



**Dedicated Freight Corridor Corporation
of India Limited**

(A Government of India Enterprise)
Ministry of Railways

Name of work : Maintenance of General Power Supply (E&M) for Station buildings, IMD, IMSD, Service buildings, Staff quarters, any other buildings, electrical assets and other associated works between Marwar to Iqbalgadh under CGM Ajmer unit on contract basis for a period of one year.

Tender No. : AII/EL/Tender/General Power Supply (E&M) / Maintenance /MJ-IQG/2021-22

Single Packet OPEN E-TENDER
(NOT TRANSFERABLE)

Office address:

Office of CGM DFCCIL
A-1, Circular Road,
Near SP GRP office
Kundan Nagar Circle
Ajmer-305001 (Rajasthan)

CHECK LIST

CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE SUBMITTING THEIR TENDERS.		
Sr. No.	Description	Done or Not
1.	Rates have been quoted for All schedules on Basic Cost in terms of percentage in Rate sheet.	
2.	Declaration regarding no relative being employed on DFCCIL has been submitted.	
3.	Tenderer's General information filled up with attached documents /proof page marked/indicated.	
4.	All the Annexure properly filled up and relevant documents attached and indicated in Annexure, where asked.	
5.	Company seal should be put.	
6.	Earnest Money & Tender Fee Deposit as per NIT	
7.	The tender shall be accompanied with the following, to be uploaded online:	
	1 Copies of Earnest Money Deposit and Tender Fee as per NIT	
	2 Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as per Tender Notice.	
	3 Partnership deed/ resolution as applicable.	
	4 Power of Attorney as applicable.	
	5 Any other relevant document.	
8.	Corrigendum if any issued by DFCCIL, for this tender.	
9.	RATES TO BE QUOTED ONLINE ONLY.	

INDEX

PART/ CHAPTERS	DESCRIPTION	PAGE NO.
General	Instructions to bidders for Online bidding	4-13
PART - I		
Chapter I	Notice Inviting E-Tender	14-16
Chapter II	General Information / Data sheet	17-18
Chapter III	Preamble and General Instructions to Tenderers	19-32
Chapter IV	General Conditions of Contract	33-63
Chapter V	Special Conditions of Contract	64-72
PART - II	Annexure	73-107
PART - III	Financial offer	108-111

Instructions to bidders for online bidding

Instructions to bidders for online bidding

- 1.1 E-Tender has been invited under 'single packet' system.
- 1.2 The tender(s) can download the Bid document online from the website address <http://www.ireps.gov.in/DFCCIL> as per the date & timing mentioned in SECTION –I of the bid document.
- 1.3 Tender document is also available on the official web site i.e., www.dfccil.gov.in.
- 1.4 The tender fee and EMD as per tender document are to be deposited through net banking or payment gateway, as per address given in Bid document before the schedule date and time of submission of the tender otherwise the Bid will not be considered and shall be summarily rejected.
Alternatively, tender fee and EMD can also be deposited by RTGS before the last date and time of submission of online bid. In such case, no documents are required to be deposited physically in the tender box. Scanned copy of RTGS receipt, duly indicating UTR number should be uploaded online along with the tender. Details of DFCCIL/Ajmer bank account for making payment by RTGS are as under:

Name	CPM DFCCIL Ajmer
Bank account number	309801010900234
IFSC code	UBIN0546836
Bank Name	Union Bank of India
Bank Branch	UBI Moti Bagh, New Delhi-110066

- 1.5 The entire bid document shall be scanned & uploaded online on the website. The hard copy of those pages should be scanned after signed and stamp. Tender document shall be accompanied with the scanned copies of Bid deposit in proper form, document about the status of the firm such as partnership deed etc. power of Attorney; documents in support of the of Tender(s), all documents mentioned in the checklist.
- 1.6 All tender shall be uploaded in accordance with the instruction contained in these documents (hereinafter called as tender document). Non-Compliance with any of the instruction set forth herein above is liable to result in the tender being rejected.
- 1.7 A firm shall submit only one offer against the E-Tender. In case, a firm submits more than one Tender, such a firm will be disqualified.
- 1.8 In preparing the Proposal, Tenderer(s) are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Tenderer(s) and will result in rejection of the proposal submitted by the Tenderer(s).
- 1.9 If the Tenderer(s) deliberately gives/ give wrong information in his / their tender or creates /create circumstances for the acceptance of his/ their tender, the DFCCIL reserves the right to reject such tender at any stage.
- 1.10 The proposal shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 1.11 While quoting the online rates in bid sheet provided on www.ireps.gov.in/DFCCIL Tender(s) are expected to take into account the requirement and conditions of the tender documents.
- 1.12 A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the Tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also be prepared on the basis of master document kept in the office of tender inviting authority.
- 1.13 The Tenderer(s) downloading the documents from internet must keep themselves updated through the

website from which the tender document is downloaded regarding corrigenda, if any, to the notice inviting tender or the tender document, which shall be uploaded in the same website only. The offers received without such corrigenda published shall be liable to be rejected.

1.14 Any willful changes/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/ award of tender or after award of work and the same may result in penal action including banning of further business with the defaulting Tenderer(s). In addition, the Tenderer(s) are liable to be prosecuted for the same as per law.

1.15 The Tenderer(s) whether a sole proprietor, a limited company or a partnership firm, if they want to act through agent or individual partner/partners should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public, or by Magistrate in favour of the specific person whether he/they be partner/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

1.16 **Priorities of documents:**

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

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

2.0 SUBMISSION OF TENDER

2.1 All Tenders shall be submitted online.

2.3 Venue of submission of tender: - No tender will be accepted/received offline or in any office.

2.3 The mandatory seal & signed of all pages should be submitted online not later than date and timings mentioned as in NIT in SECTION-1 of the tender document.

2.4 Any tender and tender fee & EMD received late are liable to be rejected summarily.

3.0 TENDER OPENING

3.1 Date and Time of online opening of the tender: - As indicated in the NIT in Section-1 of tender document.

3.2 Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever.

3.3 If the date of opening is declared as holiday then the tender shall be accepted upto 15:00 hrs of the next working day and the same will be opened at 15.30 hrs on the same day i.e., next working day.

3.4 On the date specified in the tender notice, the rates of all tenders(s) will be available online.

4.0 GENERAL INFORMATION

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

4.2 No extension in the Tender Due Date shall be considered on account of internet speed or any technical fault.

4.3 Issuance of Tender documents will not automatically mean that such parties are considered qualified.

4.4 The agency will be awarded initially work for period specified vide clause 2.2 of tender document.

4.5 DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.

5.0 VALIDITY OF PROPOSAL

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

6.0 TENDER FEE

- 6.1 The tender fee and EMD as per tender document are to be paid by the tenderer only through net banking or payment gateway only before the schedule date and time of submission of the tender otherwise the Bid will not be considered and shall be summarily rejected. Scanned copy of the same should be uploaded online as specified in Section-3 para 3.1.5 and 3.1.6 of the tender document. Alternatively, tender fee can also be deposited by RTGS. Tender Fee is non-refundable.
- 6.2 Offers without valid tender fee will be summarily rejected.
- 6.3 Tender processing fee as per applicable rates, payable through the e-payment Gateways are non-refundable.
- 6.4 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.

7 EARNEST MONEY

Nil

8.0 ELIGIBILITY CRITERIA

- 8.2 The tenderer must submit the documents in favour of fulfilling the eligibility criteria. Tenders submitted without these documents shall be summarily rejected.
- 8.3 The eligibility criteria have been defined in bid document should be submitted online.

9 FIRM DETAILS, SIGNATURE OF TENDERS & DOCUMENTARY PROOF

- 9.1 The Tender must contain the full name, designation and complete address of place of business of the person(s) signing the Tender. Tenderer(s) shall furnish "BRIEF DETAILS OF THE TENDERER(S)" as per (Annexure-IV).
- 9.2 The Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer(s). Any individual or individuals signing the Tender Documents or other documents connected therewith should specify whether he is signing.
- a) As a Sole Proprietor of the firm or Attorney of the Sole Proprietor; or
 - b) As a Partner or Partners of the firm; or
 - c) As a Director, Manager or Secretary in a Limited Company etc.
- 9.3 The Tenderer (s)/s whose tender is accepted will be required to appear at the office of the chief General Manager, DFCCIL A-1, Circular Road, Near SP GRP office, Kundan Nagar circle, Ajmer- 305001, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Earnest Money accompanying the tender shall stand forfeited.

10.0 PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER

- 10.1 Tenderer(s)'s have to quote the Commission/Service/Administrative charges in terms of a flat single percentage (%) in the schedule-I of the document. This percentage shall be applicable on each item of the Schedule-I uniformly.
- 10.2 Rates are inclusive of labour, material, all statutory taxes and obligations of Central Govt. and State Govt. / local bodies as applicable at the time of the opening of the tender, unless otherwise specified separately in this tender document. The Tender prices shall be in Indian rupees only.
- 10.3 Taxes, if any, levied after opening of the tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General Conditions of Contract & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.
- 10.4 Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.
- 10.5 All information in the Tender shall be in English and Hindi only. Failure to comply with these requirements will render the Tender liable for rejection.

11.0 PROPOSAL EVALUATION

- 11.1 A single stage procedure shall be adopted in evaluating the proposals.
- 11.2 The Evaluation Committee appointed by DFCCIL shall carry out its evaluation on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria.
- 11.3 The proposal of the Tenderer(s) will be assessed only based on the information/documents submitted along with the tender. However, DFCCIL reserves the right to seek clarification from the Tenderer(s), if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax / e-mail and the Tenderer(s) will be required to submit clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the technical proposal
- 11.4 The Proposals shall be opened publicly in the presence of the Tenderer(s)' representatives who choose to attend. The name of the Tenderer(s), the proposed prices shall be read aloud and recorded after opening the proposal. The Client shall prepare minutes of the public opening.
- 11.5 The successful Tenderer(s) would be selected on the basis of least commission quoted by the Tenderer(s) on the pay payable to the outsourced person as indicated in Annexure-I. In case of a tie, tenderer having higher valued credentials under clause 4.14(2), of Section-4 will be considered.

12 ENGAGEMENT OF PERSONNEL

- 12.1 Persons provided should possess experience of job and have good behaviour and unblemished record and character.

13 AWARD OF CONTRACT

- 13.1 The DFCCIL will issue a letter of Acceptance to the successful Tenderer.
- 13.2 Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between DFCCIL and Tenderer subject to the modifications, as may be mutually agreed to and indicated in the letter of acceptance.
- 13.3 The successful Tenderer will be required to execute the Contract Agreement within 7 days of receipt of notice by the DFCCIL Administration that such document is ready, as per conditions mentioned in Tender Document, General Conditions of Contract (section 4) and Special Conditions of Contract (section 5).

- 13.4 The successful firm /Tenderer with whom the contract is signed shall commence the assignment within 15 days from the date of issue of acceptance letter.
- 13.5 All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the contractor.

14 CONFIDENTIALITY

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

15 CHECK LIST

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

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

16.0 Additional instructions

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

Instructions:-

16.1 Online Bidding Methodology:

Online Bid System

16.2 Broad outline of activities from Bidders perspective:-

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

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

screens of the ETS.

Note 1:- It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting on line submission. The price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

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

17 Digital Certificate:

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

18 Registration:

The Tender documents can be downloaded from the website: ireps.gov.in/DFCCIL and to be submitted in the e-format. Cost of the Tender Documents and Bid Security (EMD) has to be submitted to DFCCIL's account. The EMD cost as described in the NIT header will be submitted by the tenderer only through net banking or payment gateway only before the schedule date & time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified, It is the responsibility of the bidders to keep themselves abreast of such amendments before submitting the tender documents.

