenance Charges of T/Car No. TW 10001 & TW 211201 DMW type NTA 855R for 2nd year

1. Monthly visit Charges for tower car checkup including B&C check of engine, traction alternator, traction motors, lifting platform check, & DG set, coach charging alternator, turbo charger preventive maintenance.
2. Maintenance of Electro pneumatic control system for shift mechanism, solenoids, valves, cylinders and solenoids etc., contactors, surge suppressors, control equipment's, shunt coil, reversal.
3. Comprehensive maintenance of electrical wiring system of engine control with control panel accessories repairs, including relays and contactors of all tower wagon electrical system, and panels.
4. Servicing cum C Maintenance for self-starter & Alternator.
5. Servicing & C Maintenance for Air Compressor (Tri Cylinder) CAE 1000/ as applicable.
 - a. **Material Required During Maintenance.**
 1. B check kit comprising of fuel filters/oil filters and coolant 5 liter required during preventive maintenance.
 2. Air Cleaner Element inner & Outer set (Yearly)
 3. Replacement of V Belt set (yearly) for 110 VDC, Compressor, Engine etc.
 - b. **Consumables**
 1. Engine Oil 15-W 40 (120 Lit) per service / as applicable
 2. Hardware & Misc. as required /as found

3. The float stock for items like PT pump, Injectors, water pump, self starter, alternator, turbo charger etc. shall be kept ready so that if repairs are required in case of failures the tower car shall not be out of order for long period and shall be restored within minimum time.
4. Any repairs major or minor shall be covered under the scope of work for transmissions system.
5. The work includes 6 visits (one monthly visit) apart from unlimited breakdown calls required.
6. Transportation of any parts if required during repairs shall be covered under maintenance of tower car.

Item no F- List of Emergency Parts to be stock for 8 Wheeler High Rise DETC T/Car for 2nd year -

Spares as per document to be stocked for maintenance of ICF make Tower Wagon 8 wheeler recommended 01 sets for 2 tower wagon DETC.

Item no G - Emergency Incidental breakdown repair to sub-assemblies & component if required (optional) for 2nd year -

Optional repairs to be carried out to tower wagon components during breakdown as per document.

Item no H – Comprehensive maintenance charge for DG set of lifting platform inclusive all minor repair, filter with maintenance of hydraulic lifting platform power pack tank, pump including all spares and oil required for maintenance for 2nd year.

Note: The list of all maintenance activities given above is not exhaustive, if any activities left will be followed as per maintenance manual available/issued by DFCCIL will be carried out by contractor without any extra charges/cost as per direction of supervisor in charge.

Responsibilities: Preventive maintenance shall be carried out as given below –

1. Maintenance of Engine will be as per manufacturer stander maintenance practices. Frequency of B Check will be at every 300 hrs. of engine operation or once in 6 months whichever is earlier.
2. C Check maintenance at every 1500 hrs. of Engine operation or once in six months whichever is earlier.
3. Supply of all maintenance spares like B check kit consist of Lube Oil filter, Lube Oil filter O ring, Fuel filter, Fuel Filter O ring, By pass filter, By pass filter O ring, Diesel filter, Inhibitor corrosion and strip test and renewal of all engine & lube oil as required as per OEM manual will be provided by contractor. However DFCCIL will ensure topping up as and when required during daily maintenance.
4. Any breakdown in Engine will have to be attended by the tenderer and their dealership network and repairs of sub-assemblies and replacement of minor spares as in scope will be carried out as and when required.
5. Establish a system for maintaining an Inventory of spares part, tools, equipment and consumables.
6. Supply of all consumables including Engine Instrument panel uyages, meters, switches as and when required.
7. Ensuring agreed service levels and guarantee engine availability.

- a. Replacement of replacement of spares like Fan belts, water pump belt, Alternator belt, Hoses, gaskets in engine instruments panel, sensor of safety control and wiring harness as and when required.
- b. Replacement of gasket rocker lever covers, crankcase breather gasket, Screen filter and strip test in C check.
- c. Replacement of water pump, fuel pump, injectors, air compressor, turbocharger, self-starter charging alternator including supply of spares as & when required.
- d. Replacement of kit consist of Lube Oil filter, Lube oil filter O ring, fuel filter, fuel Filter O ring, By pass filter, By pass filter O ring, Diesel filter, Inhibitor corrosion and strip test and renewal of all engine & lube oil as required as per OEM manual.
- e. Renewal of Engine Oil, Lub Oil shall be ensured.

PART – I
CHAPTER- V
ADDITIONAL CONDITION OF CONTRACT

1.5.1 ADDITIONAL TERMS AND CONDITIONS:

1. The work will be done under the supervision of the DFCCIL or in knowledge of site in-charge.
2. The preventive maintenance schedules are to be carried out by the contractor as mentioned in the schedule of work.
3. The work should be executed with excellent workmanship to the satisfaction of the site in-charge. Who should at site work.
4. The contractor will ensure 100% reliability of all associated equipments of the engine & accessories to ensure correct operations of different accessories. Failure of any of the parts of above engine & other equipment, the replacement will done by the contractor free of cost.
5. In the event of any reduction in the quantity to be executed for any reasons what so ever the contractor shall not be entitled to any compensation but shall be paid only for the actual amount of work done.
6. There shall be noted by the contractor that the work involve working in close proximity to the existing Electrified track. The contractor shall ensure that no damage injury or loss is caused or likely to be caused to any person or property.
7. The rates quoted shall be inclusive of all cost rated lifting & involved in crossing of track and also shall cover risk to track, Life and property during execution of work. The contractor shall adopt all precautionary measures to safe guard Rly property while execution of work.
8. All materials to be supplied by the Contractor have to be duly inspected by site incharge or his authorized representative. No payment will be made unless the inspection certificate has been submitted along with Supplier's original challans.
9. One Nominated Contractor staff should be available at the time of schedule maintenance & shall ready to move to required Depot. He should be available on Holiday also for meeting any emergency due to for seen emergency.
10. The contractor will furnish their office address & resident of the staff along with telephone & mobile numbers so that they may be contacted at any point time especially for attending breakdowns. Cost of the communication 'facilities provided to the service engineer shall be borne by the contractor.
11. Time will be the essence of the contract. In case of any fault or shut down of Engine or any other sub-assemblies, top priority is to be given for immediate rectification. DFCCIL will call the engineer deputed in any case of mal functioning or breakdown of the equipment.
 - a) For carrying out Preventive Maintenance ('B', 'C' & 'D' checks), DFCCIL will inform to the firm in advance regarding the location of the tower wagon. After receiving the call, preventive maintenance should be done within 07 days, failing which penalty of Rs. 1000/- per day per engine will be imposed.
 - b) In case of breakdown of engine accessories the firm will depute their service engineer within 24 hours, after receiving information by phone call/email, letter etc., otherwise a penalty of Rs. 1000/- per day per engine will be imposed and deducted from the bills. Part of a day will be counted as full day.
 - c) LD will be imposed of contract per week or per month depending upon the severity of slackness in service by the contractor.

- d) However, the total penalty and LD put together shall be subjected to the GCC conditions.
NOTE: GM/EL/JP or PM/EL/JP will have full power to waive off the penalty depending on the case and justified reason behind the delay in rectification.
12. Every failure should be thoroughly investigated for its cause by the service engineer of the tender and DFCCIL representative, the penalty will be imposed only when the cause of Failure is due to bad maintenance practice /inadequate maintenance by the tenderer.
 13. No tools, equipments, spares and man power will be provided by the DFCCIL side for the proposed maintenance. Also at no point of time non- availability of spares for system down time will be acceptable to DFCCIL & penalty will be imposed as mentioned above
 14. DFCCIL will extend all assistance by way of supplying inventories if available with them for expeditious restoration of faults. All efforts shall be made by contractor to replenish DFCCIL inventory at the earliest.
 15. No DFCCIL transport or any sort of travel facilities will be provided by DFCCIL for meeting any requirement of maintenance contract.
 16. Transportation of all materials have to be carried by the Contractor with his ow arrangements at his cost and DFCCIL will neither provide any assistance toward transportation of materials nor any cost towards transportation of materials in connection with execution of work.
 17. It shall be the responsibility of the tenderer to ensure deposition of the service tax with the concerned authority & submit a proof there of to DFCCIL.
 18. No interest will be paid for delay due to DFCCIL's system of payment for any type of transaction of payment of bills.
 19. DFCCIL will not provide any man power for Annual maintenance contract
 20. Tenderer should have carried maintenance of Cummins engine through authorized dealer of Cummins Diesel Sales & Service (India) Limited.
 21. Similarly all other item /sub-assemblies like D.G. Sets & AMF panel, Transmission, Axle drive, Lifting & Swiveling Platform, Alternator, Generator & Control system including Complete Electrical circuits should carried out repairing / maintenance by using OEM spares only.
 22. All material required for maintenance should be procured from the authorized Cummins authorized dealer and invoice shall be produce in this respect genuine of the material. Similarly all spares of Engine, all sub-assemblies will be procured through OEM authorized dealer.
 23. No Advance will be paid for the work.
 24. Advance programme shall be given to In-charge / supervisor 2 days before for any work to be done in Tower car.

