



डेडीकेटेड फ्रेट कोरीडोर

Dedicated Freight Corridor Corporation of India Limited

(A Government of India Enterprise under Ministry of Railways)

E-Tender Document

FOR

Name of Work: Signalling and Telecommunication maintenance, replacement /refixing works, supply of minor spares and hiring of manpower and maintenance Vehicles, from DFCC Chainage Km 00 to 134 Km including link lines from IR Niyol to New Udhna station and from New Sanjali to IR Panoli station Western Dedicated Freight Corridor (WDFC) under DFCCIL Vadodara Unit for two years.

SINGLE PACKET OPEN E-TENDER

NOT TRANSFERABLE

Tender No.:- DFC-BRC-STMC-2023-24-163

(Participation through e-Tender only)

Visit: <https://ireps.gov.in> and its link at <https://dfccil.com>

(Help desk of IREPS: 011-23761525)

Employer:

General Manager (Co)/BRC

Dedicated Freight Corridor Corporation of India Ltd

4th Floor, Block-A, Narmada Naher Bhawan,

SSNNL Office, Chhani Jakat Naka, Vadodara – 390024

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CHECK LIST

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

S N	Description	Yes or No
1.	Rates have been quoted for All schedules/ items in terms of percentage on https://ireps.gov.in	
2	Declaration regarding no relative being employed in DFCCIL as <u>Annexure-VII</u> has been filled.	
3	Address for correspondence has been given at Section 2 Para 2.2, and Envelope has been addressed accordingly.	
4	Tenderer's General information filled up in <u>Annexure -I with attached documents/proof page marked/indicated.</u>	
5	All the Annexures from <u>Annexure-A to Annexure-D & Annexure -I to Annexure -XXIII</u> are properly filled up and relevant documents attached and indicated in <u>Annexures</u> , and submitted, <u>wherever required.</u> <u>Note: Tenderer to ensure submission of all the Annexures (duly filled) marked as mandatory without fail, else the offer shall be summarily rejected.</u>	
6	Bid Security Deposit as per NIT and Clause No. 3.1.4 of Section-3 has been attached	
7	Company seal should be put.	
8	The tender shall be accompanied with the following: -	
	(i) Copy of Bid Security Deposit as per NIT/ Clause No. 3.1.4 of Section-3 has been attached.	
	(ii) Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as <u>per Tender Notice.</u>	
	(iii) Certificate of Registration of Company, in case of a Company.	
	(iv) Partnership deed/ resolution as applicable.	
	(v) Power of Attorney as applicable.	
	(vi) GST Registration Certificate.	
	(vii) Any other relevant documents.	
9	For Sole Proprietorship Firm: Annexure XIV and also other documents as applicable.	
10	For HUF Firm: Annexure XV and also other documents as applicable.	
11	For partnership Firm: Annexure XVI, Annexure XVII if newly formed partnership firm, Annexure XVIII for existing partnership firm and also other documents as applicable.	
12	For Companies registered under Companies Act 2013: Annexure XIX, Annexure	

	XX and also other documents as applicable.
13	For registered Society & Registered Trust: Annexure XI and also other documents as applicable.
14	For LLP Firm registered under LLP Act 2008: Annexure XVII, Annexure XVIII, Annexure XXII Annexure XXIII and also other documents as applicable.
15	<u>For JV Firm: Applicable for Tender value more than 10 Cr. Not applicable here</u>
16	Pre-Contract Integrity Pact:- Annexure -X and other documents as applicable.
17	The tender document uploaded online, should be duly signed by the Tenderer. Any loose paper/ documents submitted separately shall not be considered as part of tender offer.
18	RATES TO BE QUOTED ONLINE ONLY on https://ireps.gov.in

Forwarding letter by Tenderer(s)

(On Letter Head of Firm/Company)

To,

**GM(Co)/ DFCCIL/Vadodara,
4th Floor, Block-A, SSNNL Office,
Narmada Naher Bhawan, Chhani Jakat
Naka, Vadodara - 390024**

Name of Work: Signalling and Telecommunication maintenance, replacement /refixing works, supply of minor spares and hiring of manpower and maintenance Vehicles, from DFCC Chainage Km 00 to 134 Km including link lines from IR Niyol to New Udhna station and from New Sanjali to IR Panoli station Western Dedicated Freight Corridor (WDFC) under DFCCIL Vadodara Unit for two years.

Ref: Tender No.:- DFC-BRC-STMC-2023-24-163 Dated:- 21.10.2023

1. I/We..... have read the various conditions of tender attached hereto and hereby agree to a Tenderer by the said conditions. I/We also agree to keep open this single packet open tender for acceptance for a period of **60 days** from the date fixed for opening the same and if I/We default thereof, I/We will be liable for banning from submission of bids in any works/Service Tender issued by DFCCIL for a period of 12 months from the date of such banning done on e-platform IREPS. I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms & Conditions of the Contract and to carry out the work according to the Scope of Work and Terms and Conditions of Contract as laid down by the DFCCIL Administration for the execution of present contract.
2. Bid Security is being submitted along with offer. I/We will be liable for banning from submission of bids in any works/Service Tender issued by DFCCIL for a period of 12 months from the date of such banning done on e-platform IREPS, without prejudice to any other rights or remedies if:

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

OR

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

OR

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

OR

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

OR

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

3. I/We agree to give the Performance Guarantee (PG) in a form of irrevocable bank guarantee/ FDR issued by any Scheduled Bank/or as specified in the tender document, amounting to 3% of the contract value to the DFCCIL within 21 days from the date of issue of letter of acceptance and before signing of the agreement.
4. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Witness
Witness's Name & Address

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

Instructions to Bidders for Online bidding

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

Instructions: -

1. **Applicability:** These instructions and conditions of contract shall be applicable for all the tenders and contracts of DFCCIL for execution of 'Works' as defined in GFR 2017.
2. **Online Bidding Methodology:** Online Bid System
3. **Broad outline of activities from Bidder's perspective: -**
 - a. Procure a Digital Signing Certificate (DSC)
 - b. Register on Electronic Tendering System (ETS)
 - c. Create Users and assign roles on ETS
 - d. View Notice Inviting E-Tender (NIT) on (ETS)
 - e. Download Official copy of Tender Documents from ETS.
 - f. Clarification to Tender Documents on ETS - Query to DFCCIL (Optional) - view response to queries posted by DFCCIL through addenda.
 - g. Bid Submission on ETS: Prepare & arrange all documents/paper for submission of bid online and BID SECURITY deposit.
 - h. Attend Public Online Tender Opening Event (TOE) on ETS.
 - i. Post TOE clarification on ETS (Optional). Respond to DFCCIL's post - TOE queries.

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

Note 1: - It is advised that all the documents to be submitted (See section 2 & 3 of tender document) are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission.

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

4. 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>).

5. Registration:

The Tender documents can be downloaded from the website: <https://ireps.gov.in> and to be submitted in the e - format. Bid Security have to be submitted only through online payment modes available on IREPS portal like net banking, debit card, credit card etc. Manual payments through Demand draft, Banker's cheque, Deposit receipts, FDR etc. are not allowed. Payments against this tender towards Bid Security are to be deposited/submitted before the schedule date & time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender documents from the website to keep themselves abreast of such amendments before submitting the tender documents.

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

6. **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.**
7. To participate in E-tender, it is mandatory for Tenderer(s) to get themselves registered on IREPS portal and to have user ID & Password. Payment of registration fee can be done through <https://ireps.gov.in>

IREPS Help Desk	011-23761525
DFCCIL Contact- 1	Alok Gupta, Dy. CPM/S&T/Vadodara
Telephone/Mobile No.	8511131548
E-mail ID	alokgupta@dfcc.co.in
DFCCIL Contact- 2	Vipul M Dave, Dy. PM/S&T-II/ Vadodara
Telephone/Mobile No.	7490027194
E-mail ID	vdave@dfcc.co.in
DFCCIL Contact- 3	Debjit Sarkar, JPM/S&T/ Vadodara
Telephone/Mobile No.	8116484484
E-mail ID	dsarkar@dfcc.co.in

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

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

- 7.1. BID SECURITY has to be deposited through e-payment only. The tender processing fees as per applicable rate payable through the e- payment gateways to IREPS portal is Non-refundable. Payments against this tender towards Bid Security are to be done before the schedule date & time of submission of the tender otherwise the Bid will not be considered
- 7.2. Tender documents (s) in original, duly filled in should be signed by bidder or his Authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.
- 7.3. Copy of PAN card
- 7.4. Copy of E.P.F. registration
- 7.5. Copy of ESI Certificate
- 7.6. Copy of GST registration no.
- 7.7. Declaration regarding no relative being employed in DFCCIL as Annexure- VII

- 7.8. Experience/Performance Certificate as per Annexure-II.
- 7.9. Self-Certificate as per Annexure-III.
- 7.10. Details as well as Supporting documents of works of similar nature physically completed in all respect as per contract agreement as defined in para 4.14 (Annexure-VIII).
- 7.11. Annual Contractual turnover of last three financial year & current financial year along with Supporting documents.
- 7.12. Pre-Contract Integrity Pact.
- 7.13. All Annexure as applicable.