Note:

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

Intending bidders are requested to register themselves through ireps.gov.in/DFCCIL for obtaining user-ID, Digital Signature etc. by paying vendor registration fee and processing fee for participating in the above mentioned tender.

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.

19 DFCCIL, has decided to use process of E- Tendering for inviting this tender and thus the physical copy of the tender documents would not be sold/accepted.

20 To participate in E-tender, it is mandatory for Tenderer (S) to get themselves registered with the **ireps** and to have user ID & Password. Payment of registration fee can be done through ireps.gov.in/DFCCIL

DFCCIL Contact- 1	Chitranjan kumar
Telephone/Mobile No.	8824912194
E-mail ID	cranjan@dfcc.co.in

DFCCIL Contact- 2	M. A. Siddiqui
Telephone/Mobile No.	8003899335
E-mail ID	masiddiqui@dfcc.co.in

DFCCIL Contact- 3	F S Yadav
Telephone/Mobile No.	8003899330
E-mail ID	fsyadav@dfcc.co.in

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

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

- 21.1 The tenderer shall deposit EMD & cost of BID document through net banking or payment gateway before the scheduled date and time of submission of the tender, otherwise the Bid will not be considered. Tender fee and EMD can also be deposited through e-payment. The tender processing fees, as per applicable rate payable through the e- payment gateways to ITI limited is Non-refundable.
- 21.2 Tender documents (s) in original, duly filled in should be signed by bidder or his Authorize representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.
- 21.3 Copy of PAN card.
- 21.4 The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.
- 21.5 In case of proprietorship firm bidder will submit an affidavit, attested by Notary Public that "I am a sole proprietor of the firm _____" in case of _____ proprietorship firm on Non judicial stamp paper of Rs. 500/-
- 21.6 Bidder's profile duly filled in, as per tender document.
- 21.7 Power of Attorney.
- 21.8 Article of association and memorandum in case of private/public limited company.
- 21.9 Copy of E.P.F. registration.
- 21.10 Copy of ESI Certificate.
- 21.11 Copy of GST registration no.
- 21.12 Certificate for non near relative in DFCCIL.
- 21.13 The tender fee and EMD as per tender document is to be deposited through net banking or payment gateway, as per address given in Bid document before the schedule date and time of submission of the tender otherwise the Bid will not be considered and shall be summarily rejected.

Alternative, tender fee and EMD can also be deposited by RTGS before the last date and time of submission of online bid. In such case, no documents are required to be

deposited physically in the tender box. Scanned copy of RTGS receipt, duly indicating UTR number should be uploaded online along with the tender. The entire bid document shall be scanned & uploaded online on the website. The hard copy of those pages should be scanned after signed and stamp.

- 21.14 Note: - Any discrepancy found in the downloaded tender document submitted by the bidder compared to uploaded tender document, the tender document uploaded by the DFCCIL will be treated as valid and any changes (found in the tender document submitted by the bidder) at any stage, will be treated as fraud done to the DFCCIL, and will be liable to cancellation of agreement done (if any) & appropriate action will be taken against the bidder.

22.0 The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission dead line on ETS (DFCCIL will not be responsible for any problem arising out of internet connectivity issues).

Method for submission of bid documents

In this TENDER the bidder has to participate in e-bidding online.

Note: The Bidder has to upload the Scanned copy of all above said documents during Online Bid submission also. In case tender fee and EMD are paid through e-payment, then scanned copy of receipt duly indicating UTR number is to be uploaded.

23.0 Price schedule

Utmost care may kindly be taken to upload price schedule. Any change in the format of price Schedule file shall render it unfit for bidding. Following steps may be followed.

- i) Download price schedule part
- ii) Fill rates in down loaded price schedule
- iii) Save filled copy of downloaded price schedule file in your computer and remember its name & location for uploading correct file (duly filled in) when required.
- iv) Tenderer(s) should download 'financial offer xls' file, quote their rates in the applicable field and save it. Tenderer(s) can upload the filled up 'financial offer xls' file. Name of the downloaded 'financial offer xls' file must not be changed.
- v) **Contractor 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.

24.0 Modification / Withdrawal of bids:

- (i) The Bidder may modify/ withdraw its e- bid after submission prior to the Bid Due Date & time. No Bid shall be modified / withdrawn by the Applicant on or after the Bid Due Date & time.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent

to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

- (iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

Other instructions

For further instructions, the vendor should visit the portal (ireps.gov.in/DFCCIL), and login to it and upload documents of bid.

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

NOTICE INVITING E-TENDER

PART -I**Chapter I****DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED****(A GOVERNMENT OF INDIA ENTERPRISE)**

No. AII/EL/Tender/General Power Supply (E&M) / Maintenance /MJ-IQG/2021-22

NOTICE INVITING TENDER**National Competitive Bidding**

Dear Sirs,

Name of work: Maintenance of General Power Supply (E&M) for Station buildings, IMD, IMSD, Service buildings, Staff quarters, any other buildings, electrical assets and other associated works between Marwar to Iqbalgadh under CGM Ajmer unit on contract basis for a period of one year.

CGM, Dedicated Freight Corridor Corporation of India Limited, A-1Circular Road, near SP, GRP office, Ajmer-305001 India, invites e-tenders on single packet system on prescribed forms from firms / Companies/Joint Ventures having requisite experience and financial capacity for execution of the following work:

Table 1				
S. N.	Name of work	Tender cost (Rs)	Earnest money (Rs)	Completion Period
1	Maintenance of General Power Supply (E&M) for Station buildings, IMD, IMSD, Service buildings, Staff quarters, any other buildings, electrical assets and other associated works between Marwar to Iqbalgadh under CGM Ajmer unit on contract basis for a period of one year.	Rs.66,76,560/- (Rs. Sixty Six Lakh Seventy Six Thousand Five Hundred and Sixty only)+ GST	Nil	Total 12 (Twelve) Months

- 1.1.1** Eligibility shall be assessed on applicants, fulfilling the technical capability and competence as well as for financial and organizational resources as specified in clause no.1.3.13 (i) A & B of Preamble and General Instruction to tenders (Part - I, Chapter III).
- 1.1.2** Tender document can be downloaded from the website ireps.gov.in/DFCCIL and www.dfccil.gov.in. The Tender Bid shall be submitted online on website ireps.gov.in/DFCCIL up to 12.04.2021 up to 15:00 hrs. Tenderer are advised not to make any correction/addition /alteration in the downloaded tender documents. If any such correction/addition /alteration in downloaded tender documents are made such tenders shall not be considered.
- 1.1.3** DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases the addendum(s)/corrigendum(s) shall be placed on DFCCIL's website:ireps.gov.in/DFCCIL and www.dfccil.gov.in. The tenderer who have downloaded the tender documents from the website before issue of addendum(s)/corrigendum(s) 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 tenders. Any tender submitted without addendum(s)/corrigendum(s) (if any) shall be summarily rejected.

- 1.1.4** The tender documents shall be in single sealed packets. Detailed credential as per the requirement of eligibility criteria and all tender papers are to be submitted in technical bid. Summary of Prices (Form No. 3) with % age above or below or at par on the amount of schedules "A" & "B" duly filled in along with Schedule of Prices (Form - 4) are to be submitted in "Financial Bid".
- 1.1.5** Tender shall be submitted as per "General Instruction to Tenderers" forming as part of the complete tender documents. Tenders shall be opened at 15:30 hours on 12.04.2021.
- 1.1.6** Any tender received without Earnest money and cost of tender documents shall not be considered and shall be summarily rejected.
- 1.1.7** DFCCIL reserves right to cancel the tender before submission/opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
- 1.1.8** 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. EMD of such tenderers shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
- 1.1.9** Information as required as per various Forms to tender document should be submitted by the tenderers without fail strictly as per formats.
- 1.1.10** The validity of offer shall be 90 days from the date of opening of the tender and extend further if required from time to time. The Bidder cannot withdraw their offer within the period of validity/extended validity lest liable to be disqualified.

GENERAL INFORMATION/ DATA SHEET

PART – I**Chapter II**

Tender No.	AII/EL/TENDER/General Power Supply (E&M)/ Maintenance /MJ-IQG/20201-22 Date 24.03.2021
Name of Work	Maintenance of General Power Supply (E&M) for Station buildings, IMD, IMSD, Service buildings, Staff quarters, any other buildings, electrical assets and other associated works between Marwar to Iqbalgadh under CGM Ajmer unit on contract basis for a period of one year.
(a) Tender Value	Rs. 66,76,560/- (Rs. Sixty Six Lakh Seventy Six Thousand Five Hundred and Sixty only)+ GST
(b) Completion Period	12 months.
(c) Earnest Money	Nil
(d) Tender Fees	Nil
(e) Last Date and Time of Downloading of Tender from website ireps.gov.in/DFCCIL and www.dfccil.gov.in	12.04.2021 up to 15:00 hrs.
(f) Last date and Time of online submission of Tender on website ireps.gov.in/DFCCIL	12.04.2021 up to 15:00 hrs
(g) Date and Time of Opening of Tender (Technical bids -Packet A)	12.04.2021 at 15:30 hrs
(h) Validity of offer	90 days
(i) Retention Money / Security Deposit	5 % of Contract Value.
(j) Performance Bank Guarantee	Performance Guarantee (PG) have to be submitted within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA), amounting to 3% of the contract value in the form as given in clause 16.4 of GCC.

NOTE : Contractor should bear the fact in mind while quoting the rates that GST will be paid by Contractor as per prevailing rates as applicable. Documentary evidence of deposition of GST will be produced by contractor.

PREAMBLE & GENERAL INSTRUCTION TO TENDERERS

PART I

Chapter- III

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

1.3.1 Introduction

(i) General

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), a public sector under taking has been set up under the Indian Companies Act, 1956 for implementation of Dedicated Freight Corridor Project. Government of India is the sole shareholder of the DFCCIL.

Ministry of Railways (MOR), Government of India has planned to construct Dedicated Freight Corridor (DFC) covering about 3338 route Kilometres on Eastern and Western Corridors. The coverage of Eastern Corridor is from Ludhiana to Dankuni and Western Corridor is planned from Jawaharlal Nehru Port, Mumbai to Rewari /Tughlakabad /Dadri near Delhi. There will be a linkage between two corridors at Dadri.

(ii) Dedicated Freight Corridor

Eastern DFC Route will be approximately 1839 Km long from Dankuni to Ludhiana via Dankuni – Asansole – Dhanbad – Gaya – Sonnagar - Mughalsarai - Allahabad - Kanpur - Tundla - Aligarh - Khurja - Bulandshahr – Meerut – Saharanpur – Ambala - Ludhiana.

Western DFC Route will be approximately 1520 Km long from Dadri to JNPT via Rewai – Iqbalgarh - Vadodara- JNPT. Proposed alignment of DFC has been generally kept parallel to existing Indian Railway line except provision of detours at some stations where the existing yards /cities are congested. In Ajmer unit of Western Dedicated freight corridor, Operation and Maintenance of various electrical assets is to be done on contract basis for a period of one year.

(iii) Scope of Work

On behalf of President of India, Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, A-1 Circular Road near SP GRP office, Ajmer-305001, India herein after referred to as 'DFCCIL' is inviting e-tenders from Firms/ Companies having requisite experience and financial capacity for execution of the following work:

“Maintenance of General Power Supply (E&M) for Station buildings, IMD, IMSD, Service buildings, Staff quarters, any other buildings, electrical assets and other associated works between Marwar to Iqbalgadh under CGM Ajmer unit on contract basis for a period of one year.”

IV) Scope of work is as per the requirements given in the bid document but not limited to:

- (a) The proposed work mainly comprises of operation and maintenance of various electrical assets at DFCCIL stations buildings, IMD, IMSD, residential staff quarters, service buildings any other buildings and other associated works at Six Stations as New Jawali, New Biroliya, New Keshavganj, New Banas, New Swaroopganj and New Srimirgadh in section Marwar to Iqbalgadh"

(b) Other miscellaneous works.