1.5.2 Additional Condition with respect to Supply of Material:

1. Materials/Equipment/Items/Parts as mentioned in Schedule of Quantities and Rates and/or additional stores required/supplied during maintenance of Tower Cars should be of OEM or it's Authorised Dealer. In this regard necessary documentary proof (evidence) such as Invoice/Challan issued by OEM or it's Authorised Dealer should be submitted to the respective depot incharge of the Electrical deaprtment whose Tower Car is carried out for maintenance.
2. Concerned depot incharge should verify the documentary proof (evidence) such as Invoice/Challan and is issued by OEM or it's authorised dealer.
3. Documentary proof (evidence) such as Invoice/Challan should also be sent to divisional office at the time of submission of Records of Measurement of the work.

- 1.5.3 The following special conditions supplement to the Regulations for Tenders and contracts, conditions of tender and general conditions of contract and should be considered as part of the contract papers where the provision in the special conditions are at variance with general conditions/other documents mentioned above, the special conditions shall prevail upon. All the terms and conditions stipulated under Special Conditions are binding upon the contractor. In all matters of dispute the decisions of GM/EL/JP or PM/EL/JP shall be final.
- 1.5.4 The detailed Scope of work for maintenance of Tower car activities in this contract are given in the explanatory notes of schedules
- 1.5.5 Contractor's staff for maintenance of Tower car assets/system as specified in the explanatory note, under this maintenance contract, contractor shall place his competent staff as per the requirement. However, the number of hours for each labour should not exceed the stipulated maximum number of man-hours in a fortnight as per the hours of employment regulations stipulated in minimum wages Act/Labour laws in force. The suitable candidates will be given an Identity card and a competency certificate valid for a period of two years i.e., currency of contract which they have to keep with them while on duty and for their movements in the DFCCIL Railway work spot. In case of unforeseen/unauthorised absence of the Contractor's staff from duty, immediate alternate arrangement of staff is required to be made by the contractor without causing any inconvenience to the DFCCIL Railway since these activities are safety oriented and linked to the operations of train services. The DFCCIL's Engineer-in-charge reserves the right to ask the contractor to remove any staff from duty without assigning any reason whatsoever. The decision of DFCCIL's Engineer-in-charge will be final and binding on the contractor. Since maintenance staff is to work on all days/as and when required basis, relievers for weekly off will have to be arranged separately by contractor for which no additional payment shall be made. However the contractor should arrange necessary relief to the staff working as per the labour laws from time to time for which no additional payment will be made by the DFCCIL Railway.

1.5.6 **Response and Restoration:**

1.5.6.1 **For reporting:**

- A. For carrying out Preventive Maintenance ('B', 'C' & 'D' checks). DFCCIL will inform tenderer/ contractor Dealership in close proximity to the Tower car location at-least three days in advance regarding the location of the Tower car, so that Service Engineer can be deputed as per requirement/ schedule.
- B. However, in case of breakdown of Engine accessories, the Service Engineer should be deputed within 24 hours, after receiving information by Phone Call/Email, letter etc., whichever is closer to Tower car location. The tenderer will have to be co-ordinate and ensure the response from the dealership is given on priority.
- C. While giving service calls, Maximum available information with respect to the problems will be provided by DFCCIL's representative to the tenderer to enable him to make arrangement with necessary Tools, drawing & spares to attend & rectify the problem.
- D. Breakdowns due to minor cases should be rectified and the Tower car restored to normal operation within 48 hours of reporting, including supply of spares, wherever required (at the site). Minor repairs means leakage, replacement of hoses, belts, gauzes and minor adjustments etc.

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT**DEFINITIONS AND INTERPRETATION**

1. (1) Definition: - In these General conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:-

(a) “Railway” shall mean the President of the Republic of India or the Administrative Officers of the DFCCIL or of the Successor DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.

(b) “General Manager of Railway” shall mean the officer -in-charge of the General Superintendence and Control of the Railway and shall mean and include their successors, of the successor Railway;

(c) “Chief Engineer” shall mean the officer -in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction) and shall also include CPM/GGM/GM of DFCCIL.

(d) “Divisional Railway Manager” shall mean the Officer in-charge of a Division of the Railway and shall also mean any officer nominated by Managing Director / DFCCIL and shall mean and include their successors of the successor Railway.

(e) “Engineer” and Employer’s Engineer shall mean the Chief General Manager of DFCCIL / PMC appointed by DFCCIL.

(f) “Engineer’s Representative” shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer, APM / PM / Dy. CPM / CPM/ GM of DFCCIL in direct charge of the work and shall include any Sr. Sec. / Sec / Jr. Engineer / Executive / Sr. Executive, APM/ Dy.PM/ PM / Dy.CPM/ GM of DFCCIL of Civil Engineering / Signal & Telecommunication Engineering / Electrical Engineering Department appointed by the Railway / DFCCIL and shall mean and include the Engineer’s Representative of the successor Railway / DFCCIL.

(g) “Contractor” shall mean the person / Firm / Company whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators and successors and permitted assigns.

(h) “Contract” shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of Railway/DFCCIL modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract.’

(i) “Works” shall mean the works to be executed in accordance with the contract. (j) “Specifications” shall mean the Specifications for materials and works referred / mentioned in tender documents.

(k) “Schedule of rates of Railway” shall mean the schedule of rates issued under the authority of the Chief Engineer from time to time and shall also include Rates specified in tender document.

(l) “Drawing” shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.

(m) “Constructional Plan” shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.

(n) “Temporary Works” shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.

(o) “Site” shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.

(p) “Period of Maintenance” shall mean the defect liability period from the date of completion of the works as certified by the Engineer.

1. (2) Singular and Plural:- Words importing the singular number shall also include the plural and vice versa where the context requires.

1.(3) Headings & marginal headings:-The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

GENERAL OBLIGATION

2. (1) Execution Co-relation and intent of contract Documents:-The contract documents shall be signed in triplicate by the DFCCIL and the Contractor. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipment's and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the DFCCIL to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
- 2.(2) If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project Authority/ DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect all respects as if the Contractor and the Successor Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.
- 2.(3) If for administrative or other reasons the contract is transferred to the Successor Railway/Successor Project Authority of DFCCIL the contract shall notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway /Project Authority/ DFCCIL in the same manner and take effect in all respect as if the Contractor and the Successor Railway/ successor Project Authority of DFCCIL had been parties thereto from the date of this contract. The contract shall be Administered/Managed by GGM/CGM/GM/Co/ GM nominated by DFCCIL.
3. (1) Law governing the contract:-The contract shall be governed by the law for the time being in force in the Republic of India.
- 3.(2) Compliance to regulations and bye-laws:-The contractor shall conform to the provision of any statute relating to the works and regulations and by-laws of any location authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reasons for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
4. Communications to be in writing:- All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's representative or the contractor inters concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.
5. Service of Notices on Contractors:-The contractor shall furnish to the Engineer the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or

left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.