The scanned copy of receipt duly indicating UTR number is to be uploaded.

Note: - Any discrepancy found in the downloaded tender document submitted by the bidder 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, and will be liable for cancellation of agreement done (if any) & appropriate action will be taken against the bidder.

8.0 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 (e-Tendering System).
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (DFCCIL shall 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. Bid Documents submitted physically offline shall not be considered/entertained.

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

9.0 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.

10.0 DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases the addendum(s)/corrigendum(s) shall be placed on <https://ireps.gov.in> and <https://dfccil.com>. 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

11.0 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.

12.0 Other instructions

- a) It is recommended that the Tenderer/vendor should visit the portal (<https://ireps.gov.in>), peruse the information provided under the relevant links and login to it and upload documents of bid.
- b) 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.

13.0 System of Quoting Rates

As per the instructions given on IREPS portal website i.e. <https://ireps.gov.in>

1. SECTION 1:

NOTICE INVITING E-TENDER (NIT)

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

1	E-Tender No.	DFC-BRC-STMC-2023-24-163
2	Name of Work	Signalling and Telecommunication Maintenance, Replacement /refixing works, supply of minor spares and hiring of manpower and maintenance Vehicles, from DFCC Chainage Km 00 to 134 Km (i.e. WDFC Uniform Chainage : 286+867 to 420+808) including link lines from IR Niyol to New Udhna station and from New Sanjali to IR Panoli station Western Dedicated Freight Corridor (WDFC) under DFCCIL Vadodara Unit for Two years.
3	Estimated Cost of Work	Rs. 4,39,16,554.20/- (Rupees Four crore Thirty Nine Lakh Sixteen Thousand Five Hundred Fifty Four and Paise Twenty Two Only) inclusive of GST, all statutory taxes & duties etc.
4	Duration of Contract	24 (Twenty-Four) months
5	Type of Tender	<u>Open E-Tender (Single Packet)</u>
6	Cost of Tender document	Nil being E-Tender

7	Bid Security	<p>(a) The tenderer shall be required to deposit Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be be Rs. 3,69,600/- (Rupees Three Lakh Sixty Nine Thousand Six Hundred Only). <u>The Bid Security shall remain valid for a minimum period of 120 days beyond the validity period of the bid.</u></p> <p>(i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as “Startups” shall be exempted from payment of Bid Security deposit detailed above.</p> <p>(ii) MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money</p> <p>(iii) Labour Cooperative Societies shall deposit only 50% of Bid Security deposit detailed above.</p> <p>(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to participate in tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Employer, failing to which, the aforesaid amount shall be liable to be forfeited to the DFCCIL.</p> <p>(c) If his tender is accepted this Bid Security mentioned in sub clause (a) above will be retained as part of security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract of Indian Railways. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.</p> <p>(d) The Bid Security shall be deposited online through e-payment gateway only.</p>
8	Security Deposit	The Security Deposit shall be 5% of the contract value
9	Uploading of NIT and Tender Document	NIT and Tender Document can be viewed from 21.10.2023 on DFCCIL website (https://dfccil.com) as well as https://ireps.gov.in
10	Last Date & Time of Submission of Tender(Online)	20.11.2023 up to 15:00 hrs. on https://ireps.gov.in
11	Date and time of Online opening of bid	20.11.2023 at 15:30 hrs. on https://ireps.gov.in
12	Validity of offer	Minimum 60 days from the date of opening of tender.
13	Defect Liability Period	60 days after successful completion of this Contract and taking over by the Employer.
14	Address of Communication	DFCCIL, 4 th Floor, Block-A, SSNNL Office, Narmada Naher Bhawan, Chhani Jakat Naka, Vadodara - 390024 Website: https://dfccil.com

15	Officer-in-charge	Dy. CPM/S&T (Mobile No: 8511131548)
16	Help Desk for E-Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature, contact at Help desk of https://ireps.gov.in and phone No.-011-23761525
17	Availability of Tender Documents	The Tender documents can be downloaded from https://ireps.gov.in . Tenderer who wishes to view free Notification and Tender Documents can visit https://dfccil.com . DFCCIL may issue Addendum (s)/Corrigendum (s) to the Tender document, if any, which shall be issued at least seven days in advance of the date of opening of tender and placed only on the DFCCIL website & website https://ireps.gov.in .

Note- 1. Tenderer should bear the fact in mind while quoting the rates that GST will be paid by Contractor as per prevailing rate as applicable. GST Invoice will be produced by contractor for on account bill.

2. Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats. Offers submitted without Mandatory documents shall be summarily rejected.

3. Tender documents should be downloaded from the website address <https://ireps.gov.in>.
4. No request for extension of the Tender Due Date shall be considered.
5. The Offer shall be valid for 60 days from the **date of opening of the tender**, and extended further if required from time to time. The Contractor cannot withdraw their offer within the period of validity/extended validity lest liable for banning from submission of bids in any works/Service Tender issued by DFCCIL for a period of 12 months from the date of such banning done on e-platform IREPS.
6. Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website <https://ireps.gov.in> Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.
7. No tender document will be available offline. Downloading tender documents online and submission of tender online is mandatory for this tender.
8. Any further addendum/Corrigendum for this tender will be posted in DFCCIL tendering portal website <https://ireps.gov.in> only. Interested bidders are advised to check website regularly for any Addendum/ Corrigendum.

**General Manager/Co
DFCCIL/Vadodara**

2. SECTION 2:

Invitation for E-Tenders

Dear Sir,

.....
.....

General Manager/Co, DFCCIL, Vadodara for and on behalf of DFCCIL invites, Tenders in Single Packet Open E-Tender system, from the tendering firms to carry out “Signalling and Telecommunication maintenance, replacement /refixing works, supply of minor spares and hiring of manpower and maintenance Vehicles, from DFCC Chainage Km 00 to 134 Km including link lines from IR Niyol to New Udhna station and from New Sanjali to IR Panoli station Western Dedicated Freight Corridor (WDFC) under DFCCIL Vadodara Unit for two years.”

2.1 SCOPE OF WORK

The contractor/agency shall be required to carry out “Signalling and Telecommunication maintenance, replacement /refixing works, supply of minor spares and hiring of manpower and maintenance Vehicles, from DFCC Chainage Km 00 to 134 Km including link lines from IR Niyol to New Udhna station and from New Sanjali to IR Panoli station Western Dedicated Freight Corridor (WDFC) under DFCCIL Vadodara Unit for two years.” (As per SECTION –6 and clause 5.2 of the tender document.)

2.2 KEY DETAILS OF THE TENDER ARE AS UNDER-

1	E-Tender No.	DFC-BRC-STMC-2023-24-163
2	Name of Work	Signalling and Telecommunication maintenance, replacement /refixing works, supply of minor spares and hiring of manpower and maintenance Vehicles, from DFCC Chainage Km 00 to 134 Km including link lines from IR Niyol to New Udhna station and from New Sanjali to IR Panoli station Western Dedicated Freight Corridor (WDFC) under DFCCIL Vadodara Unit for two years.
3	Estimated Cost of Work	Rs. 4,39,16,554.20/- (Rupees Four crore Thirty Nine Lakh Sixteen Thousand Five Hundred Fifty Four and Paise Twenty Two Only) inclusive of GST, all statutory taxes & duties etc.
4	Duration of Contract	24 (Twenty Four) months
5	Type of Tender	<u>Open E-Tender (Single Packet)</u>
6	Cost of Tender Document	Nil being E-Tender

7	Bid Security	<p>(a) The tenderer shall be required to deposit Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be be Rs. 3,69,600/- (Rupees Three Lakh Sixty Nine Thousand Six Hundred Only). <u>The Bid Security shall remain valid for a minimum period of 120 days beyond the validity period of the bid.</u></p> <p>(i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as “Startups” shall be exempted from payment of Bid Security deposit detailed above.</p> <p>(ii) MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money</p> <p>(iii) Labour Cooperative Societies shall deposit only 50% of Bid Security deposit detailed above.</p> <p>(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to participate in tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Employer, failing to which, the aforesaid amount shall be liable to be forfeited to the DFCCIL.</p> <p>(c) If his tender is accepted this Bid Security mentioned in sub clause (a) above will be retained as part of security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract of Indian Railways. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.</p> <p>(d) The Bid Security shall be deposited online through e-payment gateway only.</p>
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Note: (i) Tender documents should be downloaded from the website address <https://ireps.gov.in>. Tender documents shall also be available on the official web site of DFCCIL i.e. <https://dfccil.com>.