(v) Cost of the work:

The estimated cost of the tendered work is Rs.66,76,560/-(Sixty Six Lakhs Seventy Six Thousand Five Hundred and Sixty only). Contractor 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.

(vi) The tenderer shall be governed by General Conditions of Contract (GCC), Preamble and General Instructions to Tenderers (ITT) and Special Conditions of Contract (SCC). Wherever, there is a conflict in any condition between GCC and Special Conditions of Contract mentioned in the tender documents, the condition mentioned in Special Conditions of Contract will prevail. However, Engineer's decision in this connection shall be final and binding.

Part I, Chapter-IV and V of the tender document contains General Conditions of Contract and Special Conditions of Contract specific to this work and shall be applicable in the contract.

(vii) Location

Works are to be executed Marwar-Iqbalgadh section under Chief General Manager, Ajmer Unit. However, DFCCIL reserves right to change the site of work anywhere in adjacent / adjoining area of the work defined in Para 1.3.1 (iii) above in the jurisdiction and the contractor shall be bound to execute the work without any extra cost.

1.3.2 (a) Tender Bid

The Tender Bid shall be submitted **through online only on website ireps.gov.in/DFCCIL** as under:-

The detailed procedure for tender opening and processing is given in Para 1.3.5.

1.3.2 (b) Form of Tender

The Tender documents shall be in **single packet :-**

Detailed credentials as per the requirement of eligibility criteria and all tender papers including Summary of Prices and Schedule of Prices are to be submitted in "TECHNICAL BID". Summary of Prices and Schedule of Prices with percentage above /below / at par duly filled in are to be submitted in "FINANCIAL BID".

Tenders not submitted in the proper Forms are liable to be rejected.

S. No	Description	Documents
(1)	Offer letter complete.	Form No.1
(2)	Tenderer's credentials in accordance With para1.3.13 (i) & (ii) of Preamble and General Instructions to Tenderers.	Form No. 2A, 2B & 2C
(3)	Summary of Prices, Schedule of Prices & Total Prices	Financial offer sheet
(4)	Earnest money in accordance with Para 1.3.8 and Cost of Tender Document in case of downloaded tenders in accordance with Para1.3.4.3 of Preamble and General Instructions to Tenderers in an envelope.	
(5)	Written confirmation authorizing the signatory of the tender to commit the tenderer and other documents as per format as applicable, in accordance with para1.3.6 of Preamble and General Instructions to Tenderers.	
(6)	A copy of the tender papers duly signed in ink & stamp by the tenderer, on each and every page in token of his having studied the tender papers carefully shall be scanned and uploaded.	

1.3.3 Tender Document

This tender document consists of following five parts along with Instructions to bidders for online bidding:

CHAPTERS	DESCRIPTION
	Instructions to bidders for online bidding
PART - I	
Chapter I	Notice Inviting E-Tender
Chapter II	General Information / Data sheet
Chapter III	Preamble and General Instructions to Tenderers
Chapter IV	General Conditions of Contract
Chapter V	Special Conditions of Contract
PART - II	Annexure
PART - III	Financial offer

1.3.4 Sale and Submission of Tender Document

1.3.4.1 Tender document can be downloaded from the websites: ireps.gov.in/DFCCIL or www.dfccil.gov.in . Cost of Tender document shall be paid through net banking or payment gateway of Rs.-Nil- payable at Ajmer in favour of CPM/DFCCIL/Ajmer. The cost of the tender form is not refundable and also not transferable.

The tender fee and EMD as per tender document is to be paid by the tenderer only through net banking or payment gateway of ireps only before the schedule date and time of submission of the tender otherwise the Bid will not be considered and shall be summarily rejected.

Alternative, tender fee and EMD can also be deposited by RTGS before the last date and time of submission of online bid. In such case, no documents are required to be deposited physically in the tender box. Scanned copy of RTGS receipt, duly indicating UTR number should be uploaded online along with the tender. Details of DFCCIL/Ajmer bank account for making payment by RTGS are as under:

Name	CPM DFCCIL Ajmer
Bank account number	309801010900234
IFSC code	UBIN0546836
Bank Name	Union Bank of India
Bank Branch	UBI Moti Bagh, New Delhi-110066

The entire bid document shall be scanned & uploaded online on the website. The hardcopy of those pages should be scanned after signed and stamp

1.3.4.2 Clause applicable for tender documents downloaded from Internet

Tenderer/s is free to download tender documents at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. Master copy of the tender document will be available in the office of Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, A-1 Circular Road Near SP, GRP, office, Ajmer-305001 India. After award of the work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, A-1 Circular Road Near SP, GRP, office, Ajmer-305001 India and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents downloaded from the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

1.3.4.3 Cost of Tender documents downloaded from internet

Tender documents are available on Dedicated Freight Corridor Corporation of India Limited website i.e. ireps.gov.in/DFCCIL or www.dfccil.gov.in and the same can be downloaded and used as tender documents for online submitting the offer. The cost of the tender document as indicated above in para 1.3.4.1 above will have to be deposited by the tenderer through net banking or payment gateway payable in favour of CPM/DFCCIL/Ajmer. This should be paid separately and not included in the earnest money. **In case, the cost of the tender document as detailed above is not deposited, tender will be summarily rejected.**

1.3.4.4 Complete tender documents must be submitted online duly completed in all respect **up to 15.00 Hrs. on 12.04.2021** The **TECHNICAL & FINACIAL BID** will be opened at **15.30 Hrs.** on the same day. Any modified date and time for online submission of tenders shall be uploaded on DFCCIL website ireps.gov.in/DFCCIL

1.3.4.5 Each page of the tender papers is to be digitally signed by the tenderers or such person/s on his/their behalf that is/are legally authorized to sign for him / them.

1.3.4.6 Care in Submission of Tenders –

Before submitting a tender, the 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 quoted rates by tenderer in tender forms are adequate and all- inclusive in item of Taxes (including GST), Duties & Levies etc. in terms of General/Special Conditions of contract for the completion of works to the entire satisfaction of the Employer.

1.3.4.7 Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.

1.3.4.7.1 All communication between the Employer and the tenderer shall be in writing. For the purposes of seeking clarification, the Employer's address is:

Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, A-1 Circular Road Near SP, GRP office, Ajmer-305001 , India Telephone:
Electronic mail address: fsyadav@dfcc.co.in

1.3.5 Opening of Tender:

- (a) Tender will be opened at 15.30 hrs. on 12.04.2021 in the Dedicated Freight Corridor Corporation of India Limited, Conference Room; **Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, A-1 Circular Road Near SP, GRP office, Ajmer-305001.**
- (b) After the opening of “TECHNICAL & FINANCIAL BID” of all the tenderers, these bids shall be scrutinized and analyzed. If found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose bid are considered complete and meet eligibility criteria shall be short listed.
- (c) The earnest money of non-qualifying tenderers will be returned back within a reasonable period.

1.3.6 Constitution of the Firm:

1.3.6.1 Tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership firm / Company. The tenderer(s) who is / are constituents of the firm / Company, shall enclose self-attested copies of the constitution of their concern, Partnership Deed and Power of attorney along with their tender. Tender documents in such cases shall be signed by such persons as may be legally competent to sign them on behalf of the firm / company as the case may be.

1.3.6.2 The tenderer shall give full details of the constitution of the Firm /Company and shall also submit following documents (as applicable), in addition to documents mentioned above:

- (a) Sole Proprietorship Firm: The tenderer shall submit the notarized copy of the affidavit.
- (b) Partnership Firm : The tenderer shall submit self-attested copies of (i) registered / notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the agreement, witness measurements, sign measurement books, receive payments, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm,

Sign "No claim Certificate", refer all or any dispute to arbitration and to take similar action in respect of all tenders / contracts or said tender / contract.

- (c) Companies registered under Companies Act-1956: The tenderer shall submit (i) the copies of Memorandum of Association (MOA) and Articles of Association (AOA) of the company; and (ii) Power of attorney duly registered / notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the tender on behalf of company.

1.3.6.3 If it is mentioned in the tender submission that it is being submitted on behalf of / by a sole Proprietorship Firm / Partnership Firm / registered Company etc. but above- mentioned documents (as applicable) are not enclosed along with tender, the tender may be rejected.

If it is NOT mentioned in the tender submission that it is being submitted on behalf of / by a Sole Proprietorship Firm / Partnership Firm / Registered company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

After opening of the tender, any document pertaining to the constitution of the Firm shall neither be asked nor be entertained / considered by DFCCIL.

1.3.6.4 A tender from Partnership Firm etc. shall be considered only where permissible as per the tender conditions.

1.3.6.5 The DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the Firm made subsequent to the submission of tender. It may, however, recognize such power of attorney and changes after obtaining proper legal advice.

1.3.7 Validity of Tender:-

Tenderer shall keep his offer open for a minimum period of 90 days from the date of opening of the tender or as mentioned in the Tender Notice.

1.3.8 Earnest Money:-

For the subject tender, the Earnest Money deposit shall be Rs **NIL** and shall be governed by following Para.

In case the Earnest Money Deposit for the tender is NIL, following conditions shall be fulfilled These instructions shall be followed for all works & service tenders on DFCCIL, published on or after 18:00 hrs of 16.01.2021 and shall be valid for all the tenders issued till 31.12.2021 (including 31.12.2021)

- (i) Tender shall submit the Bid Security declaration duly signed by the tenderer as per the proforma at Annexure.
- (ii) In case, the tenderer withdraw the bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/ Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, the bidder shall be banned from submission of bids in any Works/ Service Tender issued by DFCCIL for a period of 12 months from the date of such banning done on e-platform IREPS.
- (iii) The banning shall be as per the decision of Competent Authority and banning shall be effective w.e.f. date and time when same is done on IREPS by 'department Admin'.
- (iv) The defaulting bidder shall be banned as per the provision made in IREPS in case partnership firm/JV is banned, all members of partnership firm including firm/ all constituents of JV including JV shall be banned from submission of bids and details of all shall be uploaded on IREPS.
- (v) It is responsibility of Tender Committee or Direct Acceptance Authority (in case of direct acceptance), for the tenders invited on IREPS or otherwise, to check up on IREPS, whether the bidder is banned or not from bidding on the date of closing of tender.
- (vi) Whenever a bidder is banned or banning is revoked, a system generated SMS as well as e-mail shall be sent to bidder. Full details related to banning will also be available to IREPS registered firms through their IREPS account.
- (vii) If the bidder is banned for submission of bids on the date of closing of tender, such bid, even if received, shall be treated as invalid while evaluating the bids.
- (viii) If a bidder is banned for submission of bids on the request of bidder in writing to tender calling authority, ban can be revoked by the Authority who had banned the bidder earlier, on submission to DFCCILs by bidder (including Start-ups, 100% Govt. owned PSUs & Labour Co-operatives), an amount equivalent to FULL Earnest Money Deposit that would have been worked out by DFCCILs for that tender as per existing instructions on the date of inviting tenders if Earnest Money Deposit would have been taken in place of Bid Security Declaration while inviting tenders.
- (ix) On receipt of request from bidder for revocation of ban on submission of bids, the Authority who had banned the bidder from submission of bids, shall intimate in writing to bidder the amount the bidder has to deposit with DFCCILs. Bidder in turn shall deposit the required amount in DFCCIL earnings and submit the receipt for the same.
- (x) Revocation shall be automatic on expiry of banned period. However, in case revocation is done before expiry of banned period, the banning shall stand revoked w.e.f. date & time when the same is done on IREPS by Department Admin.