6. Occupation and use of land:- No land belonging to or in the possession of the Railway/DFCCIL shall be occupied by the Contractor without the permission of the Railway/DFCCIL. The Contractor shall not use, or allow to be used; the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
7. Assignment or subletting of contract: - The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the DFCCIL. Any breach of this condition shall entitle the DFCCIL to rescind the contract under clause 62 of these conditions and also render the contractor liable for payment to the DFCCIL in respect of any loss or damage arising or ensuing from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub- contractor and the DFCCIL and shall not relieve the contractor of any responsibility under the contract.
8. Assistance by the DFCCIL for the Stores to be obtained by the Contractor:- Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the DFCCIL may have agreed without any liability therefore to endeavor to obtain or assist the contractor in obtaining the required quantities of such materials as may be specified in the tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the contractor shall not be deemed absolved of his own responsibility and shall keep in touch with day to day positions regarding their availability and accordingly adjust progress of works including employment of labour and the DFCCIL shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or no supply.
9. Deleted
10. Carriage of materials: - No forwarding orders shall be issued by the DFCCIL for the of contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.
11. Deleted
12. Representation on Works: - The contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.
13. Relics and Treasures: - All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures relics antiquities and other similar things which shall be found

in or upon the site shall be the property of the DFCCIL and the Contractor shall duly preserve the same to the satisfaction of the DFCCIL and shall from time to time deliver the same to such person or persons as the DFCCIL may appoint to receive the same.

14. Excavated material:-The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the DFCCIL provided that the contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.
15. Indemnity by Contractors: - The contractor shall indemnify and save harmless the Railway/DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways/DFCCIL by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
16. (1) Security Deposit: - The earnest money deposited by the contractor with this tender will be retained by the DFCCIL as part of security for the due and faithful fulfilment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 16.(2) Recovery of Security Deposit: - 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 Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit. Security deposit shall be returned to the contractor after the expiry of the Defect Liability Period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this competent authority is of the rank lower than JA grade / Chief General Manager, DFCCIL, then JA grade officer / Chief General Manager, DFCCIL (Concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways/DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

Note :-

- (i) After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR / irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (ii) In case of contracts of value Rs.50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

16.(3) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the contractor under the contract, but Government Securities deposited in terms of Sub-clause (1) of this clause will be payable with interest accrued thereon.

16. (4) Performance Guarantee (P.G.)

The procedure for obtaining Performance Guarantee is outlined below:

The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the performance Guarantee in any of the following forms amounting to 5% of the contract value: -
 - (i) A deposit of Cash
 - (ii) Irrevocable Bank Guarantee
 - (iii) Government Securities including State Loan Bonds at 5 percent below the market value
 - (iv) Deposit receipts, pay orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - (vi) A Deposit in the Post Office Saving Bank;
 - (vii) A deposit in the National Savings Certificates.
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds; and
 - (xi) Unit Trust Certificates at 5 per cent below market value or at the face value whichever is less.

Note: The instruments as listed above will also be acceptable for Guarantees in case of Mobilization advance.

- (c) The performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the contract agreement. The agreement should normally be signed within 30 (thirty) days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This P. G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

- (d) The value of PG to be submitted by the contractor will not change for variation upto 25 % (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25 % of the original contract value, an additional performance guarantee amounting to 5 % (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- (e) 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 shall, however, be released only after the expiry of the defect liability period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk 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 partnership firm, then every member / partner of such a firm shall be debarred from participating in the tender for the balance work in his / her individual capacity or as a partner of any other JV/partnership firm.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India / DFCCIL is entitled under the contract (no withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (ii) Failure by the contractor to pay President of India / 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 the effect by Engineer.
- (iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

17. Force Majeure Clause:- If at any time, during the continuance of this contract, the Performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or act of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

17-A Extension of time in Contracts: - Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract

(with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses: -

- (i) Extension due to modification:- If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- (ii) Extension for delay not due to DFCCIL or Contractor:-If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of Railways/DFCCIL's employees or by other contractor employed by the DFCCIL under sub-clause (4) of clause 20 of these conditions or in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reasons of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the DFCCIL for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby.
- No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.
- (iii) Extension for delay due to Railways / DFCCIL:- In the event of any failure or delay by the Railway / DFCCIL to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the DFCCIL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the DFCCIL may grant such extension or extensions of the completion date as may be considered reasonable.

- 17-B Extension of time for delay due to contractor: - The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed no later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in clause 17 and 17-A, the DFCCIL may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of (Performa at Form No. 14) time as the Engineer may decide. On such extension the DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages

and not by way of penalty a sum equivalent to ½ of 1% of the contract value of the works for each week or part of the week.

For the purpose of this clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition, shall not exceed the under noted percentage value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

- (i) For contract value up to Rs. 2 lakhs - 10% of the total value of the contract
- (ii) For contracts valued above Rs. 2 lakhs- 10% of the first Rs.2 lakhs and 5% of the balance

Further competent authority while granting extension to the currency of contract under clause 17. (B) Of GCC may also consider levy of token penalty as deemed fit based on the merit of the case. Provided further, that if the DFCCIL is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the DFCCIL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's security deposit and rescind the contract under clause 62 of these conditions, whether or not actual damage is caused by such default.

18.(1) **Illegal Gratification:-** Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the DFCCIL, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the DFCCIL shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the DFCCIL and to the payment of any loss or damage resulting from such decision and the DFCCIL shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the DFCCIL.

18.(2) The contractor shall not lend or borrow from or have or enter into any monetary dealings and transactions either directly or indirectly with any employee of the DFCCIL and if he shall do so, the DFCCIL shall be entitled forthwith to rescind the contract and all other contracts with the DFCCIL. Any question or dispute as to the commission or any such offence or compensation payable to the DFCCIL under this clause shall be settled by the Chief General Manager /Jaipur of the DFCCIL, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

EXECUTION OF WORKS

19.(1) **Contractor's understanding:-** It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

19.(2) **Commencement of works:-**The contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.

- 19.(3) Accepted Program of work:- The contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed program of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/ Chief General Manager. He shall also submit the details of organization (in terms of labor and supervisors) plant and machinery, that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The program of work amended as necessary by discussions with the Engineer, shall be treated as the agreed program of the work for the purpose of this contract and the contractor shall endeavor to fulfil this program of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the program.
19. (4) Setting out of works: - The contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and shall check these at frequent intervals. The contractor shall provide all facilities like labour and instruments and shall co- operate with the Engineer's representative to check all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error shall appear or arise in any part of the work, the contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work. The contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.
- 20.(1) Compliance to Engineer's instructions: -The Engineer shall direct the order in which the several parts of the works shall be executed and the contractor shall execute without delay all orders given by the Engineer from time to time but the contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
- 20.(2) Alterations to be authorized:-No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer, and the contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.
- 20.(3) Extra works: - Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or contractors or by other means at the option of the DFCCIL.
20. (4) Separate contracts in connection with works: - The DFCCIL shall have the right to let other contracts in connection with the works. The contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the contractors work depends for proper execution or result upon the work of another contractor(s), the contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

21. Instruction of Engineer's Representative: - Any instructions or approval given by the Engineer's representative to contractor in connection with the works shall bind the contractor as though it had been given by the Engineer provided always as follows.
- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice, the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
- (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.
22. (1) Adherence to specifications and drawings: - The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer he shall bear all the costs arising or ensuing therefore and shall be responsible for all loss to the DFCCIL.
22. (2) Drawings and specifications of the works: - The contractor shall keep one copy of drawings and specifications at the site, in good order, and such contract documents as may be necessary available to the Engineer or the Engineer's representative.
22. (3) Ownership of drawings and specifications: - All drawings and specifications and copies thereof furnished by the DFCCIL to the Contractor are deemed to be the property of the DFCCIL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the contractor to the DFCCIL on completion of the work or termination of the contract.
- 22.(4) Compliance with Contractor's request for details: - The Engineer shall furnish with reasonable promptness, after receipt by of the contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawing and instructions shall be consistent with the contract Documents and reasonably inferable there from.
- 22.(5) Meaning and intent of specification and drawings:- If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the contractor) to the Chief Engineer/ Chief General Manager who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.
- 23 Working during night: - The contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer/DFCCIL.
24. Damage to Railway / DFCCIL property or private life and property:-The contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway/DFCCIL or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway/ DFCCIL and this although all reasonable and proper precautions may have been taken by the contractor, and in

case the Railway / DFCCIL shall be called upon to make good any costs, loss or damages, or to pay an compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway / DFCCIL may incur in reference thereto, shall be charged to the contractor. The Railway / DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

25. Sheds, stores houses and Yards:-The contractor shall at his own expense provide himself with sheds, stores houses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the contractor shall keep at each such sheds, stores houses and yard a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plan which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the contractor. The contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipment necessary for the execution of the works.
26. Provision of efficient and competent Staff at work sites by the Contractor: -
- 26.1 The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.
- 26.2 The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 26.3 In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the Railway to rescind the contract under clause 62 of these conditions.
- 26A. Deployment of Qualified Engineers at Work Sites by the Contractor: -
- 26A.1 The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.