3. SECTION 3:

Information and Instructions to Tenderer(s)

3.1. INFORMATION

- 3.1.1 E-Tender has been invited under 'single packet' system.
- 3.1.2 The tenderer(s) can download the Bid document online from the website address <https://ireps.gov.in> as per the date & timing mentioned in SECTION –I of the bid document.
- 3.1.3 Tender document are also available on DFCCIL's official website i.e. <https://dfccil.com>.
- 3.1.4 Payment of BID SECURITY, in respect of e-tendering, shall be accepted through net banking or payment gateway only, before the schedule date and time of submission of the tender **otherwise the Bid will not be considered/shall be summarily rejected.** No documents are required to be submitted 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/Vadodara bank account for making payment by RTGS are as under:

Name	CGM DFCCIL Vadodara
Bank account number	310601010040591
IFSC code	UBIN0546836
Bank Name	Union Bank of India
Branch	MOTIBAGH-I-DELHI BRANCH

- 3.1.5 The entire bid document shall be scanned & uploaded online on the website. The hard copy of those pages should be scanned after sign and stamp. Tender document shall be accompanied with the scanned copies of Bid deposit in proper form, document about the status of the firm such as Partnership Deed, Power of Attorney; documents in support of the of Tender(s), all other documents mentioned in Annexure-I.
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.
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.
In preparing the Proposal, Tenderer(s) are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Tenderer(s) and will result in rejection of the proposal submitted by the Tenderer(s).
- 3.1.6 If the Tenderer(s) deliberately gives/ give wrong information in his / their tender or creates /create circumstances for the acceptance of his/ their tender, the DFCCIL reserves the right to reject such tender at any stage.
- 3.1.7 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.
- 3.1.8 While quoting the rates online on <https://ireps.gov.in> ,Tenderer(s) are expected to take into account the requirement and conditions of the tender documents.

- 3.1.9 A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the later shall prevail and shall be binding on the Tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also be prepared on the basis of master document kept in the office of tender inviting authority.
- 3.1.10 The Tenderer(s) downloading the documents from internet must keep themselves updated through the website from which the tender document is downloaded regarding corrigendum, if any, to the notice inviting tender or the tender document, which shall be uploaded in the same website. The offers received without such corrigendum published shall be liable to be rejected.
- 3.1.11 Any willful changes/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/ award of tender or after award of work and the same may result in penal action including banning of further business with the defaulting Tenderer(s). In addition, the Tenderer(s) are liable to be prosecuted for the same as per law.
- 3.1.12 The Tenderer(s) whether a sole proprietor, a limited company or a partnership firm, if they want to act through agent or individual partner/partners should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public, or by Magistrate in favor of the specific person whether he/they be partner/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
- 3.1.13 **JV Firms: JV Firms are not allowed to participate in the present open tender.**
- 3.1.14 **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) Bill of Quantities
 - c) Special condition of Contract
 - d) Technical Specifications as given in tender documents
 - e) The contract agreement (if completed)
 - f) The notice inviting tender / instructions of Tenderers
 - g) General conditions of Contract

3.2. SUBMISSION OF TENDER

- 3.2.1. All Tenders shall be submitted through online mode only at website <https://ireps.gov.in>. Tender submitted by any other mode will not be accepted.
- 3.2.2. Venue of submission of tender: - No tender will be accepted/received offline or in any other office.
- 3.2.3. The mandatory seal & signed on all pages should be submitted online not later than date and timings mentioned as in NIT in SECTION-1 of the tender document.
- 3.2.4. Tender fee need not be submitted for E-tender.
- 3.2.5. Any tender received late are liable to be rejected summarily.

3.3. TENDER OPENING

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

3.4. GENERAL INFORMATION

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

3.5. VALIDITY OF PROPOSAL

- 3.5.1. The Tenderer(s) shall keep their offer open for a minimum period of 60 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 Bid Security deposit. The Tenderer(s) cannot withdraw their offer within the period of validity / extended validity.

3.6. COST OF TENDER DOCUMENT: Nil in case of E-Tender

3.7. BID SECURITY

- 3.7.1. The tenderer (s) must deposit the BID SECURITY amount mentioned in clause 2.2 of Section-2 in DFCCIL account given in clause 3.1.4 of Section-3 and submit the copy of receipt/RTGS detail along with their offer.

3.7.2. Provision for medium & small enterprises (MSE):

As mandated by Railway Board Letter No. 2010/RS (G)/363/1 dated 05.07.2012 (RBS No. 4/2012), in compliance to public procurement policy, following provisions are included for Medium & Small Enterprises (MSE) in the tender document:

1. Tender sets shall be provided free of cost to MSEs registered with the listed agencies for the item tendered.
2. MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money.

3. (I) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:
- (i) District industries Centres
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board
 - (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom
 - (vii) Any other body specified by Ministry of MSME.
- (II) The MSEs must also indicate the terminal validity date of their registration. Failing (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.
4. Definition of MSEs owned by SC/ST is as give below:
- (i) In case of proprietary MSE, proprietors (s) shall be SC/ST.
 - (ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - (iii) In case of Private Limited Companies at least 51% share shall be held by SC/ST promoters.
5. All bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/tender process or other tender requirements and L-1 price.
6. The above facilities shall not be applicable for the items for which they are not registered.
7. The tenderer (s) shall submit copy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSMEs shall also submit a copy of “Entrepreneur’s Memorandum (Part-II)” of the concerned district centre where the unit is established.
8. Registration of Udyog Aadhar Memorandum (UAM): All Micro, Small and Medium Enterprises (MSMEs) bidders are required to declare UAM Number on CPPP /www. ireps.gov.in failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for tenders invited electronically through CPPP /www. ireps.gov.in.

3.7.3. Tenderers seeking exemption from bid security shall have to submit Bid Security Declaration Form mandatorily along with valid documents mentioned above, failing which no exemption shall be considered.

3.7.4. **The Tenders received without BID SECURITY in the manner given in the tender document shall be summarily rejected.**

3.8 ELIGIBILITY CRITERIA AND TENDERER(S)'S CREDENTIAL :-

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

A. Essential Qualifying Criteria

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

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

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

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

B. Technical Eligibility Criteria:

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

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

OR

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

OR

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

Note: “The similar nature of work is defined as “To carry out the work related to Repairing/ Refixing/ Replacement/ Construction/ Maintenance of Signalling & Telecommunications assets in Indian Railways or in Railway PSUs like RVNL, IRCON, RITES, DFCCIL etc. or Metro Railway”

*Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor’s default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

C. Financial Eligibility Criteria:

The tenderer must have minimum average annual contractual turnover of **V/N crores**; where

V= Advertised value of the tender in crores of Rupees

N= Number of years prescribed for completion of work for which bids have been invited.

The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

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

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

- 3.8.1 Tenderer (s) shall submit along with the tender, adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Tender notice & Tender conditions.
- a. In reference to para 3.8 of the tender document, the Tenderer (s) will produce/attach the certificate of Work completion (As per **Annexure-VIII (Mandatory)**)
- 3.8.2 In case the Tenderer(s) do not submit any proof for meeting with the eligibility criteria as laid down above in the Tender notice & Tender conditions, along with the tender, the offer shall be considered as in-complete and summarily rejected.
- 3.8.3 All documents submitted (online) with the tender should be duly attested.
- 3.8.4 Certificates from Private individuals (Non-Government) for whom such works are executed/being executed will NOT be accepted.
- 3.8.5 Each tenderer has to satisfy the eligibility criteria for technical capability, competence as well as for financial capacity and organizational resources as specified in the tender documents to qualify for consideration of bid submitted by tenderer(s).
- 3.8.6 There should not be any unsatisfactory performance report of the Contractor from any source.
- 3.8.7 Tenderer(s) may please note that their offers will be evaluated as per the credentials/ documents attached by the tenderer(s) along with the tender.
- 3.8.8 The tenderer must submit the documents in favour of fulfilling the eligibility criteria. **Tenders submitted without documents defined in para 3.8 shall be summarily rejected.**

3.9 **FIRM DETAILS, SIGNATURE OF TENDERER(S) & DOCUMENTARY PROOF**

- 3.9.1. The Tender must contain the full name, designation and complete address of place of business of the person(s) signing the Tender. Tenderer(s) shall furnish "TENDER'S GENERAL INFORMATION" as per (Annexure-I).
- 3.9.2. The Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer(s). Any individual or individuals signing the Tender Documents or other documents connected therewith should specify whether he is signing-
- a) As a Sole Proprietor of the firm or Attorney of the Sole Proprietor; or
- b) As a Partner or Partners of the firm; or
- c) As a Director, Manager or Secretary in a Limited Company etc.
- 3.9.3. The Tenderer(s)/s whose tender is accepted will be required to appear at the office of the General Manager/Co/Vadodara, 4th Floor, Block-A, SSNNL Office, Narmada Neher Bhawan, Chhani Jakat Naka, Vadodara -390024 , in person or in case of firm or corporation, a duly authorized representative shall appear to execute the Contract Documents within 07(seven) days after notice from DFCCIL that the contract agreement is 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 Bid Security accompanying the tender shall stand forfeited. **The Contract Agreement shall be entered into by DFCCIL only after submission of valid Performance Guarantee by the Contractor.**

3.10 PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER

- 3.10.1 Tenderer(s) have to quote a single flat percentage above or below (in both words & figures) the rates given in schedule. This flat percentage will be applicable for all the items in schedule.
- 3.10.2 Rates are inclusive of labour, material, all statutory taxes and obligations of Central Govt. and State Govt. / local bodies as applicable at the time of the opening of the tender, unless otherwise specified separately in this tender document. The Tender prices shall be in Indian rupees only.
- 3.10.3 Taxes, if any, levied after opening of the tender will be borne by DFCCIL and will be 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. Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.