(Railway Board Letter no 2020/CE-I/CT/3E/GCC/Policy dated 30.12.20)

1.3.9 Execution of Contract Agreement:-

The Tenderer whose tender is accepted shall be required to appear in person at the office of Chief General Manager/Co, Dedicated Freight Corridor Corporation of India Limited, A-1 Circular Road, Near SP, GRP office, Ajmer-305001 India or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within 30 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tenderer whose tender is accepted refuses to execute the contract agreement as here in before provided, DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the Earnest Money.

1.3.10 Security Deposit on Acceptance of Tender:

The security deposit / rate of recovery / mode of recovery on acceptance of tender shall be as per the Para 16(1) to 16(3) Of General Conditions of Contract (GCC).

1.3.11 Tenderer's Address

The tenderer should state in the tender his postal address legibly and clearly. Any communication sent in time, to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time. Important documents should be sent by registered post.

1.3.12 Right of DFCCIL to Deal with Tenders

(a) The DFCCIL reserves the right of not to invite tenders for any of DFCCIL work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or to reject any tender or all tenders without assigning reasons for any such action.

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

1.3.13 (i) Eligibility Criteria

(A) : Technical Eligibility Criteria

Criteria	Compliance Requirement	Documents
Requirement		Submission Requirements
(i) The tenderer firm must have satisfactorily completed at least one single work in last three previous financial years and the current financial year up to the date of submission of tender, of similar nature for a minimum value of 35% of advertised value of tender.	Must meet requirement	The tenderer shall submit the completion certificates / certified completion certificates from the client(s) and or Photostat of original certificates of client. All documents either original or photocopy should be attested by Notary.

Note:

1. In case the tenderer/s is a partnership firm, the work experience shall be in the name of partnership firm only.
2. Completion certificate from Govt. organization /PSUs/Public Limited Company will be accepted. The certificate from Private individual/Private Company for whom such works are executed shall not be accepted.

Following will be considered as similar work:-

“Satisfactory execution or maintenance of any electrical work related to HT/LT installations at station buildings/staff quarters /service buildings etc.”

(B) : Financial Eligibility Criteria

Criteria	Compliance Requirement	Documents
Requirement		Submission Requirements
The contractual payments received by the tenderer in the previous three financial year and the current financial year up to the date of submission of tender shall be at least 150% of advertised value of tender.	Must meet Requirement	TDS certificates/ Audited balance sheets and or Photostat of TDS certificates/Audited Balance sheets clearly indicating the contractual amount received. All documents either original or photocopy should be attested by Notary.

Note: In case the tenderer/s is a partnership firm, the turnover etc. shall be in the name of partnership firm only.

1.3.13 (ii) Credentials of Tenderer

The tenderer shall provide satisfactory evidence in support of their technical and financial eligibility, which are acceptable to DFCCIL, as follows:

- (a) For Technical eligibility criteria, the details will be submitted in Format-I No. 2A along with supporting documents.
- (b) For Financial eligibility criteria, the details will be submitted in Form No. 2B along with supporting documents.
- (c) The tenderer shall submit the completion certificates/certified completion certificates from the client(s) or Photostat of original certificates of client. All documents either original or photocopy should be attested by Notary. These certificates should indicate the details of works carried out and successful commissioning of similar type of work executed by the tenderer. Completion certificate from Govt. organisation/PSUs/Public Limited Company will be accepted. The certificate from Private individual/Private Company for whom such works are executed shall not be accepted. In case, the work is executed for Public Limited Company, copy of work order, bill of Quantity, TDS certificate payments received and copy of final/last bill paid by client shall be submitted.

The following will be applicable for evaluating the eligibility:

- (i) Similar nature of work physically completed within the qualifying period, i.e. last three financial year and the current financial year (even though the work might have commenced before the qualifying period) shall only be considered in evaluating the eligibility.

- (ii) The total value of similar nature of work completed during the qualifying period and not the payment received within qualifying period alone, shall be considered. In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deductions is to be considered.
However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original contract agreement value or last sanctioned contract agreement value whichever is lower, shall be considered for judging eligibility.
- (iii) As proof of sufficient financial capacity and organizational resources, contractor should have received total payments against satisfactory execution of all completed /on-going works of all types (not confined to only similar works) during the last three financial years and in the current financial year (up to the date of submission of the tender) of a value not less than 150% of advertised tender value.
- (iv) Tenderer shall submit a statement of contractual payments received during last three financial years and current financial year on the prescribed Performa as per Form No. 2B. The details shall be based on the form 16-A issued by the employer i.e. the certificate of deduction of tax at source as per Income Tax Act 1961. The photocopies of Form 16-A shall be enclosed duly attested by Notary Public with seal and Notarial Stamp thereon or a certificate from auditor or audited balance sheet certified by Chartered Accountant clearly indicating the contractual amount received duly attested by Notary Public with seal and Notarial Stamp thereon.
- (v) The tenderer shall be considered disqualified/in-eligible if:
 - (a) The Tenderer or any of its partners and/or subcontractors included in the tender has been banned for business with Ministry of Railways/DFCCIL along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Website (<http://www.indianrailways.gov.in/railwayboard>) of Railway Board pertaining to banning of Business, with the banning being valid as on the date of submission the Tender.
 - (b) The Tenderer or any of its partners has suffered bankruptcy / insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of application.
- (vi) For the purpose of evaluation of proposals ,all values given in INR in eligible qualification criteria and the values provided by the applicants in the proposal in the currencies other than INR shall be converted into one i.e. INR as per exchange rate mentioned in para (vi) above.

1.3.14 Period of Completion.

The entire work is required to be completed in all respects within twelve months (12 months) from the date of issue of the acceptance letter. Time is the essence of contract. The contractor shall 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.

1.3.15 If the Tenderer/s deliberately gives any wrong information about credentials / documents in his/their tenders and thereby create(s) circumstances for acceptance of his/their tender, DFCCIL reserves the right to reject such tender at any stage, besides, shall suspend business with such tenderer. The EMD of such tenderers shall also be forfeited.

1.3.16 Quantum of work and materials:

The indicative schedule of quantities of various items of works is included in Form - 4 of the tender documents

1.3.17 Employer not bound to accept any tender:

The employer shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The employer reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender papers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

1.3.18 Schedule of Prices

The Schedule of the tender document lists out the Schedule of Prices for various items. Based on these, the total tender value has also been worked out.

1.3.19 Performance Guarantee: Refer relevant clause of GCC.

1.3.20 The tenderer shall furnish information for making payment through ECS/ NEFT / RTGS (Tender Form No. 8 placed at Part IV of the tender documents).

1.3.21 Negotiation:

Should DFCCIL decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the following form of declaration before commencement of negotiations?

"I..... Do declare that in the event of failure of contemplated negotiations relating to Tender No. datedmy original tender shall remain open for acceptance on its original terms and conditions,"

1.3.22 Site Inspection:

Tenderers are requested to inspect the site and carry out careful examination to satisfy them as to the nature of work involved and facilities available at the site. They should note carefully all the existing structures and those under construction through other agencies. They should also study the suitability of utilizing the different equipment and the machinery that they intend to use for the execution of the work. The tenderers should also select suitable sites for the purpose of locating their store yard, laboratory, staff quarters etc..

1.3.23 No form C & D shall be issued to the contractor for this work.

Form 2A

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

Note:

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

Form 2B**FORMAT- II**

ANNUAL TURNOVERS FOR THE LAST 3 YEARS				
S. No	YEAR	Turnover from similar nature of works (In lacs of Rs.)	Turnover from all sources (In lacs of Rs)	Remarks
1	2020-21			
2	2019-20			
3	2018-19			
4	2017-18			

Note :

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

FORMAT-III										
DETAILS OF ONGOING WORKS										
S. N.	Description of the work	Name and address of employer	Contract No. and date	Date of award of work	Stipulated date of completion	Value of work as per order (In Lakhs of Rs)	Value of work completed so far (In Lakhs of Rs.)	Anticipated date of completion of work	Any other relevant information	Remarks

Note: 1. In case of joint venture, the information is to be furnished by both the partners -
Not applicable for this tender

GENERAL CONDITIONS OF CONTRACT

PART - I

CHAPTER IV

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/Co 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 / Add. CPM of DFCCIL in direct charge of the work and shall include any Sr. Sec. / Sec / Jr. Engineer / Executive / Sr. Executive, APM/PM / Dy. CPM 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/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 local 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 in 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 endeavour 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. Carriage of materials:- No forwarding orders shall be issued by the DFCCIL for the conveyance 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. DELETED

15. DELETED

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. (a) Security Deposit for each work should be 5% of the contract value.

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 6% 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 / General Manager/Co, DFCCIL, then JA grade

officer / General Manager/Co, 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:

- (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 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 3% of the contract value :-
 - A deposit of Cash
 - Irrevocable Bank Guarantee (of schedule commercial bank not of any cooperative bank)
 - Government Securities including State Loan Bonds at 5 percent below the market value
 - 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;
 - Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - A Deposit in the Post Office Saving Bank;
 - A deposit in the National Savings Certificates. (viii) Twelve years National Defence Certificates;
 - Ten years Defence Deposits;
 - National Defence Bonds; and
 - 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 3 % (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 neighbouring 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 endeavours 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/Co /Ajmer 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 Programme 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 programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT. He shall also submit the details of organization (in terms of labour 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 programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavour to fulfil this programme 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 programme

- 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 him 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 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 / D F C C I L 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.

27 DELETED

28.(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.

- 28. (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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. (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.
- 32.(2)(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.

- 33. 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.
- 34. (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.
- 34.(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.
- 35.(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.
- 35.(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.
- 35.(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

- 35.(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.
- 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. DELETED**
- 38. 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.

- 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/Co. within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief General Manager/CO.'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) Deleted

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 expressively 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) Deleted

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/-

46.A 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 Contractor 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. 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

(The details regarding labour rules shown below are indicative Guidelines issued from Central/State Govt. Labour deptt. from time to time may also be followed mandatory and details on shramik kalyan portal may please be updated by contractor, any breach of guidelines may force DFCCIL to take action as per GCC)

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 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 of 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 licence under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid licence 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 endeavours 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:-

- (i) Becomes bankrupt or insolvent, or
- (ii) 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
- (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 programme 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 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)/CGM/GM/Co, DFCCIL and the Director(PP)/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 arbitral) 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

66.0 MSME

66.1 DELETED

SPECIAL CONDITIONS OF CONTRACT

PART - I

CHAPTER V

SPECIAL CONDITIONS OF CONTRACT

1.0 **SCOPE OF WORK:** -

Maintenance of General Power Supply (E&M) for Station buildings, IMD, IMSD, Service buildings, Staff quarters, any other buildings, electrical assets and other associated works between Marwar to Iqbalgadh under CGM Ajmer unit on contract basis for a period of one year The detailed scope of work is as under:-

- 1.01 The Service provider shall, if and when so requested by DFCCIL, will provide the manpower with all necessary working tools at the Location between DFCCIL station from Madar to Marwar, or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates and terms & conditions. The detailed scope of services, skills/experience and the tentative number of outsourced personnel and their tentative deployment is given at **Annexure III, IV, V** respectively of the Bid document.
- 1.02 It shall be the responsibility of the Service Provider to verify the qualification and experience of the manpower deployed for the job as per Annexure-III
- 1.03 **Confidentiality Clauses:** - The service provider and his personnel shall not, either during the term or after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the DFCCIL's business or operations without the prior written consent of the DFCCIL.
- 1.04 If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 15 days to the Service Provider to take necessary action to improve the performance of outsourced personnel and the performance does not improve even after 15 days of such communication, the Service Provider shall provide additional list of eligible/ Suitable candidates for replacement to DFCCIL within 05 days" time failing which the remuneration for delayed period in respect of such person will be deducted from amount due to firm/agency.
- 1.05 The Service Provider shall make actual disbursement of salary to the outsourced person in various categories as agreed with DFCCIL. The copy of the payment scroll/ bank statement shall be submitted to DFCCIL with next bill as proof of such compliance.
- 1.06 The age of manpower deployed by the agency shall not exceed 55 year at any time throughout the contractual period, except up to 65 years in case when retired General Power Supply (E&M) Personnel from Railways and Central/State power authorities is engaged.
- 1.07 Police verification for background check of outsource staff is required to be done by the agency and same should be submitted to DFCCIL.