- 26A.2 In case the contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in Para 26A.1.
- 26A.3 Deleted
- 27.(1) Workmanship and testing:- The whole of the works and / or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the contractor.
27. (2) Removal of improper work and materials: - The Engineer or the Engineer's Representative shall be entitled to order from time to time:
- (a) The removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.
 - (b) The substitution of proper and suitable materials, and
 - (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefore, of any work which in respect of materials or workmanship; is not in his opinion in accordance with the specifications and in case of default on the part of the contractor in carrying out such order the DFCCIL shall be entitled to rescind the contract under clause 62 of these conditions.
28. Facilities for inspection:- The contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.
29. Examination of work before covering up:- The contractor shall give 7 days' notice to the Engineer or the Engineer's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.
30. Temporary Works: - All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the Railway / DFCCIL land for labour engaged by him for the execution of works, the contractor shall arrange for handing over

vacant possession of the said land after the work is completed; if the contractor's labour refuse to vacate, and have to be rejected by the Railway / DFCCIL necessary expenses incurred by the Railway / DFCCIL in connection therewith shall be borne by the contractor.

31. (1) Contractor to supply water for works: - Unless otherwise provided in the contract, the contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.
- 31.(2) Deleted
- 31.(3) Deleted
- 31.(4)(a) Contractor to arrange supply of Electric power for works:- Unless otherwise provided in the contract, the contractor shall be responsible for arrangements to obtain supply of electric power for the works.
- 31.(4) (b) Deleted
32. Property in materials and plant:- The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately, they are brought upon the site of the said land, be deemed to be the property of the Railway / DFCCIL. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway / DFCCIL and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway / DFCCIL be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.
33. (1) Tools, Plant and Materials Supplied by Railway / DFCCIL: - The Contractor shall take all reasonable care of all tools, plant and materials or other property whether or a like description or not belonging to the Railway/DFCCIL and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted subcontractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.
- 33.(2) Hire of DFCCIL / Railway's Plant:- The Railway / DFCCIL may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.
34. (1) Precaution during progress of works: - During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.

- 34.(2) Roads and Water courses:- Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alterations, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of contract, or otherwise according to law.
- 34.(3) Provision of access to premises:- During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall erect and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.
- 34.(4) Safety of Public:- The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or DFCCIL/Railway property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.
35. Deleted.
- 36.(1) Suspension of works:- The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:-
- (a) Provided for in the contract, or
 - (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and/or
 - (c) Necessary for the safety of the works or any part thereof.
- 36.(2) The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspensions exceeds 14 days, the contractor shall be entitled to such extension of time for completion of the work as the Engineers may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.
- 36.(3) Suspension lasting more than 3 months:- If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the DFCCIL.

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

38. Deleted

39.(1) Rates for extra items of works:- Any type of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted schedules of rates shall be executed at the rates set forth in the "Schedule of Rates of Railway" modified by the tender percentage and such items are not contained in the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted schedule of rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the DFCCIL shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

39.(2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of rates as aforesaid according to the rates as shall be fixed by the Engineer. However if the Contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the Chief General Manager. within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief General Manager's decision after hearing both the parties in the matter would be final and binding on the Contractor and the DFCCIL.

40. (1) Handing over of works: - The Contractor shall be bound to hand over the works executed under the contract to the DFCCIL complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section

of the work shall have been completed, and the contractor shall be bound to observe any such determination of the Engineer.

40.(2) Clearance of site on completion:- On completion of works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the DFCCIL shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be effected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

VARIATIONS IN EXTENT OF CONTRACT

41. Modification to contract to be in writing: - In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the DFCCIL and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the DFCCIL unless and until the same is incorporated in a formal instrument and signed by the DFCCIL and the Contractor, and till then the DFCCIL shall have the right to repudiate such arrangements.

42.(1) Powers of modification to contract:- The Engineer on behalf of the DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

42.(2) (i) Unless otherwise specified in the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.

(ii) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(iii) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rates irrespective of any variation.

42.(3) Valuation of variations:- The enlargements, extensions, diminution, reduction, alterations or additions referred to in sub-clause (2) of this clause shall in no degree affect the validity of the contract but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and

provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items / quantities of work falling outside the purview of the provisions of sub-clause (2) above shall be paid for at the rates determined under clause-39 of these conditions.

42.(4) Variations In Quantities During Execution of Works Contracts :-The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.

2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

Operation of an item by more than 125% of the agreement quantity needs the approval of Competent Authority of DFCCIL;

- (i) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- (ii) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

(b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

(c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with approval of Competent Authority of DFCCIL.

3. In cases where decrease is involved during execution of contract:

(a) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.

(b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of competent authority, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

(c) It should be certified that the work proposed to be reduced will not be required in the same work.

4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.

5. No such quantity variation limit shall apply for foundation items.

6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

7. - Deleted -

8. - Deleted -

9. - Deleted -

10. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per schedule of power of DFCCIL as per single tender should be obtained.

Note: Variation to be approved should be limited so as not to completely change the scope, character and purpose of the original contract.

CLAIMS

43. (1) Monthly Statement of Claims: - The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.

43.(2) Signing of “No Claim” Certificate:- The Contractor shall not be entitled to make any claim whatsoever against the DFCCIL under or by virtue of or arising out of this contract, nor shall the DFCCIL entertain or consider any such claim, if made by the Contractor, after he shall have signed a “No Claim” Certificate in favour of the DFCCIL in such form as shall be required by the DFCCIL after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by “No Claim” Certificate or demanding a clearance to arbitration in respect thereof.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

44. Quantities in schedule annexed to Contract: - The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.

45. Measurement of works: - The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39 of these conditions on the measurements taken by the Engineer or the Engineer’s representative in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted schedule of rates is 100 or 1000 shall be calculated to the nearest whole number, any; fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which “on account” or final measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer’s representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measures. Failing the Contractor’s attendance the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:-

(a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the engineer or the Engineer’s representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

(b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

46. (1) “On-Account” Payments:- The Contractor shall be entitled to be paid from time to time by way of “One-Account” payment only for such works as in the opinion of the Engineer he has executed in terms of the contract.

All payments due on the Engineer’s or the Engineer’s representative’s certificates of measurements shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these conditions, a retention of ten percent by way of security deposits, until the amount of security deposit by way of retained earnest money and such retentions shall amount to 10% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

46.(2) Rounding off amounts: - The total amount due on each certificate shall be rounded off to the nearest rupee i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more up to Re. 1/- will be reckoned as Re. 1/-

46.(3) On Account Payments not prejudicial to final settlement: - “On- Account” payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as “Final Measurements” and as such have been signed by the Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

46. (4) Manner of payment: - Unless otherwise specified payments to the Contractor will be made by Cheque /RTGS but no Cheque/RTGS will be issued for an amount less than Rs. 100/-

46A PRICE VARIATION CLAUSE:

Not applicable

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

48. (1) Certificate of completion of works: - As soon as in the opinion of the Engineer, the works has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect, of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the

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

- 48.(2) Contractor not absolved by completion Certificate:- The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost: and in case of default on the part of Contractor the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.
- 49.0 Approval only by maintenance Certificate:- No certificate other than maintenance certificate referred to in Clause 50 of the conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.
- 50.(1) Maintenance Certificate:- The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to sub clause (2) Clause 48 of these conditions shall have been completed to the satisfaction of the Engineer and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the DFCCIL.
- 50.(2) Cessation of Railway's / DFCCIL Liability: - The DFCCIL shall not be liable to the Contractor for any matter arising out of or in connection with the contract of the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.
- 50.(3) Unfulfilled Obligations:- Notwithstanding the issue of the Maintenance certificate the Contractor and (subject to sub-clause 2 of this clause) the DFCCIL shall remain liable for the fulfilment of any obligation incurred under the provision of the contract prior to the issue of the maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations the contract shall be deemed to remain in force between the parties thereto.
- 51.(1) Final Payment:- On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements of the total quantity of work executed by the contractor up to the date of completion and on the accepted schedule or rates and for extra works on rates determined under Clause 39 of these conditions shall be paid to the Contractor

subject always to any deduction which may be made under these presents and further subject to the Contactor having delivered to the Engineer either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered "No Claim Certificate" and the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

51.(2) Post Payment Audit:- It is an agreed term of contract that the DFCCIL reserves to itself the right to carry out a post-payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund any excess amount paid to him if as a result of such examination any over-payment to him is discovered to have made in respect of any works done or alleged to have been done by him under the contract.