3.11 PROPOSAL EVALUATION

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

3.12 ENGAGEMENT OF MANPOWER

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

3.13. AWARD OF CONTRACT

- 3.13.1. The DFCCIL will issue a letter of Acceptance to the successful Tenderer.
- 3.13.2. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between DFCCIL and Tenderer subject to the modifications, as may be mutually agreed to and indicated in the letter of acceptance.
- 3.13.3. The successful Tenderer will be required to execute the Contract Agreement within 15 days of receipt of notice by the DFCCIL Administration after successful submission of Performance Bank Guarantee that such document is ready, as per conditions mentioned in Tender Document, General Conditions of Contract (section 4) and Special Conditions of Contract (section 5).

- 3.13.4. The successful firm / Tenderer with whom the contract is signed shall commence the assignment immediately after the issue of acceptance letter in accordance with the contract.
- 3.13.5. All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the contractor.

3.14. CONFIDENTIALITY

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

3.15. CHECK LIST

- 3.15.1 The Tenderer(s) is requested to submit the tender documents and attachments as per the details specified in the Tender document. Any deviation/omission from above will be on Tenderer(s)'s own risk.
- The Tenderer(s) are requested to duly fill in the checklist. The checklist is only a reminder of certain important items, to facilitate the Tenderer(s). This, however, does not relieve the Tenderer(s) of its responsibility to make sure that his proposal is otherwise complete in all respects.

4. SECTION 4:

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT (IR GCC April 2022) will form an integral part of the Tender and contract.

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

4.1. DEFINITIONS: Unless excluded by or repugnant to the context:

- 4.1.1. The expression “Department”/ “Client”/ “DFCCIL”/ “Corporation”/ “Employer”/ “Engineer” as used in the tender papers shall mean Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL) & such expression shall also include its legal successors and permitted assignees. General Manager/Co/DFCCIL/Vadodara will act as “Employer” in this tender.
- 4.1.2. “Officer”/ “Officer-in-charge”/ “DFCCIL's representative” of the work shall mean the DFCCIL Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- 4.1.3. The “Contract” shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with Annexure mentioned therein including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- 4.1.4. The “Contractor/ Tenderer(s)” shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assignees of such individual or firm or company.
- 4.1.5. The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.
- 4.1.6. The “Contract time” means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- 4.1.7. A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 4.1.8. A “month” shall mean a calendar month.
- 4.1.9. A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.

- 4.1.10. "Client" means Dedicated Freight Corridor Corporation of India Limited.
- 4.1.11. "Consultant" means any entity or person that may provide the services to the client under the contract.
- 4.1.12. "Data Sheet" means such part of the Instructions to Tenderer(s) used to reflect specific assignment conditions.
- 4.1.13. "Day" means calendar day.
- 4.1.14. "Government" means the Government of India.
- 4.1.15. "Personnel" means professionals and support staff provided by the Contractor(s)/Tenderer(s) and assigned to perform the Services or any part thereof.
- 4.1.16. "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- 4.1.17. "Proposal" means the Technical Proposal and the Financial Proposal.
- 4.1.18. "RFP" means the Request for Proposal prepared by the Client for the selection of Tenderer(s).
- 4.1.19. "Services" means the work to be performed by the Tenderer(s) pursuant to the contract. "Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed respective responsibilities of the client, and the tenderer(s), and expected results and deliverables of the assignment.
- 4.1.20. "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- 4.1.21. "Excepted Risks" are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- 4.1.22. "GCC" means the General Conditions of Contract.
- 4.1.23. "Letter of Acceptance" means the formal acceptance letter from the DFCCIL of the Tender.
- 4.1.24. "Local currency" means the currency of Government of India.
- 4.1.25. Engagement of Manpower/Personnel under requisite category will be on actual requirement basis.
- 4.1.26. "DFC" means DFCCIL/Vadodara unit.
- 4.1.27. "IMD" means Integrated Maintenance Depot.
- 4.1.28. "IMSD" means Integrated Maintenance Sub-Depot.
- 4.1.29. "ALH" means Auto-Location Hut, "TH" means Telecom Hut, "SER" means Signalling Equipment Room, "TER" means Telecom Equipment Room.

4.2. GENERAL INFORMATION

- 4.2.1. The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, **Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.**
- 4.2.2. The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Tenderer(s).
- 4.2.3. Tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations, if required. The Client is not bound to accept any proposal, and reserves the right to dissolve the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderer(s).

- 4.2.4. The Client requires that Tenderer(s) provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 4.2.5. A Tenderer(s) (including its Personnel and Sub-Tenderer(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Tenderer(s) to be executed for the same or for another Client.
- 4.2.6. It is the DFCCIL's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCCIL:
- a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - 1) “**Corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - 2) “**Fraudulent practice**” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - 3) “**Collusive practices**” means a scheme or arrangement between two or more Tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - 4) “**Coercive practices**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
 - b) Will reject a proposal for award if it determines that the Tenderer(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
 - c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- 4.2.7. Tenderer(s), their Sub-Tenderer(s), and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Tenderer(s) shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

4.3. COMMUNICATION AND LANGUAGE OF CONTRACT

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

4.4. INTERPRETATION

In the contract, except where the context requires otherwise:

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

4.5. LANGUAGE OF CONTRACT

- 4.5.1. The Contract shall be executed in English or Hindi, which shall be controlling language for all matters relating to meaning or interpretation of this Contract. If any controversy arisen because of languages, then English version of Tender will prevail.

4.6. ENTIRE AGREEMENT

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

4.7. MODIFICATIONS

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

4.8. CARE IN SUBMISSION OF TENDERS: -

- 4.8.1. Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive for the completion of works to the entire satisfaction of the DFCCIL.
- 4.8.2. Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- 4.8.3. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- 4.8.4. In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

- 4.8.5. When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- 4.8.6. 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 execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 4.8.7. The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-XIII. Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

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

- 4.9.1. The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders..
- 4.9.2. 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 Railway reserves the right to reject such tender at any stage.
- 4.9.3. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, DFCCIL shall deem such tender as cancelled/contract as terminated under para 4.26 of the General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, DFCCIL shall deem such tender as cancelled / contract as terminated under para 4.26 of the General Conditions of Contract.

4.10. OMISSIONS & DISCREPANCIES: -

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

4.11. PARTNERSHIP DEED

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

4.12. PERFORMANCE GUARANTEE (P.G)

- 4.12.1. The procedure for obtaining Performance Guarantee is outlined below:
- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the office of GM/Co/BRC, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated GM/Co/BRC office shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.
The failed Contractor shall be debarred from participating in re-tender for that work.
- 4.12.2. On acceptance of tender, the successful Tenderer(s) shall have to submit Performance Guarantee amounting to 3% of the contract value in any one of the form:
- (i) A deposit of Cash in DFCCIL account;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;

- (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- (vi) Deposit in the Post Office Saving Bank;
- (vii) Deposit in the National Savings Certificates;
- (viii) Twelve years National Defence Certificates;
- (ix) Ten years Defence Deposits;
- (x) National Defence Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less in favour of **General Manager/Co, DFCCIL, Vadodara.**

- 4.12.3. This guarantee shall be initially valid up to the stipulated date of completion of work plus 60 days beyond the defect liability period. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 4.12.4. The Performance Guarantee (PG) shall be released after the physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit, however, shall be released only after the expiry of the defect liability period and after passing the final bill based on "No Claim Certificate".
- 4.12.5. 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 the risk and cost of the failed contractor. However, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm. Further, the authorized representative of the failed contractor shall not be accepted as the authorized representative in the new contract.
- 4.12.6. DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:
- a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event DFCCIL may claim the full amount of the Performance Guarantee.
 - b) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by DFCCIL.
 - c) The contract being determined or rescinded under provision of the Contract Agreement, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.
 - d) The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 3% (three percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the

value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 3% (three percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with DFCCIL, shall be returned to Contractor as per his request duly safeguarding the interest of DFCCIL. .

4.13. SECURITY DEPOSIT

4.13.1 The Security Deposit shall be 5% of the contract value. The Bid Security deposited by the Contractor with his tender will be retained/encashed by the DFCCIL as part of security for the due and faithful fulfilment of the contract by the contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the DFCCIL shall return the Bid Security, to the Contractor.

4.13.2 Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. 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 (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

4.13.3 Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

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

4.13.5 No interest will be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract.

4.14. Eligibility Criteria:

4.14.1 Technical Eligibility Criteria: -

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

- a) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
- b) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
- c) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

Note: “The similar nature of work is defined as “To carry out the work related to Repairing/ Refixing/ Replacement/ Construction/ Maintenance of Signalling & Telecommunications assets in Indian Railways or in Railway PSUs like RVNL, IRCON, RITES, DFCCIL etc. or Metro Railway”

*Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor’s default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

4.14.2. Financial Eligibility Criteria: -

The tenderer must have minimum average annual contractual turnover of **V/N crores**; where

V= Advertised value of the tender in crores of Rupees

N= Number of years prescribed for completion of work for which bids have been invited.