TIME SCHEDULE:-

- 2.1.1 The period of engaging of outsource staff will be for the period of 12 (Twelve) months.
- 2.1.2 The Contractor shall be expected to mobilize and engage outsourcing staff immediately after receipt of "**Letter of Acceptance**".

3.0 **MODUS OPERANDI FOR ENGAGEMENT:-**

- 3.1 The Service Provider shall provide the list of shortlisted eligible/ suitable candidates to DFCCIL. Screening of candidate will be carried out by DFCCIL for suitability of works as prescribed in Annexure-III and only suitable candidates will be allowed for deployment.
- 3.2 Working experience must be of working in Government Organization/ Public sector undertaking (PSU)/ Autonomous body/Public Limited Company/ Private Limited Company/ Reputed Educational Institutions / Reputed Commercial Institution.
- 3.3 In no way what so ever the relationship of employer and employee shall be established and entertained between the DFCCIL and the outsourced personnel engaged by the Service Provider. The Service Provider shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 3.4 The Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Service Provider and Service Provider shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 3.5 The Service Provider shall maintain all registers required under various Acts, which may be inspected by the DFCCIL as well as the appropriate authorities at anytime.
- 3.6 The attendance rolls for the personnel deployed by the Service Provider at the premises of DFCCIL shall be provided by the Service Provider and it shall be monitored by the Service Provider. These attendance rolls shall be signed by the authorized representative of Service Provider who shall get it verified by the designated officer of DFCCIL.
- 3.7 Notwithstanding anything herein contained, the Service Provider will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Service Provider or of any persons deployed by it pursuant to the Contract.
- 3.8 The Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.
- 3.9 The engagement of outsourced person shall be purely on temporary basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the Service Provider and the staff in the circumstances provided herein above. The Service Provider will have to provide suitable replacement acceptable to DFCCIL within 05 days time.

4.0 **PAYMENT TERMS:-**

- 4.1 The lump sum amount payable by DFCCIL to the Service Provider shall include the remuneration payable to the outsourced person besides the commission payable to the Service Provider and applicable GST. However commission is not entitled for GST & different allowances.
- 4.2 The consideration aforesaid will be paid by DFCCIL to the Service Provider, against monthly invoices raised at the end of each month, by the Service Provider in duplicate within 15 days.
- 4.3 The Service Provider shall make actual disbursement of salary to the outsourced person in

various categories as per terms & conditions of bid.

- 4.4 The Service Provider will ensure that before raising the bill on DFCCIL for the service rendered by outsourced persons, the fee payable to outsourced person is paid on or before the 10th day of the following month and a proof of payment shall be annexed to the monthly bill.
- 4.5 In case the Service Provider fails to pay the outsourced person within the above time frame the rate of penalty shall be imposed on payment of Agency's monthly commissions are as under:-
- i) For payment to the outsourced person within 10th of the following month–
Nil
 - ii) For payment to the outsourced person after 10th and up to 20th of the following month – 25% of the delayed payment or Rs. 2500/- whichever is higher.
 - iii) For payment to the outsourced person after 20th and up to 30th of the following month – 50% of the delayed payment or Rs.5000/- whichever is higher.

5.0 **RATES:-**

- 5.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 5.2 All statutory taxes (**Except GST**) and liabilities levied/may be levied in future by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.
- 5.3 GST, as admissible shall be paid extra as applicable on submission of proof of depositing the same to the concerned Govt. Authority. Any modification in tax provision in future by Govt. will be binding on the contractor and DFCCIL with immediate effect.
- 5.4 Service Provider shall ensure complete compliance (in respect of the personnel provided to DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under labour laws, etc, and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Service Provider would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance.
- 5.5 In case of any statutory increases in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time after submission of the tender, payment of minimum wages to the personnel deployed should be revised accordingly and claimed from DFCCIL with the monthly bill. As on date the prevailing notification of Government of India, Ministry of Labour & Employment, Office of the Chief labour Commissioner (C) New Delhi for minimum wages (for various category of workers) is effective from Oct 2020 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates.
- 5.6 The Service Provider will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are up to the standards required by DFCCIL.
- 5.7 The Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by Contractor and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Service Provider

shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.

6.0 The Service Provider shall provide adequate cover to the outsourced persons for death, disability, sickness etc. DFCCIL shall not be liable to pay or bear any premium / compensation at any stage in respect of Insurance made by Service Provider to cover the risk (death, disability, sickness) etc. Service Provider shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to DFCCIL and shall at all times keep the requisite policies enforce.

7.0 The outsourced person shall at all-time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of DFCCIL.

The Service 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 Service 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.

8.0 In case the outsourced personnel deployed by the Service Provider is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.

9.0 The outsourced persons should be in proper Safety PPE Kit. The Service Provider will provide at least one set of PPE Kit to each staff.

10.0 In case the outsourced personnel deployed by the Service Provider is found to be involved in any illegal activities, he will be immediately replaced.

11.0 Service Provider shall provide identity cards bearing the photographs to all outsourced persons deployed in DFCCIL at its own cost.

12.0 **WORKING HOURS OF HIRED STAFF**

Service provider shall provide the staff on all days of the months. The working hours of workman shall be 8 hrs in 24 hours, However, timings may be advised without any overall impact on the period of duty as per DFCCIL requirement

13.0 **PENALTY**

Penalty for an amount of Rs. 500/- to Rs.2000/- depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions:

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

S. No.	Type of breaches	Amount of Penalty
1	Staff not in proper PPE Kit.	Rs.50/- per staff per day
2	Staff turn up late	Rs.50/- per staff per Hour
3	Failure to provide replacement in Time	Rs.100/- per staff per day

- 14.0 **QUANTITY VARIATION:** Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (\pm) 50% for each item. In case of variation in quantities beyond $\pm 50\%$, the rates for the additional quantities beyond $\pm 50\%$ variation shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement. The validity of contract may be extended by suitable period within the scope of above variation after mutually consent by both the parties of the contract agreement.

15.0 **TERMINATION OF CONTRACT:-**

In case the services of the Service Provider are not found satisfactory, or there is a breach of any of the terms & 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 a notice of one month. In case of unsatisfactory performance of the contract, a warning letter will be issued to the Service Provider. In case corrective action is not taken, DFCCIL shall have the right to terminate the agreement without any further notice. Unsatisfactory service in this case would be frequent absence or poor attendance of workman, inability to provide replacement, lackadaisical work in maintaining cleanliness, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.

The Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Service Provider, such action should be taken only with approval of DFCCIL.

16.0 **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 XII for signature of bidder as acceptance, as and when Independent External monitor is appointed.

16 **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) Form of bid
- iv) General Information
- v) Notice Inviting Tender (with Annexes)
- vi) Instructions to Tenderers
- vii) Special Conditions of Contract

- viii) Annexures
- ix) Bill of Quantities (BOQ)
- x) General Terms and Conditions of Contract

JURISDICTION OF COURTS:-

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

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

19.0 **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.

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

21.0 Inspection- Fields Quality Assurance: -As per the requirement of Site Engineer of DFCCIL

22.0 Other Facilities / Requirements: - If any, Contractor's Scope.

23.0 SAFETY REQUIREMENTS:-

Uncompromising Quality and Safety standards are considered as part of work carried out at all Work Sites at DFCCIL and therefore Zero Tolerance towards non-compliance. Site activities require total compliance to safety procedures and guidelines as provided on IE Rules 1956. Accordingly, at all work sites where your personnel deployed, shall comply to Safety Procedures, Norms. All Contractor Staff/ Labour shall use PPE kit during working at site or travelling on DFCC vehicle for work.

24.0 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.

25.0 RETENTION MONEY:

Retention money for all contracts shall be recovered from on account/ final bills of the Contractor at 6% 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.

26. RELEASE OF RETENTION MONEY:

26.1 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.

26.2 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.

27 **PERFORMANCE BANKGAURENTEE**

- 27.1.a.1.1 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 (sixty) 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% (Fifteen) 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 (sixty) 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. First on A/C bill will be released after submission of PBG and signing of contract agreement.
- 27.1.a.1.2 The successful bidder shall submit a Performance Guarantee (PG) in the form of Irrevocable Bank Guarantee or Fixed Deposit Receipt (FDR) (free from any encumbrance) endorsed/ pledged in favour of DFCCIL amounting to 3% of the contract value.
- 27.1.a.1.3 The Performance Guarantee shall be submitted by the successful bidder after the signing of the agreement. This PG shall be initially valid up to 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 Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 27.1.a.1.4 The value of PG to be submitted by the Contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of contract increases by more than 25% of the original contract value, an additional Performance Guarantee amount to 3% (three percent) for the excess value over the original contract value should be deposited by the contractor.
- 27.1.a.1.5 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 expiry of the Defect Liability Period and after passing the final bill based on „No Claim Certificate“ from the contractor.
- 27.1.a.1.6 Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.
- 27.1.a.1.7 The Engineer shall not make a claim under the Performance Guarantee except for amounts to which 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 /SCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of DFCCIL.

28 **DEFECT LIABILITY PERIOD**

The Defect Liability Period for this work will be as 60 days after successful Completion of the Contract.

29 GUARANTEE BOND FOR INDEMNIFICATION OF DFCCIL MATERIALS:

- a) The materials supplied as per requirement under “Scope of the work and Special conditions” shall be covered by the Guarantee Bond For Indemnification of DFCCIL Materials of sufficient requisite amount on stamp paper of requisite value of the material supplied by DFCCIL to be submitted by the contractor before lifting the material from Railway depots.
- b) Reconciliation of Materials supplied by the DFCCIL: All the material supplied by the purchaser and also released from the existing General Power Supply (E&M) shall be correctly accounted for and quantities reconciled on completion of the work by the contractor.
- c) On completion of work, all surplus materials supplied by the purchaser together with the ones found defective or that have become defective or broken on account of defective materials, the surplus DFCCIL supplied material to be handed over to concerned depot. For the purpose of measurement of General Power Supply (E&M), the length of the conductor will be taken from termination to termination and erection tolerance of 0.5% will be allowed.
- d) Release of the Guarantee Bond for Indemnification: After according approval to the “Materials Reconciliation Statement “Guarantee Bond for Indemnification will be released with approval of CGM/Ajmer of respective unit.

30 ELECTRICAL CONTRACTOR LICENSE:

Contractor must have valid Electrical Contractor License issued from appropriate government authority to execute HT & LT works.

- 31 In case of any ambiguity in tender documents, the decision of DFFCCIL will be final and binding on the contractor.

(ANNEXURES)

PART – II

Annexures

Annexure-I

Performa for Experience Certificate. {on the letter head of the issuing department}

M/s..... has provided Outsourcing of Manpower proving services to this department and has completed the work/service successfully. The details are as under:

1. Name of work/service:
2. Agreement/contract number:
3. Nature of service provided:
4. Date of start of service/work:
5. Date of completion of work/service:
6. Total value of work/service during the contract period (If completed):
7. In case of on-going work/service, please indicate the annual payment for a)
 - a) F.Y. 2020-21
 - b) F.Y. 2019-20
 - c) F.Y.2018-19
 - d) F.Y.2017-18

(Name & 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**SCOPE OF SERVICES:****Detailed Scope of Work: -**

The scope of work under this tender: – Service Provider has to provide outsourced persons in various categories (As mentioned in schedule of offer) to carry out the following works. It should be noted that many equipments are covered under warranty , so preventive maintenance should be done accordingly.