51A. Production of vouchers etc. by the Contractor:-

- (i) For a contract of more than one crore of rupees, the contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the engineer on the question of relevancy of any documents, information or return being final and binding in the parties).The contractor shall similarly produce vouchers; etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.
- (iii) The obligations imposed by sub clause (i) & (ii) above is without prejudice to the obligations of the contractor under any statute rules or orders binding on the contractor.

52.0 Withholding and lien in respect of sums claimed:- Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the DFCCIL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the DFCCIL shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the DFCCIL shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor

under the same contract or any other contract with this or any other DFCCIL or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the arbitration clause) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the DFCCIL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.

52A. Lien in respect of claims in Other Contracts:-

(i) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the DFCCIL, against any claim of this or any other DFCCIL or any other Department of the Central Government in respect of a payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.

(ii) However, recovery of claims of DFCCIL in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of DFCCIL/Railways' dues against the terminated contract.

(iii) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by arbitration clause or by the competent court as the case may be and contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

53.0 Signature on Receipts for Amounts:- Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the DFCCIL in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good a sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the DFCCIL may hereafter have against the legal representative of any contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interest.

LABOUR

54.0 Wages to Labour: - The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act” and the Rules made there under in respect of any employees directly or through petty contractors or subcontractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract.

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

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the DFCCIL, such money shall be deemed to be moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railway/DFCCIL shall be entitled to recover the same from any moneys due or accruing to the Contractor under this or any other Contract with the DFCCIL.

54A. Apprentices Act: - The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time in respect of apprentices directly or through petty contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

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

Note: The contractors are required to engage apprentices when the works undertaken by them last for a period of one year or more and / the cost of works is rupees one lakh or more.

55.0 Provisions of payments of Wages Act: - The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If In compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the contractor to repay such money to the Railways/DFCCIL deduct the same from moneys due to contractor in the terms of contract. The DFCCIL shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the DFCCIL by the way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.

55A. Provisions of Contract labour (Regulation and Abolition) Act, 1970:

55A.(1) The contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.

55A.(2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfil the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

55A. (3) The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by him.

55A.(4) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of, the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

55A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the DFCCIL is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the Contingent, liability of the DFCCIL due to the contractor's failure to fulfil his statutory obligations under the aforesaid Act or the rules the DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the DFCCIL under the section 20, sub-section (2) and section 2, sub-section (4) of the aforesaid Act, the DFCCIL shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the DFCCIL to the contractor whether under the contract or otherwise. The DFCCIL shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the DFCCIL full security for all costs for which the DFCCIL might become liable in contesting such claim. The decision of the DFCCIL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

55B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:

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

55C. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

The tenderers, for carrying out any construction work, must get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration, issued from the Registering Officer of the concerned State Govt. (Labour Dept.). As per this Act, the tenderer

shall be levied a cess @1% of cost of construction work, which would be deducted from each bill. Cost of material, when supplied under a separate schedule item, shall be outside the purview of cess.

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

57.0 Provision of Workmen's Compensation Act:- In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen's Compensation Act 1923, DFCCIL is obliged to pay compensation to a workman directly or through petty contractor or subcontractor employed by the Contractor in executing the work, DFCCIL will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of DFCCIL under Section 12 Sub-section (2) of the said Act, DFCCIL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DFCCIL to the Contractor whether under these conditions or otherwise, DFCCIL shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to DFCCIL full security for all costs for which DFCCIL might become liable in consequence of contesting such claim.

57A. Provision of Mines Act:- The contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made there under in respect of all the persons directly or through the petty contractors or sub-contractors employed by him under this contract and shall indemnify the DFCCIL from and against any claims under the Mines Act, or the rules and regulations framed there under, by or on behalf of any persons employed by him or otherwise.

58.0 DFCCIL not to provide quarters for Contractors: - No quarters shall normally be provided by the DFCCIL for the accommodation of the contractor or any of his staff employed on the work.

59.(1) Labour Camps:- The contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty contractors or sub-contractors and for temporary crèche (Bal-mandir) where 50 or more women are employed at a time. Suitable sites on DFCCIL land, if available, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the DFCCIL. All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.

59. (2) Compliance to rules for employment of labour: - The contractor(s) shall conform to all laws, by-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.

59. (3) Preservation of peace: - The contractor shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works. In the event of the DFCCIL requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses

thereof shall be borne by the contractor and if paid by the DFCCIL shall be recoverable from the contractor.

- 59.(4) Sanitary arrangements:- The contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative of the Medical staff of the DFCCIL. Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the DFCCIL and the cost therefore recovered from the contractor.
- 59.(5) Outbreak of infectious disease:- The contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's representative on the advice of the DFCCIL. Should cholera, plague or other infectious disease break out, the contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on health sites as required by the engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the DFCCIL and the cost therefore recovered from the contractor.
59. (6) Deleted
- 59.(7) Medical facilities at site: - The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the DFCCIL in relation to the strength of the Contractor's resident staff and workmen.
- 59.(8) Use of intoxicants: - The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
59. (9) Non-employment of female labour: - The Contractor shall see that the employment of female labour on / in Cantonment areas, particularly in the neighbourhood of soldier's barracks, should be avoided as far as possible.
- 59.(10) Restrictions On The Employment Of Retired Engineers Of Railway/DFCCIL Services Within one Year Of Their Retirement : The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit Earnest Money Deposits (EMD),Performance Guarantee (PG)and Security Deposits (SD) of that contract.
60. (1) Non-employment of labours below the age of 15:- the Contractor shall not employ children below the age of 15 as labourers directly or through petty contractors or subcontractors for the execution of work.
- 60.(2) Medical Certificate of fitness for labour: - It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Performa at Form No.15) granted to him by a certifying surgeon certifying that he is fit to work as an adult is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is

further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

60. (3) Period of validity of medical fitness certificate:- A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
- 60.(4) Medical re-examination of labourer:- Where any official appointed in this behalf by the Ministry of labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in the regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

EXPLANATIONS: -

- (1) Only qualified medical practitioners can be appointed as “Certifying Surgeons” and the term “Qualified Medical Practitioners” means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.
- (2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

DETERMINATION OF CONTRACT

- 61.(1) Right of DFCCIL of determine the contract:- The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL/Railway’s opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the DFCCIL of such determination and the reasons therefore shall be conclusive evidence thereof.
61. (2) Payment on determination of contract: - Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways /DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The DFCCIL/Railway’s decision on the necessity and propriety of such expenditure shall be final and conclusive.
- 61.(3) The contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the

execution of the work in full but which he did not derive in consequence of determination of contract.

62. (1) Determination of contract owing to default of contractor: - If the Contractor should:-
Becomes bankrupt or insolvent, or
Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
(iv) Have an execution levied on his goods or property on the works, or
(v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions, or
(vi) Abandon the contract, or
(vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
(viii) Fail to adhere to the agreed program of work by a margin of 10% of the stipulated period, or
(ix) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under clause 25 and 27 of these conditions, or
(x) Fail to take steps to employ competent or additional staff and labour as required under clause 26 of the conditions
(xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required under clause 28 of the conditions, or
(xii) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this DFCCIL.
- (xiii) (A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways/DFCCIL for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or
(xiii) (B) Fail to give at the time of submitting the said tender:-
(a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or
(b) The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or
(c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer, or
(d) Being in incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or
(e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining

permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor.