The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

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

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

- 4.14.3 Tenderer (s) shall submit along with the tender, adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Tender notice & Tender conditions.
- b. In reference to para 4.14 of the tender document, the Tenderer (s) will produce/attach the certificate of Work completion (As per **Annexure-VIII (Mandatory)**)
- 4.14.4 In case the Tenderer(s) do not submit any proof for meeting with the eligibility criteria as laid down above in the Tender notice & Tender conditions, along with the tender, the offer shall be considered as in-complete and summarily rejected.
- 4.14.5 All documents submitted (online) with the tender should be duly attested.
- 4.14.6 Certificates from Private individuals (Non-Government) for whom such works are executed/being executed will NOT be accepted.
- 4.14.7 Each tenderer has to satisfy the eligibility criteria for technical capability, competence as well as for financial capacity and organizational resources as specified in the tender documents to qualify for consideration of bid submitted by tenderer(s).
- 4.14.8 There should not be any unsatisfactory performance report of the Contractor from any source.
- 4.14.9 Tenderer(s) may please note that their offers will be evaluated as per the credentials/ documents attached by the tenderer(s) along with the tender.
- 4.14.10 The tenderer must submit the documents in favour of fulfilling the eligibility criteria. **Tenders submitted without documents defined in para 4.14 shall be summarily rejected..**

4.15. **AGREEMENT:**

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

4.16. **CHANGE IN ADDRESS:**

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

4.17. **OBLIGATION OF DFCCIL**

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

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

4.19. INDEMNITY

The Tenderer(s) shall indemnify and hold harmless to DFCCIL and its Directors, Officers and Employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Tenderer(s) or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or outside the premises including but not limited to any and all claims by the hired manpower. Contractor should submit a standing Indemnity bond as per Annexure-XII.

4.20. OTHER TERMS AND TERMINATION

- 4.20.1. Contract shall be deemed to have commenced as on from date of issuance of letter of intent and shall be in force for an initial period of two years.
- 4.20.2. Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving due written notice to other party.
- 4.20.3. Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 4.20.4. In performing the terms and conditions of the contract, the Tenderer(s) shall at all times act as an Independent Tenderer(s). The contract does not in any way create a relationship of principal and agent between DFCCIL and the Tenderer(s). The Tenderer(s) shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a Principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Tenderer(s) shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

4.21. LAWS AND REGULATIONS:

- 4.21.1. Governing Law: This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.

4.21.2. Resolving the disputes: In case of disputes, between a Contractor and the field officers, regarding this tender, decision of **DFCCIL**, shall be the final and binding.

4.22. INCOME TAX

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

4.23. GST

GST as admissible shall be paid as applicable on submission of invoice. Any modification in tax provision in future by Govt. will be binding on contractor & DFCCIL.

4.24. PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties (whichever applicable) including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes of Govt. including GST. However, the GST liability on the Contractor will be governed by clause 4.23 of the tender document.

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

4.25. STATUTORY INCREASE IN DUTIES, TAXES ETC

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

4.26. DETERMINATION OF CONTRACT

4.26.1. Right of DFCCIL to Determine the Contract: The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL'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 therefor shall be conclusive evidence thereof.

4.26.2. Payment on Determination of Contract: Should the contract be determined under para 4.26.1 of this para and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the DFCCIL shall admit and consider such claims as are deemed

reasonable and are supported by vouchers to the satisfaction of the DFCCIL. The DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.

4.26.3. 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.

4.26.4. Determination of Contract owing to Default of Contractor:

If the Contractor should:

- a) Becomes bankrupt or insolvent, or
- b) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- c) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- d) Have an execution levied on his goods or property on the works, or
- e) Assign the contract or any part thereof otherwise than as provided in Clause 7 of STANDARD GENERAL CONDITIONS OF CONTRACT of GCC April 2022, or
- f) Abandon the contract, or
- g) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- h) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- i) Fail to Execute the contract documents in terms of the Instructions to Tenderers.
- j) Fail to submit the documents pertaining to identity of JV and PAN
- k) 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 STANDARD GENERAL CONDITIONS OF CONTRACT of GCC April 2022, or
- l) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of STANDARD GENERAL CONDITIONS OF CONTRACT of GCC April 2022, or
- m) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of STANDARD GENERAL CONDITIONS OF CONTRACT of GCC April 2022, or
- n) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- o) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

4.26.5. In any such case the DFCCIL may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so

far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the DFCCIL, the DFCCIL shall be entitled after giving 48 hours' notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

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

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

4.28. LABOUR RULES

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

4.29. COMPLIANCE OF VARIOUS ACTS:

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

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

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

4.31. SETTLEMENT OF DISPUTES (Clause 63 and 64 of Standard GCC April 2022 shall apply)

4.32. Conciliation of Disputes:

1. This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.
2. 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 termination of the contract, shall be referred by the Contractor to the "Chief General Manager" or " General Manager/Co-ord" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Employer. Chief General Manager or General Manager/Co-ord shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.
3. The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
4. If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
5. The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
6. The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

4.33. AWARD TO BE BINDING ON ALL PARTIES

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

4.34. SUBSTITUTE ARBITRATORS

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

4.35. INTEREST ON AWARDED AMOUNT

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

4.36. SETTLEMENT THROUGH COURT

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

4.37. EXCEPTION

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

4.38. JURISDICTION OF COURTS

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

5. SECTION 5:

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

Name of work: Signalling and Telecommunication maintenance, replacement /refixing works, supply of minor spares and hiring of manpower and maintenance Vehicles, from DFCC Chainage Km 00 to 134 Km (i.e. Uniform WDFC Chainage : 286+867 to 420+808) including link lines from IR Niyol to New Udhna station and from New Sanjali to IR Panoli station of Western Dedicated Freight Corridor (WDFC) under DFCCIL Vadodara Unit for two years.

5.1. INTRODUCTION: -

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

5.2. DETAILED SCOPE OF WORK

A. For Schedule items at Sr. No. 1 to 31 (Section-6 “Schedule of Approximate Quantities & Rate”)

5.2.1. To carry out the work on “as & when required basis” for Schedule items at Sr. no. 1 to 31, detailed in Section-6 “**Schedule of Approximate Quantities & Rate**” of this Tender document.

5.2.2. The work shall be executed at all S&T installations in 05 WDFC Stations, 06 Block Sections & 04 IR Connecting lines in a total stretch of approximately 134 Route Km + approx. 16 Route Km of Connectivity Line (New Udhna- IR Niyol and IR Panoli – New Sanjali) under the Jurisdiction of GM/Co/Vadodara as per requirement/instruction of DFCCIL Site-Incharge.

5.2.3. Tentative Locations where the work need to be executed on “as & when required basis” is available as follows:

Sr. No.	Stations	Connectivity Lines
1	New Bhestan (Junction)	IR Bhestan - DFC New Bhestan Connectivity Line
2	New Udhna (Junction)	IR Niyol - DFC New Udhna Link Line
3	New Gothangam (Junction & IMSD)	IR Gothangam- DFC New Gothangam Connectivity Line
4	New Sanjali (Junction)	IR Panoli - DFC New Sanjali Link line
5	New Varediya (Crossing)	-

- 5.2.4. The work shall be done as per instruction issued by DFCCIL site-incharge. DFCCIL's SSOD (Standard Schedule of Dimensions) shall be followed to avoid any infringement during execution of work at the site.
- 5.2.5. The Contractor shall ensure the safety of existing assets like cables, location box, signals etc. during the activities like trenching, cable laying etc. and if, any of the existing cables gets damaged during the work, the repairing /replacement of the same shall be done by the Contractor at his own cost.
- 5.2.6. The Contractor shall ensure to take all safety measures during the execution of the work.
- 5.2.7. The Contractor shall arrange space for storage & inspection of the material at his own cost or may request DFCCIL to allot the space at any of the WDFC stations/IMD/IMSD given in para 5.2.3 above. **The contractor shall arrange suitable means of transportation of manpower for immediate movement in case of any failure/emergency/incident etc. at their own cost.** DFCCIL may / may not Sutable rental charges shall be levied on Contractor if DFCCIL provides storage space on Contractor's request. However, responsibility regarding safety & security of the stored material shall vest with the Contractor only. The allotment of land by DFCCIL shall be subjected to availability only.
- 5.2.8. Equipment/material in the schedule where RDSO/IS specification has not been stipulated, shall be procured from manufacturers of repute / their authorized dealers/ approved source.
- 5.2.9. All the materials to be supplied by the Contractor need to be supplied at the nominated work sites as required and instructed by DFCCIL site-incharge. The loading, unloading and transportation of these materials to the site of work will have to be done by the Contractor at its own cost. The security of the material brought to the site of work will remain with the Contractor till the material taken over are duly erected and accepted by the DFCCIL.
- 5.2.10. All the material and workmanship to be used in this work shall be of extremely good quality, reputed make and shall have appropriate class in every respect and is expected to give trouble free service. DFCCIL shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship or otherwise not in accordance with the Specification and the DFCCIL's decision shall be final, even though they might have been inspected by RDSO/RITES or any other firm. The Contractor shall remove forthwith any such material rejected and replace them promptly at his own cost.
- 5.2.11. Approved Design/Drawings shall be made available to the successful tenderer on request, to identify the location of existing S&T cables and other equipment, wherever required, during the execution of work like trenching/laying/connection of Power Cables and earthing etc. at the site as per requirement, so as to ensure that no damage is done to existing healthy cables and other S&T gears/equipment. DFC representative shall assist the successful tenderer to interpret the drawings and specifications.
- 5.2.12. After the issue of the Letter of Acceptance, the successful tenderer shall inform the concerned JPM/APMs/Dy.PMs (S&T) of DFCCIL as per their respective jurisdiction, prior to start any execution of work at any location.
- 5.2.13. Before carrying out the digging, trenching or any other earth related works, the Contractor shall ensure to locate & safeguard the known and unknown underground utilities by using a pre-approved scanning Equipment. The Equipment to be used for scanning shall be got approved from DFCCIL.
- 5.2.14. Inspection of material, filling of the measurement book issued by DFCCIL shall be the responsibility of S&T Executive/Sr. Executive nominated by the