A. MAINTENANCE SCHEDULE FOR DISTRIBUTION TRANSFORMER**1. MAINTENANCE SCHEDULE****Recommended Maintenance Schedule for Transformer of Capacities less than 1000 KVA (630 kVA, 11KV/0.433 KV & 400KVA, 11KV/0.433KV Transformer)**

- A) Monthly Inspection of Oil level in transformer (Check tightness of connections), All connections tightness and Dehydrating breather (Check that air passages are clear & check colour of active agent).
- B) Quarterly Inspection of Bushing and Examine for cracks & dirt deposits.
- C) Half yearly Inspection of Non Conservator transformer (Check for moisture under cover), Cable boxes, gasket joints, gauges and general paintwork (Inspect for leaks & cracks etc.).
- D) Yearly Inspection of Transformer oil (Check di-electric strength and water content, Check for acidity and sludge), Check values of Earth resistance & Relay, alarms and their circuits etc (Examination relay and alarm contacts, their operation, fuses etc, Check relay accuracy.
- E) In addition to above, also to be checked Foundation of transformer, Termination of HT/LT cable and visual inspection of transformer.

Note:

1. The silica gel may be reactivated by heating to 150-200 °C.
2. Every time when the oil is changed, oil seal should also be changed.
3. No work should be done on any transformer unless it is disconnected from all external circuits and the tank and all windings have been solidly earthed.

In case of anything abnormal occurring during service, maker's advice should be obtained giving him complete particulars regarding the nature and extent of occurrence, together with the nameplate particulars.

The Checking and maintenance against this item shall be carried out in line with Maintenance Manual/Approved drawings/Specifications of DFCCILs with its latest correction slips if any as per instruction of DFCCIL representative.

B. MAINTENANCE SCHEDULE FOR SUB-STATION

1.0 Monthly Maintenance Proforma:

STATION:

LOCATION:

DATE:

Items	Work to be done	Work done/ Remark if any
Switch yard		
Earth pits	Cleaning	
	Watering	
Earth connections	Check all connections both at earth pits and metal parts	
Yard	Growth of unwanted shrubs etc. Keep the yard free from shrubs, garbage etc.	
Transformer		
Buchholz Relay	Check gas collection	
Oil level	Check oil level in conservator	
Connections	Open terminal box cover and Check connections visually for flash/spark marks	
Dehydrating breather	Check all passages	
	Check colour of silica gel	
Cleaning	Clean entire transformer externally	
Control Panel Room		
Load (amp.)	Check load balancing, If found unbalance; dispute the load equally on all phases.	
MCCB/Fuse	Provide proper size of MCCB/Fuse according to load condition	

1.1 Quarterly Maintenance Proforma

STATION:

LOCATION:

DATE:

Note: In addition to monthly maintenance, carry out following works:

Items		Work to be done	Work done/Remark if any	
Switch yard				
	Support Insulators	Clean and examine for cracks		
Transformer			TR-1	TR-2
	Bushing	Clean and examine for cracks		
		Check for oil seepage		
Control Panel Room				
	LT Bus Bars	Clean and check visually for overheating, flash/spark marks. Tighten all connections.		

1.2 Half Yearly Maintenance Proforma

STATION:

LOCATION:

DATE:

Note: In addition to quarterly maintenance, carry out following works:

Item	Work to be done	Work done/Remark if any				
Transformer		TR-1		TR-2		
Oil	Check BDV, if BDV<30 KV/CM, do filtration to restore quality of					
Cable box, gasketed joints and gauges	Inspect for leakage, cracks.					
Control Panel room		ACB1	ACB2	ACB3	ACB4	ACB5
	Clean with lint free cloth					
	Clean fixed and moving contact.					
	Clean and lubricate operating					

1.3 Yearly Maintenance Proforma

STATION:

LOCATION:

DATE:

Note: In addition to half yearly maintenance, carry out following works:

Items	Work to be done	Work done / Remark
Switch yard		
Concreting/coping of the supports	Take preventive action, if there are cracks or the coping of concreting is coming off.	
Gravel/crushed rock	Check leveling, oil stain and dust accumulation. Spray water to remove oil stain and accumulated dust. Maintain leveling to avoid formation of water pools.	
Earth resistance	Measure the earth resistance of individual equipment earth pit	
	1. Major sub-station :1.0 ohms	
	2. Small sub-station : 2.0 ohms	
Earth connection of	Check the earth connection of metal parts is properly connected to the earth.	
AB switches	Check the line and earth connections	
	Lubricate and check proper operation	
HT lighting arresters	Measure IR value between HV terminal and earth, if low, replace it. Check the line and earth connection.	
Bus bars	Tightness the connections properly from the bus bars and bars to the lines.	
Insulators	Clean and check all insulators for any crack or damage, Change if required.	

Transformer		
Winding	Measure IR value between HV-Earth HV-LV min. 2 Mohm/KVLV-Earth If low, take corrective action.	
Oil	Check BDV, if <30KV/cm, do filtration to restore quality of oil.	
	Perform dissolve gas analysis (DGA) as per annexure-B to check for incipient faults	
Buchholz relay	Clean and check components of floats, alarm contact and their operation. Replace if necessary.	
	Check accuracy of relay. Change the setting, if necessary	
Earth resistance	Check earth resistance of neutral and body. If high, take corrective action	
Body	Check for peelings/rusting/damage. Repaint, as required.	

The Checking and maintenance against this item shall be carried out in line with Maintenance Manual/Approved drawings/Specifications of DFCCILs with its latest correction slips if any as per instruction of DFCCIL representative.

C. MAINTENANCE SCHEDULE FOR DIESEL GENERATOR SET (160/180/200/225 KVA DG Set)

1. GENERAL CHECKS BEFORE STARTING THE ENGINE

- Check and correct cooling water level.
- Check belt tensions.
- Clean radiator fins by blowing air in the opposite direction
- Check lube oil level, top up if required with same brand and grade of oil.
- Check oil level of oil bath filter and clean air cleaner as required.
- Check clamping, tighten if required.
- Drain once 200ml. of diesel from bottom of fuel tank to remove sediments.
- Check and ensure sufficient quantity of fuel in tank.
- Check battery terminals and connections for proper tightness – top up electrolyte, if required
- Clean engine and premises.

2. A - CHECK MAINTENANCE OF DIESEL ENGINE Proposal of Daily preventive maintenance–

- Lubrication- Check engine oil level.
- Check & record parameter of DG set
- Check battery voltage
- Air System - Check pre-cleanse dust pan weekly.
- Cooling System- Check coolant level.
- Fuel System- Drain sediments from fuel tanks.
- Drain air tank.
- Check and correct leaks.
- Drain fuel filter/Water separate or daily.

Proposal of Weekly preventive maintenance –

- a) Lubrication- Check engine oil level.
- b) Fuel System- Drain sediments from fuel tanks.
- c) Air System - Check pre-cleanse dust pan weekly.
- d) Check air clearance restriction cleaner, change air cleaner element if required.
- e) Cooling System- Check coolant level.
- f) Other Maintenance- Drain air tank. Check and correct leaks. Drain fuel filter/Water separator daily. Check battery status and maintain properly.
- g) No load testing

3. CHECK (EVERY 225-250 HRS. OR 6 MONTHS WHICHEVER IS EARLIER) MAINTENANCE OF DIESELENGINE

SN.	Proposed Maintenance	Work Involved	Remarks
1.	Cleaning lubrication oil	<ol style="list-style-type: none"> 1. Warm up the engine and stop. 2. Remove drain plug and drain engine oil in a pan 20 ltrs. Capacity. 3. Refit drain plug. 4. Fill the recommended new engine oil to H mark on dipstick. 	
2.	Changing of lube oil filter	<ol style="list-style-type: none"> 1. Clean filter head and its surroundings before removing it. 2. Remove the filter and clean the gasket surface. 3. Fill the new filter with clean lubricating oil and apply a light film of lube oil to the gasket sealing surface. 4. Fit the filter manually. 	
3.	Checking of cooling system	<ol style="list-style-type: none"> 1. Repeat all A-checks 2. Check fan hub and fan drive arrangement. 3. Check seal of radiator cap. 	
4.	Changing of fuel filter and water separator	<ol style="list-style-type: none"> 1. Repeat all A-checks. 2. Remove the two filters from the dual filter 3. Fill the new filters with clean fuel and apply a film of lube oil to the seal. 4. Fit the filters manually. 5. Drain sediments from fuel tank. 	
5.	Checking of air system	<ol style="list-style-type: none"> 1. Repeat all A-checks 2. Clean air filter in reverse direction using dry air maximum pressure 0.5kg/sq.cm. 	
6.	Other checks	<ol style="list-style-type: none"> 1. Repeat all A-checks. 2. Check electrolyte level and specific gravity of 3. Add distilled water if required. 4. Check terminals tightness and clean the battery. 5. Secure all connectors in engine electrical system. 	

4. C - CHECK (EVERY 475-500 HRS. OR 12 MONTHS WHICHEVER IS EARLIER) MAINTENANCE OF DIESELENGINE

S.N.	Proposed	Work Involved	Remarks
1.	Checking of lubrication system	1. Repeat all A & B checks. 2. Clean breather.	
2.	Checking of cooling system	1. Repeat all A & B checks. 2. Check coolant conditions. 3. Check recovery bottle and seal. 4. Check connections and sealing of radiator. 5. Clean radiator externally by blowing pressurized air in the reverse direction of the flow of radiator fan.	Do not spill water on radiator fans
3.	Checking of fuel system	1. Repeat all A & B checks. 2. Check all joints in fuel lines and tighten 3. Check feed pump and clean baby filter.	
4.	Checking of air filter/ system	1. Repeat all A & B checks.	
5.	Other checks	1. Repeat all A & B checks. 2. Check AVMs (anti-vibration mountings) and replace if required.	

The Checking and maintenance against this item shall be carried out in line with Maintenance Manual/Approved drawings/Specifications of DFCCILs with its latest correction slips if any as per instruction of DFCCIL representative.

D. MAINTENANCE SCHEDULE FOR C & R Panel & DISTRIBUTIONBOARD

[MDB, APFC Panel, Emergency Panel, Sub Distribution Boards, Residential quarters Distribution Boards, Pump Panel, Fire Alarm Control Panel, Feeder Pillar and DBs(TPN/SPN)]

Following activates shall be monitored at C&R panels

1. CBON
2. CBOFF
3. Spring Charge
4. L/R Switch Position on C&R Panel
5. Protection Operated by Trial Tripping from Relay
6. Common trip circuit healthy
7. Trip Circuit Healthy
8. Trip Circuit Healthy
9. DC /AC Failure Indication
10. Operating of DC fail relay
- I. Daily Maintenance for checking all indication lamps working, illumination lamp/ power socket working.
- II. Monthly Maintenance for proper opening / interlocking of panels, checking of fuse / MCB rating, check and ensure that L/R switch is at remote position.
- III. Half yearly Maintenance for Control Panel interior & external surface, Relay/Contractors with air blower. All control connections, Earthing connections wherever provided, inter

panel coupling, Multi-core Cable Glands, Dressing of wiring, Check door bidding for dust proofing, checking and ensure that relay healthy indication is glowing, check that all unused wires are insulated.

- IV. Check the condensation to ensure the specified insulating level in the Circuit Breaker (CB), if condensation is detected, clean the circuit-breaker.
- V. Check all protection (Like DMCR, WTI trip, O/C & E/F etc.) and communication connections as and when required.
- VI. Check any damage to the paint, scratches and other damage regularly to avoid corrosion
- VII. Check insulation resistance of multi-core cables.
- VIII. Check wiring continuity, Armored connections and continuity to earth.
- IX. Checking of Earthing of equipment, Doors, Panel to main grid and its continuity.
- X. Checking of all internal equipment i.e. Space Heater/ Light/ MCB/ Door Switch/ Thermostat etc.
- XI. The Checking and maintenance against this item shall be carried out in line with Maintenance Manual/Approved drawings/Specifications of DFCCILs with its latest correction slips if any as per instruction of DFCCIL representative.