Then and in any of the said clause, the Engineer on behalf of the DFCCIL may serve the Contractor with a notice (Proforma at Form No.16) in writing to that effect and if the contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the DFCCIL shall be entitled after giving 48 hours' notice (Proforma at Form No. 17) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Form No. 18) should be issued and adopt the following courses:

To measure up or the whole or part of the work from which the contractor has been removed and get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final.

62. (2) Right of DFCCIL after, rescission of contract owing to default of contractor:

In the event of any or several of the courses, referred to in sub-clause (1) of the clause, being adopted.

- (a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.
- (b) The Engineer or the Engineer's representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (c) The Engineer shall as soon as may be practicable after removal of the contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount(if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plan and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

STATEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION RULES

63.0 Matters finally determined by the DFCCIL – All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Director(PP) /Chief General Manager/GM/Co, DFCCIL and the Director(PP)/Chief General Manager/GM/Co. DFCCIL shall within 120 days

after receipt of the contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matter for which provision has been made in clauses 8, 18, 22.(5), 39, 43.(2), 45.(a), 55, 55A.(5), 57, 57A, 61.(1), 61.(2) and 62.(1) to (xiii)(B) of General Conditions of contract or in any special clause of the conditions of the contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the DFCCIL authority, thereon shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the arbitration clause.

64. (1) Demand for Arbitration:-

64. (1)(i) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the DFCCIL of any certificate to which the contractor may claim to be entitled to, or if the DFCCIL fails to make a decision within 120 days, then and in any such case, but except in any of the 'excepted matters' referred to in clause 63 of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

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

64. (1) (iii)

(a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the DFCCIL.

(b) The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

(c) The DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

(d) The place of arbitration would be New Delhi

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

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

64.(2) Obligation During Pendency of Arbitration:– Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the DFCCIL shall be withheld on account of such proceedings,

provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64. (3) Appointment of arbitrator

- 64.(3)(a)(i) In cases where the total value of all claims in question added together does not exceed Rs.25,00,000 (Rupees twenty five lakhs only), the Arbitral tribunal shall consist of a sole arbitrator nominated by the MD/DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitrator is received by MD/DFCCIL .
64. (3) (a) (ii) In cases not covered by the clause 64(3) (a) (i), the Arbitral Tribunal shall consist of a Panel of three officials, as the arbitrators. For this purpose, the DFCCIL will send a panel of more than 3 names of DFCCIL officers which may also include the name(s) of Officer(s) empanelled to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD/DFCCIL. Contractor will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway /DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. MD/DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of selection grade of accounts department shall be considered of equal status to the officers in SA grade of other department of DFCCIL for the purpose of appointment of arbitrator.
- 64.(3)(a)(iii) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD/DFCCIL fails to act without undue delay, the MD/DFCCIL shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).
64. (3) (a) (iv) The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the arbitral Tribunal to make the award without any delay. The arbitral Tribunal should record day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
64. (3) (a) (v) While appointing arbitrator(s) under sub-clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as DFCCIL servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

64. (3) (b) (i) the arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.
- 64.(3)(b)(ii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of a specific point of award to tribunal within 60 days of receipt of the award.
- 64.(3)(b)(iii) A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
64. (4) In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
64. (5) where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
64. (6) the cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by the DFCCIL from time to time and the fee shall be borne equally by both the parties.
- 64(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.

65.0 JOINT VENTURE (JV) FIRMS IN WORKS TENDERS

Joint Venture firms are not eligible

66. MSME

66.1 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:

District Industries Centers.

Khadi and Village Industries Commission.

Khadi and Village Industries Board.

Coir Board.

National Small Industries Corporation.

Directorate of Handicraft and Handloom.

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.

ANNEXURES

ANNEXURE-I**Performa for Experience Certificate. {on the letter head of the issuing department}**

M/s..... has executed the following work to this department and has completed the work successfully. The details are as under:

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

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

ANNEXURE-II

Performa for Affidavit. {on the letterhead of the bidder}

I Proprietor/Director/Partner of the firm M/s._____ do hereby solemnly affirm that the firm M/s._____ has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

**Signature of
Proprietor/Director/Partner**

ANNEXURE-III**CERTIFICATION OF FAMILIARISATION**

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

(Signature of Tenderer/s)

ANNEXURE – IVSUPPLEMENTARY AGREEMENT

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

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

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

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

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

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

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

Signature of the Tenderer/s

For and on behalf of

Witness of the signatures

Witness

1.

2.

ANNEXURE-VAFFIDAVITFORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the tenderer) **

I(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s.....(hereinafter called the tenderer) for the purpose of the Tender documents for the work ofas per the **E- Tender No.:** -----
- Date----- of (DFCCIL), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

- 1) I/we the tenderer (s), am/are signing this document after carefully reading the contents.
- 2) I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- 3) I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the DFCCIL shall be final and binding upon me/us.
- 4) I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- 5) **I/ We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
- 6) **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
- 7) I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/we (*insert name of the tenderer*)**and all my/our constituents understand that my/our offer shall be summarily rejected.
- 8) I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.

ANNEXURE-VI

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

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

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

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

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

Bank Seal Signature of Bank Authorize Official with Seal

Name: -----

Designation: -----

Address:

Witness:

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

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

ANNEXURE-VII**Format of Bank Guarantee for Performance Security**

Bank Guarantee No. :

Dated :

To,

Dedicated Freight Corridor Corporation of India Limited, Metro Station Building Complex
5th Floor, Pragati Maidan, New DelhiActing through Chief General Manager/JP, DFCCIL, C-16, Khushi Vihar, Patrakar Colony,
Mansarovar, Jaipur – 302020.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bank Seal

Signature of Bank Authorize Official with Seal

Name :-----

Designation:-----

Address :

Witness:

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

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

FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between, DFCCIL, _____ (address). (Hereinafter called “the Employer”) of the one part and _____ (name and address of the Contractor) (hereinafter called “the Contractor”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

- 1.0 In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2.0 The following documents shall be deemed to form and be read and construed as part of this Agreement: -
 - i) The Contract Agreement.
 - ii) Letter of Acceptance.
 - iii) Tender Form
 - iv) General Information
 - v) Notice Inviting Tender (with Annexes)
 - vi) Instructions to Tenderers
 - vii) Special Conditions of Contract
 - viii) Annexures
 - ix) Bill of Quantities (BOQ)/Schedule of Rates
 - x) General Terms and Conditions of Contract
- 3.0 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4.0 The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the
authorized signatory)

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
Employer in the presence of:

Witness:

- 1.
- 2.

PRE CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on----- day of the month of----- 20xx, 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 or behalf of the President of India.

NOW, THEREFOR,

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

Commitments of BIDDERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
 - 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor 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 filling 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 envisage hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER's 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 While submitting commercial bid, the [A] shall deposit an amount ___ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:-
- i. Bank draft or a pay order in favor of _____.
 - ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof or payment.
 - iii. Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.
- 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 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 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 provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A] shall entitle the CLIENT to take all or any one of the following actions, wherever required :-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings 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 in 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 [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.

-
- (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by 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 a view to securing [B] the contract.
- (ix) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the 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 of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in 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 proposal 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 and 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 EXECUTIVE OFFICER

Witness

1.....

Note:

[A]- To be replaced by BIDDER/Seller/Consultant/Consultancy firm/Service provider as the case may be

[B]- To be replaced by contract/supply contract/consultancy contract/works contract as the case may be.