B. For Schedule items at Sr. No. 32 to 34 (Section-6 “Hiring of Manpower”)

- 5.2.15. The Contractor/agency shall provide the Maintainer / Helper, Fitters, splicers and Wiremen as per the jurisdiction stated in the contract or at any other office/site of DFCCIL, at the agreed rates and terms & conditions. The detailed scope of services, skills/experience and the tentative number of outsourced personnel required and their tentative deployment is given at **Annexure-A, B & C** respectively of the Bid document.
- 5.2.16. The Contractor shall ensure to take all safety measures during the execution of the work and shall work under supervision of DFCCIL S&T staff of minimum Jr. Executive Level. Scheduled Maintenance shall be carried out as per **Annexure-D** of this Tender Document under the Supervision and Instructions of DFC staff.
- 5.2.17. It shall be the responsibility of the Contractor/Agency to verify the qualification and experience of the outsourced manpower deployed for the job as per Annexure-B. Candidates will be examined for performing the defined functions by DFCCIL and DFCCIL reserves the rights to verify and check the credentials and qualification of the outsourced personnel deployed by the Contractor. If during the course of engagement of any hired manpower, it comes to notice that he/she has misrepresented the fact about his/her qualification/ experience, the Contractor will have to terminate the service of such staff immediately with appropriate penal action by contractor and shall provide suitable replacement within 07 days' time.
- 5.2.18. **Confidentiality Clauses:** - The Contractor/Agency and his personnel shall not, either during the term or after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the DFCCIL's business or operations without the prior written consent of the DFCCIL.
- 5.2.19. If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 07 days to the Contractor to take necessary action to improve the performance of outsourced personnel and if the performance does not improve even after 07 days of such communication, the Contractor shall provide additional list of eligible/ Suitable candidates for replacement to DFCCIL within 07 days time failing which the remuneration for delayed period in respect of such person will be deducted from amount due to firm/ agency.
- 5.2.20. The Contractor/Agency/firm shall be liable for and pay salaries and shall also undertake to comply with all statutory liabilities like PF, Compensation etc. including payment/ contribution towards all statutory dues connected and/or related to the employment of the deputed sent to DFCCIL and shall keep the DFCCIL indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirement and subject to deduction of any tax or other amounts as required by law or as provided herein.
- 5.2.21. The Contractor shall make disbursement of salary to the outsourced personnel in various categories, keeping in view the Minimum wages Act 1948 or latest and other relevant Acts and provisions under Labour Laws. The copy of the payment scroll/ bank statement shall be submitted to DFCCIL with next bill as proof of such compliance.

- 5.2.22. 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 (Subjected to pre-approval from DFCCIL before mobilization) in case when retired S&T Personnel from Railways/PSUs is engaged. All deployed staff should be able to perform the work efficiently. If at any stage it is found that deployed staff is not performing the work efficiently then DFC have full right to instruct the contractor to terminate the services of staff.
- 5.2.23. Police verification for background check of outsource staff is required to be done by the agency and same should be submitted to DFCCIL.
- 5.2.24. The normal area of duty of the outsourced manpower/staff shall cover the entire Jurisdiction of General Manager/Co/DFCCIL/Vadodara i.e. from Sachin to Makarpura.
- 5.2.25. The Contractor shall be bound to provide the agreed services to the satisfaction of DFCCIL. In case the services of the Contractor are not found satisfactory, the same can be terminated by DFCCIL on giving of a notice of one month.
- 5.2.26. The Contractor shall not terminate the services of hired manpower/staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Contractor, such action should be taken only with approval of DFCCIL.

C. For Schedule items at Sr. No. 35 to 36 (Section-6 “Hiring of Maintenance Vehicles”)

- 5.2.27. The contractor will be required to provide stipulated quantities of specified vehicles for stipulated time duration in perfect condition along with drivers to DFCCIL on hiring basis.
- 5.2.28. Vehicles for the use of Maintenance of S&T department’s Equipment/Gears/Assets, transportation of men/material and other related works under the DFCCIL officials at DFCCIL stations, Block Sections, IR Connecting lines under the jurisdiction of DFCCIL Vadodara Unit. Headquarter of vehicle may be changed as per requirement of DFCCIL.
- 5.2.29. The quantities of field vehicles stipulated in schedule are approximate, for general guidance and may vary as per actual requirement.
- 5.2.30. Vehicles under schedule item 35 of Section 6 of this tender document shall be utilized for 24x7 days a week. **No rest, no weekly off and no holidays will be given to the vehicle.** Contractor has to arrange at least Two drivers for Shift wise duty accordingly. In case of servicing/ repair, replacement, substitute vehicle is to be arranged by the Contractor along with the substitute driver at no additional cost. The vehicles will solely be available for DFCCIL duty.
- 5.2.31. Any delay in reporting may be considered as absence for the day.
- 5.2.32. Nominated place may be changed occasionally as and when required.
- 5.2.33. Contractor should provide 24 hours contact number where change in timing/ place can be informed in advance.
- 5.2.34. Contractor/ driver shall have to maintain log book in approved Performa by official in charge which shall have to be filled daily and presented to DFCCIL's authorized representative for signature. (Timing and kilometer reading shall be noted every day at the time of reporting at nominated place and release from same place.)
- 5.2.35. DFCCIL may provide open parking space but parking shall be purely at Contractor's responsibility and risk.
- 5.2.36. Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.

- 5.2.37. All other charges of Central Government/State Government or any other authorities, if any are to be included by the tenderer in his BID.
- 5.2.38. During the currency of contract, vehicle cannot be used by the Contractor/ Driver for any other purpose except for DFCCIL. If the agency is found using the vehicle for any other purpose, for each such incident, he will be penalized as per clause 5.9 of the tender document and other suitable action(s) may be taken against the agency as per the tender document.
- 5.2.39. Contractor shall have to submit certificate that payment of drivers till last month has been cleared. DFCCIL at its discretion may get the same cross checked if found necessary.
- 5.2.40. Vehicle provided is required to run for two years so “vehicle should be manufactured in year 2022 or later” and should be in good condition and shall use diesel only as fuel with proper entries in RC book. It shall have road passing as per description of schedule items.
- 5.2.41. The vehicles shall strictly comply with the provisions of pollution control, statutory regulation issued by State Transport Authorities/ Central Govt./other authorities etc. from time to time. Contractor shall ensure that the vehicles must have all relevant documents like Registration Certificate/Driving license/Insurance Cover/Road Tax Receipt /Permit, Pollution certificate etc.in good working condition. Driver shall be able to produce the documents as and when requisitioned from him. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Contractor/agency. All vehicles provided should be commercially registered with State Transport Authorities. No vehicles with private registration will be allowed.
- 5.2.42. No change of vehicles will be allowed normally without the prior permission of DFCCIL. In case of non-availability of the regularly arranged vehicles, the contractor may provide another vehicle, even owned by others, of class same or higher, with prior permission of DFCCIL official, which DFCCIL official in its absolute discretion may or may not grant.
- 5.2.43. All the Vehicles shall always carry first aid box and mandatory spares vis. Tool box/Kit, Fuses, Spark plugs, fan belts, fire extinguisher, spare tyres, Mobile charger with multi point etc.
- 5.2.44. Vehicle provided shall be maintained in a very good working condition and at any point of time should have sufficient quantity of fuel while reporting daily.
- 5.2.45. All kinds of repairs/maintenance costs, charges of fuels, oil, lubricant, mobile phone charges, fee towards licenses/registration taxes, challans, salary/overtime of the driver, insurance premium etc. are responsibility of the contractor and shall be borne by the contractor all along the contract duration.
- 5.2.46. If the vehicle does not report at the requisitioned time or is not found in good condition, the vehicle may be rejected and sent back. Besides, receiving no payment for such rejected vehicles(s), the contractor/agency will become liable for action under terms and conditions of the contract. DFCCIL will be entitled to hire any vehicle on that day for use and amount thus incurred shall be recovered from the bills of the contractor.
- 5.2.47. In case of breakdown of the vehicle, the contractor shall provide the replacement within a reasonable time, failing which the concerned DFCCIL officials will be entitled to hire any similar vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.
- 5.2.48. Good quality seat covers and curtains shall be provided and the same will be regularly cleaned by the contractor at his own cost. Vehicle will be kept properly cleaned daily.