E. MAINTENANCE OF CABLE AND ENDTERMINATION

Repairs of cables as and when required on discretion of Engineer in-charge involve replacement of a section of the defective cable by a length of new cable and insertion of two straight joints. All repairs and new joints in connection with repairs should be made in the same manner as joints on new cables. In some cases where the insulation has not been damaged severely, or where moisture has not obtained ingress into the insulation; it may only be necessary to install a joint at the point of cable failure.

In case of cable termination filled with liquid insulating compound, it is necessary to check periodically on discretion of Engineer in-charge the compound level in the termination boxes and to add compound if required.

All new cables should be tested for insulation resistance before jointing and after satisfactory results are obtained cable jointing and termination work should commence on discretion of Engineer in- charge.

The Checking and maintenance against this item shall be carried out in line with Maintenance Manual/Approved drawings/Specifications of DFCCILs with its latest correction slips if any as per instruction of DFCCIL representative.

F. MAINTENANCE FOR FIREEXTINGUISHER

Check periodically to ensure that they are ready to operate properly and safely and give reasonable assurance that the fire extinguisher is fully charged. Verify the same to Engineer in-charge that it is in its designated place, that it has not been actuated or tampered with, and that there is no obvious physical damage or condition to prevent its operation.

Clean extinguisher to remove dirt, grease or foreign material. Check to make sure that the instruction nameplate is securely attached and legible. Inspect the cylinders for corrosion, abrasion, dents or weld damage.

Note: When cleaning, avoid use of solvents around the pressure gauge. They could seriously damage the plastic gauge face.

1. Remove and check ring (safety) pin for freedom of movement. Replacement if bent or if removal appears difficult.
2. Visually inspect the pressure gauge:
 - a. If bent, damaged or improper gauge, depressurize and replace.
 - b. If pressure is low or high and temperature/pressure relationship has been ruled out

- c. If pressure is low, check for leaks.
- d. If over pressurized (overcharged), depressurize the extinguisher and follow recharge instructions.
3. Inspect discharge lever for any dirt or corrosion which might impair freedom of movement. Inspect carrying handle for proper installation. If lever, handle or rivets are damaged, replace with proper part(s).
4. Check weight of extinguisher and compare to proper weight specified on extinguisher nameplate. If discrepancy is noted, remove nozzle or hose assembly and follow Complete Maintenance/Recharge Procedure for recharging.
5. Replace the extinguisher on the wall hanger making sure that it fits the bracket properly – replace the bracket if necessary.

The Checking and maintenance against this item shall be carried out in line with Maintenance Manual/Approved drawings/Specifications of DFCCILs with its latest correction slips if any as per instruction of DFCCIL representative.

G. Maintenance of internal & external wiring including street lighting - light fitting, fixtures, wiring, earthings & switches and erection of the items as and when required or on discretion of Engineer in-charge at the mentioned locations.

Details of main buildings are shown tabulated below:

Details of building	New Jawali	New Biroliya	New Keshavganj	New Banas	New Swaroopganj	New Sriamirgadh
Keyman residential quarters	3 nos	4 nos	3 nos	2 nos	4 nos	3 nos
Residential quarters type-II	8 nos	8 nos	8 nos	12 nos	4 nos	8 nos
Residential quarters type-III	4 nos	4 nos	4 nos	8 nos	4 nos	4 nos
Residential quarters type-IV	-	-	-	4 nos	-	-
Tower wagon shed	-	-	√	-	-	-
Station building	√	√	√	√	√	√
Integrated maintenance depot	-	-	√	-	-	-
IMSD (OHE/PSI)	√	√	-	-	√	√
IMSD (Civil S&T)	√	√	-	-	√	√
Service buildings	√	√	√	√	√	√
Sub depot for breakdown	√	√	√	√	√	√
Track machine depot	-	-	-	-	-	-
Machine maintenance depot	-	-	√	-	√	-
Electrical sub station	√	√	√	√	√	√

Please note that these are indicative and actual may vary. Tenderer may conduct a field site survey to see the installation of equipments etc., so as to assess the quantum of works.

The details of electrical fittings, fixtures, equipments, plants etc is given below:

Interior Lighting Fixture
20W LED 4ft Long Fixture, IP-54
40W LED 4ft Long Fixture, IP-54
35W LED 2X2ft Recessed Fixture, IP-54
Pin type bulb holder suitable for GLS / CFL lamps
5W 24V AC LED Bulkhead fitting
1 X 120W LED Integral High Bay Luminaire IP-54
40W, 2Hours backup, Battery pack to convert Normal luminaire to emergency Similar to prolite Emergency Conversion Kit, suitable for LED fixtures,
External Illumination

45W LED STREET LIGHT, IP-66
60W LED STREET LIGHT, IP-66
150W LED FLOOD LIGHT
Fans
Ceiling Fan - 1200mm sweep 5 star rated
Wall Mounted Fan
Wall Mounted Exhaust Fan
Wall mounted 150mm dia Exhaust fan
Wall mounted 225mm dia Exhaust fan
Wall mounted 300mm dia Exhaust fan
Wall mounted 380mm dia Exhaust fan
Wall mounted 450mm dia Exhaust fan
Wall mounted 550mm dia Exhaust fan
Wall mounted 900mm dia Exhaust fan
Earthing & Lightning Protection
50 X 6 mm GI Flat Strip
20 X 3 mm GI Flat Strip Horizontal air terminations
32 X 6 mm GI Flat buried 600mm below FGL
25 X 4 mm GI Flat Strip for Earthing of equipments and panels
4.25m long, 40mm ID, GI Pipe for earth electrode for Lightning Protection, with clamps and 450mmX32X6 GI STRIP with holes for connection. The backfill earth shall be mixed with charcoal to increase conductivity. The earth pit shall be provided along with 650X650mm Concrete chamber and CI cover
Maintenance free earthing with copper bonded Steel rod of 17.2mm DIA and 3000mm long with 250mmX25X6 Cu strip for connection welded to the rod along with earth enhancement material. The earth pit shall be 300mm bore hole and the earth enhancement material shall be of sufficient quantity to completely fill the bore hole. The earth chamber shall be 300X300 Concrete chamber with Concrete lid cover.
Solar Panel with 415V 50Hz 3 Ph Inverter
1kWp with combiner box, DC and AC Disconnect switches and 240V 3Ph Inverter with synchro Check
2kWp with combiner box, DC and AC Disconnect switches and 240V 3Ph Inverter with synchro Check
5kWp with combiner box, DC and AC Disconnect switches and 415V 3Ph Inverter with synchro Check
UPS (with bypass) - 4Hrs backup
3kVA, 240/240V, 50Hz
5kVA, 240/240V, 50Hz
8kVA, 415/415V, 50Hz
Converter Transformer
750VA 240V/24V AC, 50Hz
350VA 240V/24V AC, 50Hz
DISTRIBUTION BOARDS
SDB
ESDB
LDB
ELDB
PDB
EPDB
UPDB
ACDB
HT Panel
11 KV . 630 Amp . 26.3 KA / 3 Sec HT Panel
Transformer

630KVA/400 KVA Oil Filled Transformer
DG Sets
160/180/200/225 KVA Silent DG Sets
Main LT Panels
LV Switchgear with ACB Incomer (Rating 1000 Amp)
Main Essential Panel
LV Switchgear with MCCB Incomer
High Mast Light
8*150Watt LED Light with 30 Meter Octagonal GI Pole with Accessories
Street Light
45+60 Watt LED Light with 9 Meter Single Sided and Double Sided Pole
HT Cables
HT Cable - 3 Core x 185 Sq.mm Copper Cable
LT Cables
LT Cables (Copper and Aluminum) with different sizes
Feeder Pillar
Feeder Pillar (IP55 with canopy)
HDPE Pipe
50mm dia HDPE Pipe
100mm dia HDPE Pipe
Desert coolers
Air Flow Rate: 1700 CMH
Air Flow Rate: 2100 CMH
Air Flow Rate: 2300 CMH
Air Flow Rate: 2500 CMH
Air Flow Rate: 2800 CMH
Air Flow Rate: 3050 CMH
Air Flow Rate: 3200 CMH
Air Flow Rate: 3850 CMH
Air Flow Rate: 4000 CMH
DX-Type Hi-wall Split Units
1.5 TR & 450 CFM
2.0 TR & 600 CFM
VRV Air Conditioning Ductable Units
VRV Indoor Unit : 4 TR, 1600 CFM
VRV Indoor Unit : 5 TR, 1800 CFM
VRV Indoor Unit : 6 TR, 2300 CFM
VRV Indoor Unit : 8 TR, 3100 CFM
VRV Outdoor Unit : 8 HP
VRV Outdoor Unit : 12 HP
VRV Outdoor Unit : 18 HP
Submersible pump
RO water plant

Note: 1. The service buildings and residential quarters mentioned above may vary.2. Above list of fixtures and equipments are indicative and may vary at site in quantities, specifications and drawings.

Maintenance procedure:

Cleaning of the luminaries to be carried out periodically to optimize light output due to fumes, smoke and dust. Cleaning frequency depends on the environment in which the fixture operates and as per requirement on discretion of Engineer in-charge. Remove the main plug before cleaning in order to avoid electrical shock.

1. Use a soft cloth to wipe down the outside casing.
2. Do not use harsh liquids or chemicals for cleaning the diffuser. The diffuser can lose its transparency after reacting with the cleaning chemical.
3. Always be sure to dry all parts completely before plugging the unit back
4. Always check broken wires, switches etc. in order to avoid damage to the luminaire as well as possible electric shock or fire.

The Checking and maintenance against this item shall be carried out in line with Maintenance Manual/Approved drawings/Specifications of DFCCILs with its latest correction slips if any as per instruction of DFCCIL representative.

H. AC Maintenance

1. Half yearly maintenance of 1.5 Ton split type AC of different make & models including replacement of defective parts/spares as and when required.
2. Half yearly maintenance of 2 Ton split type AC of different make & models including replacement of defective parts/spares as and when required.

The Checking and maintenance against this item shall be carried out in line with Maintenance Manual/Approved drawings/Specifications of DFCCILs with its latest correction slips if any as per instruction of DFCCIL representative.

I. OPERATION & MAINTENANCE OF SUBMERSIBLEPUMPS

1.0 Testing:

Following tests are to be conducted as and when required or on discretion of Engineer in- charge.

1.1 INSULATIONTEST:

1.2 DIRECTION OF ROTATIONTEST:

1.3 OPERATING HEADTEST:

1.4 AIR LOCKEDTEST:

1.5 LOW DISCHARGETEST:

1.6 PUMPING RATETEST:

2.0 OPERATION OF SUBMERSIBLEPUMPS

Before operating the pump, the direction of rotation is checked. To ascertain the correct direction of rotation, let the motor run in both directions with the stop valve closed. The direction of rotation is changed by interchanging two of the phases. The pressure gauge will

show different readings for the two directions. The direction which gives the higher pressure is correct one. When running freely, the correct direction of rotation can also be judged from the amount of water pumped.

2.1 STARTING AND INITIAL RUN:

2.2 SHUT-DOWN PERIODS

3.0 COMMON CAUSES OF BREAKDOWN OF SUBMERSIBLE PUMPS

The most common cause of breakdown of submersible pumps is the burning of motors. The following are the common causes of burning of the motor.