Deleted

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

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

- 1) That I am the _____ <Designation of the authorized signatory> of and I am duly authorized to furnish this undertaking/declaration on behalf of (Name of the company).
- 2) That (Name of the company) has been awarded the work (Name of Work) vide Letter of Award number dated by M/s Dedicated Freight Corridor Corporation of India Limited.
- 3) That the Company is fully aware of the anti-profiteering provision under the Goods & Services Tax ("GST") Law(s),
- 4) That the Company has passed the benefit of input tax credit available on the (good/services) having HSN supplied to M/s Dedicated Freight Corridor Corporation of India Limited which it is getting on account of reduced tax liability and input tax credit because of enactment of GST Laws after introduction of Goods and Service Tax w.e.f. 1st July, 2017. The details and amounts being passed on to DFCCIL are provided in Annexure of this document and are as per applicable GST Laws. These are true and correct to the best of my knowledge, information and belief.
- 5) Further, it is to confirm also that in case (name of the organization) will receive any further benefit in future after 1st July, 2017 by way of 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 Authorized signatory/ person

Name and Designation of the Auth. Sign/person of the person

Name of the Organization and Seal

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

FINANCIAL OFFER

SCHEDULE OF RATES					
Name of Work: Maintenance for 2 Nos. DETC type 8-wheeler High Rise Tower Car for 2 years under DFCCIL Jaipur Unit					
Schedule-1: Maintenance for 2 Nos. DETC type 8-wheeler High Rise Tower car Cummins Engine at Jaipur unit - DFCCIL					
Sl.No.	Description	Qty.	Unit	Unit rate of item	Total cost of item
1	Maintenance ("D" check) for Cummins Engine Model no. NTA/855R/ T/Car No. WDFC 10001 & WDFC 211201 for 1st year	2	Nos	476890.51	953781.02
2	Maintenance ("B" & "C" check) for Cummins Engine Model no. NTA/855R/ T/Car No. WDFC 10001 & WDFC 211201 for 1st year	2	Nos	298805.01	597610.02
3	Maintenance ("B" & "C" check) for Cummins Engine Model no. NTA/855R/ T/Car No. WDFC 10001 & WDFC 211201 for 2nd year	2	Nos	325699.57	651399.14
Total cost of Schedule-1					2202790.18
Schedule - 2: Maintenance for 2 Nos. DETC type 8-wheeler High Rise Tower car Transmission, Axle drive, Lifting & Swivelling Platform, Alternator, Generator & Control system including Complete Electrical circuits (Excluding Engines) at Jaipur unit - DFCCIL					
Sl.No.	Description	Qty.	Unit	Unit rate of item	Total cost of item
A	Maintenance Charges of T/Car No. WDFC 10001 & WDFC 211201 DMW type NTA 855R for 1st year				
1	Monthly visit Charges for tower wagon checkup including B & C check of engine, traction alternator, traction motors, lifting platform check, & DG set, coach charging alternator, turbo charger preventive maintenance.	24	Visits (Job)	15786.63	378879.12
2	Maintenance of Electro pneumatic control system for shift mechanism, solenoids, valves, cylinders and solenoids etc., contactors, surge suppressors, control equipment's, shunt coil, reversal.	2	Job	31573.26	63146.52

3	Comprehensive maintenance of electrical wiring system of engine control with control panel accessories repairs, including relays and contactors of all tower wagon electrical system, and panels.	2	Job	61392.45	122784.90
4	Servicing cum C maintenance for self-starter & Alternator	2	Job	26311.05	52622.10
5	Servicing & C maintenance for Air Compressor (Tri Cylinder) CAE 1000	2	Job	26311.05	52622.10
6	Material Required During Maintenance - B check kit comprising of fuel filters/oil filters and coolant 5 liter required during preventive maintenance	4	Kit (Set)	4823.69	19294.76
7	Material Required During Maintenance - Air Cleaner Element inner & Outer set	2	Kit (Set)	12278.49	24556.98
8	Material Required During Maintenance - Replacement of V Belt set (yearly) for 110 VDC, Compressor, Engine etc.	2	Set	13155.53	26311.06
9	Consumables - Engine Oil 15-W 40 (120 Lit) per service	480	Lit	263.11	126292.80
10	Consumables - Hardware & Misc. as required /as found	2	Set	14032.56	28065.12
	Total cost of Item A for 1st year				894575.46
B	List of Emergency Parts to be stock for 8-Wheeler High Rise DETC T/Car for 1st year (Payment will be made as per actual consumption)	Qty.		Unit rate of item	Total cost of item
1	Water Pump Assembly	1	Nos	24337.72	24337.72
2	Kit Hydraulic Pump Fan Drive	1	Nos	9757.02	9757.02
3	Oil Seal ACC Drive	1	Nos	166.64	166.64
4	Oil Seal Pulley	1	Nos	254.34	254.34
5	Cylinder head cover Gasket	3	Nos	416.60	1249.80
6	Radiator Hose set	1	Nos	2587.25	2587.25
7	Kit DG set repair with rings and gasket	1	Nos	39729.69	39729.69

8	Rod Push Injector	1	Nos	859.49	859.49
9	Rod push tapet	1	Nos	789.33	789.33
10	Ring Gear	1	Nos	6626.00	6626.00
11	Magnetic switch 24 VDC	1	Nos	640.24	640.24
12	Switch temperature	1	Nos	6332.19	6332.19
13	Thermostat	1	Nos	1324.32	1324.32
14	Temp Sender	1	Nos	321.88	321.88
15	Sender Oil Temp	1	Nos	166.64	166.64
16	Transducer Pressure	1	Nos	1359.40	1359.4
17	Gauge Water Temp	1	Nos	497.28	497.28
18	Gauge Lube Oil	1	Nos	506.05	506.05
19	Lop gauge	1	Nos	506.05	506.05
20	Tacho meter 3166710	1	Nos	17102.18	17102.18
21	Indicator Restriction	1	Nos	605.15	605.15
22	Kit hydraulic lifting filter & hoses	1	Nos	3420.44	3420.44
23	Hydraulic hose fan drive	2	Nos	3069.62	6139.24
24	Hose Assy	1	Nos	482.37	482.37
25	Hose Assy	1	Nos	482.37	482.37
26	Elbow Hose	3	Nos	3069.62	9208.86
27	Hos Flexible coupling	2	Nos	1140.15	2280.30
28	Hose Flexible	2	Nos	306.96	613.92
29	Auxiliary power contractor 110 VDC	5	Nos	3990.51	19952.55
30	Rotor screen	1	Nos	184.18	184.18
31	O Ring Injector	3	Nos	87.70	263.10
32	Element outer	1	Nos	4885.08	4885.08
33	Element inner	1	Nos	1813.71	1813.71
34	Coil shut down solenoid	1	Nos	3253.80	3253.80
35	Selector switch	1	Nos	1324.32	1324.32
36	Gear Changer Direction switch	1	Nos	30827.78	30827.78
37	LOP switch for TRM	1	Nos	1394.49	1394.49

38	HWT switch for engine	1	Nos	1782.14	1782.14
39	LWL switch for engine	1	Nos	3069.62	3069.62
40	LOT sender	1	Nos	175.41	175.41
41	WT sender	1	Nos	192.95	192.95
42	LOP sender	1	Nos	1140.15	1140.15
43	Fuel Non return valve	1	Nos	1026.13	1026.13
44	Pressure switch	1	Nos	5670.91	5670.91
45	Volt meter 0-50 VDC	1	Nos	1841.77	1841.77
46	Ammeter DC 96-0-150 A	1	Nos	1546.22	1546.22
47	Connector fuel	1	Nos	135.95	135.95
48	Pneumatic Hose 10MM PU	10	Mtrs	153.49	1534.90
49	Hose Hump	1	Nos	2916.15	2916.15
50	Hose Elbow	2	Nos	984.03	1968.06
51	Clamp T bolt	5	Mtrs	187.69	938.45
52	Switch temperature	1	Nos	7125.91	7125.91
53	Diode R1-36301-150	2	Nos	9676.33	19352.66
54	Diode F1-36301-150	2	Nos	8732.64	17465.28
	Total cost of item B for 1st year				270127.83
C	Emergency Incidental breakdown repair to sub-assemblies & component if required (optional) for 1st year (Payment will be made as per actual consumption)	Qty.	Unit	Unit rate of item	Total cost of item
1	Repair of PT pump with calibration	1	Job	30696.23	30696.23
2	Repair recondition of injector	12	Jobs	6577.76	78933.12
3	Recondition of turbo charger assy.	2	Jobs	33327.33	66654.66
4	Recondition of Cylinder bead	2	Jobs	26311.05	52622.10
5	Repair of Water pump if required	1	Job	5262.21	5262.21