- 5.2.49. Vehicle shall be used on any type of road i.e. Kachha / Pucca including along the railway track as per direction of official using the vehicle.
- 5.2.50. If a vehicle is out of order or under schedule maintenance, an alternative vehicle with same or higher class should be made available. The entry for such a vehicle shall be made in the log book maintained by driver which shall be duly signed by the user /officials.
- 5.2.51. Drivers deployed by the contractor shall be in uniform, skilled, well behaved, holding valid driving license and capable of undertaking minor repairs of vehicles. Drivers shall have the adequate knowledge of routes in the district of South and Central Gujarat region and falling under jurisdiction of DFCCIL Vadodara Unit. All the papers for vehicle like Registration papers, insurance papers, Pollution Certificate, Certificate toward payment of road tax etc. shall be readily available with driver.
- 5.2.52. The contractor shall provide mobile phones in perfect working condition to the drivers of the vehicles, and should himself be in possession of mobile phone for direct contact in case of urgency. The mobile phone shall be kept working for 24 hours round the clock. No separate payment shall be made by DFCCIL for the mobile phones. Contractor should also give all information and photo identity of the driver containing his address details etc. along with the character certificate of driver duly signed by proper authority.
- 5.2.53. The Drivers shall abide by the rules laid down by Transport Authority/ Motor Licensing Authority or any Authority relevant to the subject and shall always strictly follow the Traffic Rules and regulations so as to ensure safety of the passengers. Any challan/penalty imposed on the driver will be borne by the contractor/service provider. In case of any accident, all the claims arising out of it shall be settled by the Contractor/service provider.
- 5.2.54. Punctuality in attendance and disciplined behaviour are of utmost importance for the driver. In case driver is not found to the satisfaction of DFCC officials/officers the same shall be changed by the contractor failing which a driver from the market would be arranged by the DFCC and double the stipulated salary shall be charged from the contractor.
- 5.2.55. DFCCIL will not provide any accommodation to driver. Contractor / driver himself shall arrange their Boarding/Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor/service provider for housing of driver and parking of the vehicle(s) so that the vehicle can be made available at short notice.
- 5.2.56. Contractor will have to provide suitable substitute driver for ensuring stipulated weekly rests for regular driver as per extent labour laws for which no extra payment will be made.

5.3. TIME SCHEDULE

- 5.3.1 The work shall be completed in 24 months from the date of issue of LOA (Letter of Acceptance). The Contractor shall be expected to mobilize and engage outsourced manpower/staff immediately after receipt of LoA. The time required for mobilization should also be advised to DFCCIL.

5.4. MODUS OPERANDI FOR ENGAGEMENT

(For Schedule items at Sr. No. 32 to 34 (Section-6 “Hiring of Manpower”):-

- 5.4.1. The Successful Tenderer shall provide the list of shortlisted eligible / suitable candidates to DFCCIL. Screening of the candidates will be carried out by DFCCIL for suitability of works as prescribed in Annexure-A & B and only

suitable candidates will be allowed for deployment. Contractor shall be solely responsible for arranging the number of candidates for screening fulfilling the eligibility requirements.

- 5.4.2. Manpower/Personnel provided in requisite category should possess the minimum qualification and working experience as detailed in Annexure-B.
- 5.4.3. In no way, whatsoever the relationship of employer and employee shall be established and entertained between the DFCCIL and the outsourced personnel engaged by the Contractor. The Contractor shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 5.4.4. The Contractor alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. DFCCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Contractor for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Contractor and the Contractor shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 5.4.5. The Contractor shall maintain all records & registers required under various Acts, IR Shramik Kalyan Portal and/or Shram Suvidha Portal etc. which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 5.4.6. The attendance rolls for the personnel deployed by the Contractor at the sites of DFCCIL shall be provided by the Contractor and it shall be monitored by the Contractor. These attendance registers shall be signed by the authorized representative of Contractor who shall get it verified by the designated officer of DFCCIL.
- 5.4.7. Notwithstanding anything herein contained, the Contractor will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Contractor or of any persons deployed by it pursuant to the Contract.
- 5.4.8. The Contractor must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.
- 5.4.9. The engagement of outsourced personnel shall be purely on temporary basis. The Contractor shall at all times make it absolutely clear to the outsourced personnel hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the Contractor and the staff in the circumstances provided herein above. The Contractor will have to provide suitable replacement acceptable to DFCCIL within 07 days' time.

5.5. PAYMENT TERMS: -

A. For Schedule items at Sr. No. 1 to 31 (Section-6 “Schedule of Approximate Quantities & Rate”):

- 5.5.1. Payment shall be made on monthly basis for successful execution of work against the schedule items at Sr. No. 1 to 31, detailed in Section-6 (**Schedule of Approximate Quantities & Rate**) at the accepted rate. Further, On-account payment will be permitted after submission of bill, certification of work by site In-charge, filling of Measurement Book issued by DFCCIL and acceptable to the DFCCIL/Vadodara.

B. For Schedule items at Sr. No. 32 to 34 (Section-6 “Hiring of Manpower”):

- 5.5.2. Payment shall be made on monthly basis for successful deployment of actual number of outsourced manpower in requisite category as detailed in schedule items at Sr. No. 32 to 34 of Section-6 (**Hiring of Manpower**) at the accepted rate. For Schedule items at Sr. No. 32 to 34, On-account payment will be permitted after submission of bill & filling of Measurement Book issued by DFCCIL, certification of the site In-charge for satisfactory work done by the Outsourced staff deployed at the site against the Scheduled Maintenance planned. The lump sum amount payable by DFCCIL to the Contractor shall include the remuneration payable to the outsourced person besides the margin/commission payable to the Contractor and applicable GST.
- 5.5.3. The consideration aforesaid will be paid by DFCCIL to the Contractor, against monthly invoices raised at the end of each month, by the Contractor in duplicate within 15 days.
- 5.5.4. Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL. The Contractor will not claim any compensation on account of same and will be paid as per actual Manpower deployed and at rate accepted for the tender.
- 5.5.5. The Contractor shall make actual disbursement of salary to the outsourced personnel in various categories as per terms & conditions of bid. The service provider shall provide documentary evidence to the satisfaction of DFCCIL against submission of statutory payments with appropriate authority.
- 5.5.6. The Contractor will ensure that before raising the bill on DFCCIL for the service rendered by outsourced persons, the salary / 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.
- 5.5.7. In case the Contractor fails to pay the outsourced person within the above time frame the rate of penalty shall be imposed on payment of Agency's monthly payment as under: -
- i) For payment to the outsourced person within 10th of the following month – **Nil**
 - ii) For payment to the outsourced person after 10th and up to 20th of the following month – **2%** of the delayed payment **or** Rs. 2500/- **whichever is higher.**
 - iii) For payment to the outsourced person after 20th and up to 30th of the following month – **10%** of the delayed payment **or** Rs.5000/- **whichever is higher.**
- 5.5.8. The outsourced contractors' personnel should be in proper Safety PPE Kit (In case of surge in COVID pandemic, as notified by Govt. of India). The Service Provider will provide at least one set of PPE Kit to each staff. PPE kit shall necessarily have minimum of Safety Shoes, Helmet & Retro Reflective Jackets.
- 5.5.9. The staff deployed by the contractor shall have their own Tools and Measuring Instruments such as Cable Route Tracer, Multi-meters, Clamp Meters, Screw Drivers, Pliers, Spanners, Tommy bar etc. required to carry out the work at the site.
- 5.5.10. DFCCIL may provide Tools & Plants including specialized tools and plants at the request of the service provider in case of emergency or special situation. In case of damage/theft of Tools & Plant so provided, cost as determined with due depreciation factor by DFCC will be recovered from the Contractor. Cost of T&P

and depreciation factor will be communicated to the service provider at the time of issuing of the same.