3.1 Uniform Burning of Motor Winding Due to Formation of Insulating Layer:

3.2 BURNING OF MOTOR DUE TO OVERLOADING

3.3 BURNING OF MOTOR DUE TO VOLTAGE FLUCTUATION

3.4 BURNING OF MOTOR DUE TO SINGLE PHASING

3.5 BURNING OF MOTOR DUE TO EXCESSIVE NUMBER OF STARTS

3.6 BURNING OF MOTORS DUE TO ELECTRICAL DISCHARGE

Electrical discharge can occur between winding and earth or between turns. The cause can be direct sparking or accidental jumping of current from one conductor to another. The contact between winding and earth, due to defect in insulation of the wire or puncture of the wire at the time of winding, could also cause the damage.

3.7 WRONG REPAIR AND REPLACEMENT

The spare parts used in the repair of motor, starter and pump may be improper quality and capacity, which may cause burning of motor due to non-matching of characteristics. The parts replaced should be genuine, purchased from authorized dealers of reputed manufacturers.

In addition to burning of submersible motor, the following are the other causes responsible for breakdown of submersible pumps:

- a) **Damage to motor and pump:**
- b) **Heavy fine-Sand Pumping:**
- c) **Loose and Electrical Column pipe:**
- d) **Fallen Pumps and Motors:**
- e) **Seizure of Pump or Motor Bearing**

3.0 DO'S AND DONT'S FOR SUBMERSIBLEPUMP

DO'S:

1. Do ensure that motor is filled with adequate quantity of clear, cold water before coupling to the pump.
2. Do ensure that no air is trapped while filling water in the motor.
3. Do avoid sharp bend to cable.
4. Do ensure that pump set never touches the bore well bottom.
5. Do ensure that the pump set is at least 3m above the mud accumulated in well.
6. Do ensure that in case of extreme urgencies, disassembly should be carried out only by trained mechanic with proper tools.

DONT'S:

1. Do not fill distilled water in the pump.
2. Do not connect water filling plug to tap.
3. Do not run motor without water even for short time.
4. Do not pull power cable.
5. Do not use any gasket between pump and motor.
6. Do not tamper with important assembly setting like axial play of pump and motor.
7. Do not use vice to hold the motor, use 'V' shaped wooden hooks.

The Checking and maintenance against this item shall be carried out in line with Maintenance Manual/Approved drawings/Specifications of DFCCILs with its latest correction slips if any as per instruction of DFCCIL representative.

J. Maintenance of RO with water cooler

General upkeep.

K. Maintenance of Solar panels

General Up keep

L. Maintenance of other E&M items:

In addition to above listed items, any other E&M Electrical items required for maintenance as and when required or on discretion of Engineer in-charge at the mentioned locations.

Note: The above mentioned schedule of maintenance is for representation. The contractor is an experienced in the field of maintenance of electrical general power supply and equipment, hence it is expected that the maintenance will be carried out in a proper manner and per the prevalent standard practice. Various registers for record of maintenance will be prepared as per the approved formats during the maintenance period.

Eligibility Condition for various categories of Workmen

1. **E&M Maintenance Party** with all necessary working tools for attending maintenance work–
 - a) Highly skilled / overall in-charge for supervising in day shift at every station for different E&M activities should be diploma in electrical with one year experience in similar field.
 - b) Skilled Person for executing different E&M activities (one person in night shift at every station) should be ITI in electrical trade with one year experience in similar field.
 - c) Semi-Skilled Person for executing different E&M activities (one person in day shift at every station) should be Tenth passed with one year experience in similar field.
 - d) Unskilled Person for executing different E&M activities (two persons in day shift and one in night at every station) should be eighth passed.
2. A skilled person and semi-skilled person who have requisite knowledge of execution/maintenance of any electrical work related to HT/LT installation for executing different E&M activities.

Note:

- A) Besides the categories mentioned above, DFCCIL may asked the Service Provider to provide other categories of staff also on hiring basis. The essential qualifications/pay structure for such categories shall be decided by mutual agreement and the services will be provided at the agreed commission.
- B) Police verification for background check of outsource staff is required to be done by the agency and same should be submitted to DFCCIL.
- C) Deployment of these staff is tentative and actual may vary at each station. Moreover depending upon situations so warranted, staff may be deployed anywhere between Madar to Marwar. Contractor shall deploy staff only after approval of the Engineer DFCCIL.

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 & 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. Tentative Deployment of Workmen:-**
- List of station (New Jawali – New Sriamirgadh)**
- 1. New Jawali Crossing Station
 - 2. New Biroliya crossing Station
 - 3. New Keshavganj Crossing Station
 - 4. New Banas Crossing Station
 - 5. New Swaroopganj Junction Station
 - 6. New Sriamirgadh crossing station.
- a) Highly skilled / overall in-charge for supervising in day shift at every station for different E&M activities.
 - b) Skilled Person for executing different E&M activities (one person in night shift at every station).
 - c) Semi-Skilled Person for executing different E&M activities (one person in day shift at every station).
 - d) Unskilled Person for executing different E&M activities (two persons in day shift and one in night at every station).
- D.** 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.

ANNEXURE – VI

SUPPLEMENTARY AGREEMENT

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

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

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

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

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

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

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

Signature of the Tenderer/s

signatures

Witness.....

1.

2.

ANNEXURE-VII

UNDERTAKING BY TENDERER

1. Being duly authorized to represent and act on behalf of and having fully understood all the tender conditions and requirements for fulfilling eligibility criteria including residual / available bid capacity, the undersigned hereby declare that:
 - i) The information / statements given in support of technical and financial capability as per para 1.0 A, 1.0B and 1.0 C of Annexure-I of NIT of tender document are true and correct in every detail.
 - ii) This tender offer is made in the full understanding that:
 - a) All information / documents submitted along with tender offers by tenderer/s will be subject to verification by DFCCIL or its any authorized representative who may conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with the tender offer and to seek clarification from our bankers, clients regarding any financial & technical aspects;
 - (b) In the event that the information/document submitted is found to be false or misleading, the tender shall be disqualified and the earnest money deposited shall be forfeited.
2. The client reserves the right to:
 - (i) Reject or accept any application, cancel the tender and reject all applications.

Signed

Name

For & on behalf of

Name of Firm/Company/JV

ANNEXURE-VIII

(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-IX**Format of Bank Guarantee for Performance Security**

Bank Guarantee no. Dated

To,
 Dedicated Freight Corridor Corporation of India Limited
 Office of CGM, A-1 Circular Road, Near SP GRP
 Kundan Nagar Circle- Ajmer 305001 (Rajasthan)

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 not withstanding 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 valid discharges of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

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

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

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

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

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

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

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

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

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

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

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

Bank Seal

Signature of Bank Authorize Official with Seal

Name:-----

Designation:-----

Address :

Witness:

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

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

ANNEXURE-X**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)(here in after called “the Contractor”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

- 1.0 In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2.0 The following documents shall be deemed to form and be read and construed as part of this Agreement:-
 - i) The Contract Agreement.
 - ii) Letter of Acceptance.
 - iii) Form of bid
 - iv) General Information
 - v) Notice Inviting Tender (with Annexes)
 - vi) Instructions to Tenderers
 - vii) Special Conditions of Contract
 - viii) Annexure
 - ix) Bill of Quantities(BOQ)
 - 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
authorized signatory)

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

Witness:

1.

2.

Signature of tenderer(s)

(Name, Designation and address
the authorized signatory)

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

Witness:

1.

2.

Page 98 of 111

for and on behalf of CGM DFCCIL Ajmer

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.

- 13 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 para6.1 (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.

2. 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.

3. Law and Place of Jurisdiction

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

4. 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.

5. Validity

5.1 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].

5.2 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.

6. The parties hereby sign this integrity pact at on.....

CLIENT

BIDDER

Name of the officer

CHIEF EXECUTIVE OFFICER Designation

Deptt./Ministry/PSU

Witness

Witness

1. 2.

Signature of tenderer(s)

Page 104 of 111

for and on behalf of CGM DFCCIL Ajmer

Note:

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

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

Annexure- XII

(Rly Bd's L.No. 202/CE-I/CT/3E/GCC/Policy Dated 30.12.2020)

BID SECURITY DECLARATION

(Applicable in case..... of Para..... STD)

I/We..... (Name of bidder) am/are aware that I/we..... have been exempted from submission of Bid Security/ Earnest Money deposit in lieu of this Bid Security Declaration. I/we..... understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/ Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/ We.....i.e., the bidder shall be banned from submission of bids in any Works/ Service Tender issued by DFCCILs for a period of 12 months from the date of such banning done on e-platform IREPS.

If the bidder is banned for submission of bids on the date of closing of tender, such bid, even if received, shall be treated as invalid while evaluating the bids.

Signature of Tenderer/s

Note :- 1.0 The bid security/ Earnest Money for the tender is NIL .
2.0 This is submitted in lieu of Bid Security Deposit/ Earnest Money for the particular tender.

Annexure- XIII

clause No. 6.1 &11(iv) Part-I of GCC-2020, with up to date correction slip

**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER
ALONGWITH THE TENDER DOCUMENTS**

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
of..... As per the tender
No..... 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 Electronic procurement System 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 Administration 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 understand 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 a period of up to five year. 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 certificate 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 a period of up to five year.

SEAL AND SIGNATURE
OF THE TENDERER
Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer..

FINANCIAL OFFER

(SCHEDULE OF RATES)

Schedule of Rates

Maintenance of General Power Supply (E&M) for Station buildings, IMD, IMSD, Service buildings, Staff quarters, any other buildings, electrical assets and other associated works between Marwar to Iqbalgadh under CGM Ajmer unit on contract basis for a period of one year.

S. No.	Description of work	Qty	Unit	Rate (Rs)	Amount
1.	Providing Highly skilled / Overall in-charge for supervising in day shift at every station for different E&M activities.	2160	Man days	707/-	1527120.00
2.	Providing Skilled Person for executing different E&M activities (one person in night shift at every station).	2160	Man days	603/-	1302480.00
3	Providing Semi-Skilled Person for executing different E&M activities (one person in day shift at every station).	2160	Man days	500/-	1080000.00
4	Providing Unskilled Person for executing different E&M activities (two persons in day shift and one in night at every station).	6480	Man days	427/-	2766960.00
	Total Estimated Value				66,76,560.00
Total Estimated value excluding GST is Rs. 66,76,560.00 (Rs.Sixty Six Lakh Seventy Six Thousand Five Hundred and Sixty only)					
GST/other statutory taxes as applicable shall be paid extra.					
Note: 1 Every month is taken as 30 days					
2 Contractor shall not change any description rate as published in tender.					
3 Refer letter no. F.No.1/20(3)/2020-LS-II Government of India, Ministry of Labour & Employment Dated 12 Oct 2020.					

<u>Offer Sheet</u>			
Offer to be filled by tenderer(s) in below table-			
Maintenance of General Power Supply (E&M) for Station buildings, IMD, MSD, Service buildings, Staff quarters, any other buildings, electrical assets and other associated works between Marwar to Iqbalgadh under CGM Ajmer unit on contract basis for a period of one year.			
S.N.	Description of work	Estimated Rate	
1.	Providing Highly skilled / Overall in-charge for supervising in day shift at every station for different E&M activities.	1527120.00	
2.	Providing Skilled Person for executing different E&M activities (one person in night shift at every station).	1302480.00	
3.	Providing Semi-Skilled Person for executing different E&M activities (one person in day shift at every station).	1080000.00	
4.	Providing Unskilled Person for executing different E&M activities (two persons in day shift and one in night at every station).	2766960.00	
	Total	66,76,560.00	
Note: 1. Offered rate shall be quoted under this table in % below, above & at par in figures as well as in words.			
2. GST as applicable shall be paid at actual on production of challan by contractor.			

Quoting of rates:-

The rate will be.....%

(Percentage) below/above/ at par (to be filled by the bidder in figure).

The rate will be.....%

(Percentage) below/above/at par (to be filled by the bidder in words).

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

End of the Tender document