6	Supply of pump Gear Fuel if required	1	Job	27626.60	27626.60
	Total cost of item C for 1st year				261794.92
D	Comprehensive maintenance charge for DG set of lifting platform inclusive all minor repair, filter with maintenance of hydraulic lifting platform power pack tank, pump for 1st year	1	Job	43851.75	43851.75
	Total cost of item-D for 1st year				43851.75
E	Maintenance Charges of T/Car No. WDFC 10001 & WDFC 211201 DMW type NTA 855R for 2nd year				
1	Monthly visit Charges for tower wagon checkup including B&C check of engine, traction alternator, traction motors, lifting platform check, & DG set, coach charging alternator, turbo charger preventive maintenance.	24	Visits (Job)	15786.63	378879.12
2	Maintenance of Electro pneumatic control system for shift mechanism, solenoids, valves, cylinders and solenoids etc., contactors, surge suppressors, control equipment's, shunt coil, reversal.	2	Job	31573.26	63146.52
3	Comprehensive maintenance of electrical wiring system of engine control with control panel accessories repairs, including relays and contactors of all tower wagon electrical system, and panels.	2	Job	61392.45	122784.90
4	Servicing cum C maintenance for self-starter & Alternator	2	Job	26311.05	52622.10
5	Servicing & C maintenance for Air Compressor (Tri Cylinder) CAE 1000	2	Job	26311.05	52622.10
6	Material Required During Maintenance - B check kit comprising of fuel filters/oil filters and coolant 5 liter required during preventive maintenance	4	Kit (Set)	4823.69	19294.76

7	Material Required During Maintenance - Air Cleaner Element inner & Outer set	2	Kit (Set)	12278.49	24556.98
8	Material Required During Maintenance - Replacement of V Belt set (yearly) for 110 VDC, Compressor, Engine etc.	2	Set	13155.53	26311.06
9	Consumables - Engine Oil 15-W 40 (120 Lit) per service	480	Lit	263.11	126292.80
10	Consumables - Hardware & Misc. as required /as found	2	Set	14032.56	28065.12
	Total cost of Item E for 2nd year				894575.46
F	List of Emergency Parts to be stock for 8-Wheeler High Rise DETC T/Car for 2nd year (Payment will be made as per actual consumption)	Qty.	Unit	Unit rate of item	Total cost of item
1	Water Pump Assembly	1	Nos	24337.72	24337.72
2	Kit Hydraulic Pump Fan Drive	1	Nos	9757.02	9757.02
3	Oil Seal ACC Drive	1	Nos	166.64	166.64
4	Oil Seal Pulley	1	Nos	254.34	254.34
5	Cylinder head cover Gasket	3	Nos	416.60	1249.80
6	Radiator Hose set	1	Nos	2587.25	2587.25
7	Kit DG set repair with rings and gasket	1	Nos	39729.69	39729.69
8	Rod Push Injector	1	Nos	859.49	859.49
9	Rod push tapet	1	Nos	789.33	789.33
10	Ring Gear	1	Nos	6626.00	6626.00
11	Magnetic switch 24 VDC	1	Nos	640.24	640.24
12	Switch temperature	1	Nos	6332.19	6332.19
13	Thermostat	1	Nos	1324.32	1324.32
14	Temp Sender	1	Nos	321.88	321.88
15	Sender Oil Temp	1	Nos	166.64	166.64
16	Transducer Pressure	1	Nos	1359.40	1359.40
17	Gauge Water Temp	1	Nos	497.28	497.28
18	Gauge Lube Oil	1	Nos	506.05	506.05
19	Lop gauge	1	Nos	506.05	506.05

20	Tacho meter 3166710	1	Nos	17102.18	17102.18
21	Indicator Restriction	1	Nos	605.15	605.15
22	Kit hydraulic lifting filter & hoses	1	Nos	3420.44	3420.44
23	Hydraulic hose fan drive	2	Nos	3069.62	6139.24
24	Hose Assy	1	Nos	482.37	482.37
25	Hose Assy	1	Nos	482.37	482.37
26	Elbow Hose	3	Nos	3069.62	9208.86
27	Hos Flexible coupling	2	Nos	1140.15	2280.30
28	Hose Flexible	2	Nos	306.96	613.92
29	Auxiliary power contractor 110 VDC	5	Nos	3990.51	19952.55
30	Rotor screen	1	Nos	184.18	184.18
31	O Ring Injector	3	Nos	87.70	263.10
32	Element outer	1	Nos	4885.08	4885.08
33	Element inner	1	Nos	1813.71	1813.71
34	Coil shut down solenoid	1	Nos	3253.80	3253.80
35	Selector switch	1	Nos	1324.32	1324.32
36	Gear Changer Direction switch	1	Nos	30827.78	30827.78
37	LOP switch for TRM	1	Nos	1394.49	1394.49
38	HWT switch for engine	1	Nos	1782.14	1782.14
39	LWL switch for engine	1	Nos	3069.62	3069.62
40	LOT sender	1	Nos	175.41	175.41
41	WT sender	1	Nos	192.95	192.95
42	LOP sender	1	Nos	1140.15	1140.15
43	Fuel Non return valve	1	Nos	1026.13	1026.13
44	Pressure switch	1	Nos	5670.91	5670.91
45	Volt meter 0-50 VDC	1	Nos	1841.77	1841.77
46	Ammeter DC 96-0-150 A	1	Nos	1546.22	1546.22
47	Connector fuel	1	Nos	135.95	135.95
48	Pneumatic Hose 10MM PU	10	Mtrs	153.49	1534.90
49	Hose Hump	1	Nos	2916.15	2916.15
50	Hose Elbow	2	Nos	984.03	1968.06
51	Clamp T bolt	5	Mtrs	187.69	938.45
52	Switch temperature	1	Nos	7125.91	7125.91
53	Diode R1-36301-150	2	Nos	9676.33	19352.66
54	Diode F1-36301-150	2	Nos	8732.64	17465.28
	Total cost of item F for 2nd year				270127.83

G	Emergency Incidental breakdown repair to sub-assemblies & component if required (optional) for 2nd year (Payment will be made as per actual consumption)	Qty.	Unit	Unit rate of item	Total cost of item
1	Repair of PT pump with calibration	1	Job	30696.23	30696.23
2	Repair recondition of injector	12	Jobs	6577.76	78933.12
3	Recondition of turbo charger assy.	2	Jobs	33327.33	66654.66
4	Recondition of Cylinder bead	2	Jobs	26311.05	52622.10
5	Repair of Water pump if required	1	Job	5262.21	5262.21
6	Supply of pump Gear Fuel if required	1	Job	27626.60	27626.60
	Total cost of item G for 2nd year				261794.92
H	Comprehensive maintenance charge for DG set of lifting platform inclusive all minor repair, filter with maintenance of hydraulic lifting platform power pack tank, pump for 2nd year	1	Job	43851.75	43851.75
	Total cost of item-H for 2nd year				43851.75
	Total cost of item- A, B, C, D, E, F, G & H of Schedule-2				2940699.92
	Total cost of Schedule-2				2940699.92
	Total of Schedule-1 & Schedule-2				51,43,490.10
<p>Total estimated value is Rs.51,43,490.10 (Rupees Fifty One Lakh Forty Three Thousand Four Hundred Ninety and Ten paise only) excluding of GST</p>					

OFFER SHEET						
Offer to be filled up by Tenderer(s) in below table						
S.N.	Scope of work	Estimated cost (Rs.)	Below/ Above/ At par	% quoted by bidder	% quoted by bidder in words	Total cost
Col.- 1	Col.-2	Col. -3	Col.-4	Col.-5	Col. -6	Col.-7
1	Maintenance for 2 Nos. DETC type 8-wheeler High Rise Tower car for 2 years under CGM Jaipur Unit	51,43,490.10				

Quoting of rates

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

I/We offer and agree to execute the above work at rate uploaded online at www.ireps.gov.in through digital Signature.

Signature of tenderer with seal

END OF DOCUMENT