B. For Schedule items at Sr. No. 35 to 36 (Section-6 “Hiring of Maintenance Vehicles”):

- 5.5.11 No advance payment shall be made under any circumstances. Payment of hiring charges will be made once in a month on submission of bill and after the due verification of log book as necessary by the DFCCIL official.
- 5.5.12 The contractor/ agency shall submit bills, in duplicate, to the DFCCIL Vadodara Unit office along with the log book for the period. Bills having pen through and over-writing shall not be entertained unless authenticated by the Appropriate Authority.
- 5.5.13 TDS as applicable shall be deducted from the bills of the contractor/ agency.
- 5.5.14 Rates are inclusive of all running maintenance & repair expenses, fuel, lubricants and any other consumables etc required from time to time, all statutory provisions, all taxes including road tax, duties, incidental charges, charges for inspection certificate, penalties etc. as imposed by Central/State/Local Government bodies for running of vehicles, salary and other benefits admissible to driver. Nothing extra over and above the accepted rates shall be payable, unless otherwise specified separately in the tender document. However, toll tax, Interstate tax/ state entry tax/octroi tax, parking charges on tour will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.
- 5.5.15 The contractor should ensure that the routine maintenance of the vehicle is carried out in accordance with the Manufacturer’s guidelines to ensure trouble free working.
- 5.5.16 In case a driver is required to stay overnight at a place other than the normal headquarter of the vehicle, payment of Rs.500/- will be paid per night per outstation duty. In case of dispute in calculation, DFCCIL's decision shall be final.

5.6. OBLIGATION OF THE CONTRACTOR

- 5.6.1. The Contractor will, for the purpose, aforesaid continuously monitor the work done & services being rendered by it to ensure that these are up to the standards required by DFCCIL.
- 5.6.2. The Contractor shall comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by the client and shall obtain all necessary registrations, licenses, approvals, and sanctions under the laws applicable.
- 5.6.3. The Contractor shall adhere to and comply with all the laws that may be applicable to them and will extend all the benefits/privileges as applicable to person engaged /employed by them including that of PF, ESI, Workmen’s compensation Act, Bonus, Gratuity, minimum wages Act and leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Contractor, the Contractor alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent for discharging the obligations under this contract. The Contractor shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to DFCCIL regarding such compliance if necessary and required as per extent laws.
- 5.6.4. The Contractor shall decide the modus operandi as to engage men by them rendering proper and efficient services and to confirm to the prescribed standards.

- 5.6.5. No relationship of employer and employee shall be entertained between the DFCCIL and the persons engaged by the Contractor. The Contractor shall ensure that all the persons employed by them should be efficient, skilled, honest and conversant with the nature of the work as required.
- 5.6.6. The Contractor alone shall have right to take disciplinary action against any person(s) engaged/ employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against DFCCIL. DFCCIL shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Contractor for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Contractor and Contractor shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 5.6.7. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules as amended up to date and shall comply with all terms and condition thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this contract.
- 5.6.8. The Contractor shall maintain all registers required under various Acts, IR Shramik Kalyan portal and/or Shram Suvidha Portal etc. which may be inspected by DFCCIL as well as the appropriate authorities at any time.
- 5.6.9. The attendance roll for the personnel deployed by the Contractor at the premises of DFCCIL shall be provided by the Contractor and it shall be monitored by the Contractor. The attendance roll shall be signed by the proprietor of the Contractor or his authorized representative daily who shall get it verified by the designated officer of DFCCIL.
- 5.6.10. DFCCIL reserves the right to increase/decrease the number of manpower under different categories depending as per its requirement.
- 5.6.11. The outsourced contractors' personnel should be in proper Safety PPE Kit (applicable in case of surge in COVID pandemic, as notified by Govt. of India). The Service Provider will provide at least one set of PPE Kit to each staff.
- 5.6.12. In case the personnel deployed by the Contractor is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
- 5.6.13. Notwithstanding anything herein contained, the Contractor will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or laps on the part of the Contractor or of any persons deployed by its pursuant to the contact.
- 5.6.14. The Contractor is aware that the services similar to those covered by this contract are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
- 5.6.15. The Contractor must also be able to arrange for the replacement of the existing personnel, as per the instruction of DFCCIL.
- 5.6.16. The engagement of outsourced staff shall be purely on temporary and on contract basis. The Contractor shall at all times make it absolutely clear to the staff hired through them that such deputed staff of contractor does not have any claim whatsoever for any regular employment in DFCCIL. Any staff hired for DFCCIL can be removed any time by giving notice to the Contractor and the staff in circumstances provided herein above. The Contractor will have to provide suitable replacement acceptable to DFCCIL within 7 days' time.
- 5.6.17. The services of the outsourced person engaged are liable to be transferred anywhere from one department to another and one place to another without any extra remuneration depending on exigencies of the work.

- 5.6.18. The outsourced contractors' personnel shall all the time maintain absolute integrity and devotion to duty and conduct himself/ herself in a manner conducive to the best interests, credits and prestige of DFCCIL.
- 5.6.19. The Contractor shall ensure that complete confidentiality is maintained by him and all its outsourced persons with regard to all information relating to DFCCIL, its premises, clients business, assets, affairs and employees and that neither the Contractor nor its persons will any time divulge or make known to any third parties, any trust, accounts, matters of transactions whatsoever pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention.
- 5.6.20. The Contractor shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/ or arising out of the failure of the Contractor to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- 5.6.21. It is mandatory that Contractor provides adequate insurance cover to the contractors' persons for death, disabilities, sickness etc. DFCCIL shall not be liable to pay or bear any premium / compensation at any stage in respect of Insurance made by the Contractor to cover the risk (death, disability, sickness).
- 5.6.22. The Contractor shall provide identity cards bearing the photographs to the all of its outsourced persons deployed in the present DFCCIL contract at its own cost.
- 5.6.23. In case the outsourced personnel deployed by the Contractor is found to be involved in any illegal activities, he will be immediately replaced by the contractor.
- 5.6.24. **Working Hours of hired staff** –The Successful Tenderer shall provide the requisite outsourced staff on all days of the month. The staff deployed by the contractor shall be available at designated places round the clock as per directions of the DFCCIL's representative.
- 5.6.25. In case, rest is to be given to any of the deployed contractors' staff, rest giver has to be provided by the Contractor well in advance at no additional cost. Further, prior information regarding change in staff (along with complete details of rest giver) should be given to concerned Dy.PM(S&T) / APM(S&T) / JPM (S&T) in-charge of the section.
- 5.6.26. All outsourced staff shall maintain Mobile phone at their own cost. Any change in mobile number of staff under the contract shall be updated with respective site-incharge of DFCCIL.
- 5.6.27. The Contractor shall nominate a Co-ordinator (duly notifying DFCCIL of his contact no.), out of the deployed personnel, who would be responsible for immediate interaction with this office so that the optimal services of the persons deployed by the agency could be availed without any disruption. No extra payment will be made by DFCCIL on this account for the Co-Ordinator.
- 5.6.28. The age of outsourced manpower deployed by the agency shall not exceed 55 years at any time throughout the contractual period, except up to 65 years (Subjected to pre-approval from DFCCIL before mobilization) in case when retired S&T Personnel from Railways/PSUs is engaged.
- 5.6.29. Police verification for background check of outsource staff is mandatory.
- 5.6.30. Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact nominated officer of DFCCIL/Vadodara once a month to get a feedback on the services rendered by the contractor vis-a-vis and corrective action required to make the services more efficient or any other related issues.
- 5.6.31. The contractor shall maintain at readily accessible place/site, First Aid appliances including adequate supply of sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be available during working hours.

- 5.6.32. Any damage, deterioration, loss caused to DFCCIL property due to negligence, carelessness on the part of the workmen employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, DFCCIL shall be within their rights to affect necessary recoveries from the Contractor's bill or through other means as per the law.
- 5.6.33. DFCCIL Administration shall not be responsible for any injury or loss of life or sickness of the workmen or of any individual involved in the contract (deployed by the agency/service provider/contractor) during the course of their duties or out of their duty hours. Any statutory liabilities which may arise shall be to the agency / contractor(s) / service provider's account.
- 5.6.34. The agency / service provider / contractor shall take out and keep in force a policy and policies of insurance against all liabilities and recognized risks in respect of accidents to persons employed by the contractor for the purpose of carrying out the works of this contract.
- 5.6.35. The agency / service provider /contractor should note this provision especially in respect of staff deployed by him and should take necessary insurance cover and safe guards against the recognized risks for his worker/staff. Any compensation to the staff because of accidents in their duties will be payable by the contractor to his workers/dependents.

5.7 RATES

- 5.7.1. The rates quoted and accepted by DFCCIL shall be firm and final for the currency of contract.
- 5.7.2. All statutory taxes including GST and liabilities levied / leviable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.
- 5.7.3. For all the Schedule items detailed in Section-6 of the Tender document, the rates are inclusive of all taxes including GST.
- 5.7.4. For all Schedule items in Section-6 of the Tender document, GST, as admissible, shall be paid only on submission of proof of depositing the same to the concerned Govt. Authority. Any modification in tax provision in future by Govt. will be binding on the contractor and DFCCIL with immediate effect.
- 5.7.5. The agency / service provider / Contractor shall ensure contribution of required statutory minimum amount towards EPF (Employer and Employee's Contribution) and ESI for each person deployed of wherever applicable.
- 5.7.6 For Schedule items in Section-6 of the Tender document, any statutory increase in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time after submission of the tender, payment of minimum wages to the personnel deployed by the Contractor/Agency should be revised accordingly and the Contractor/Agency shall take care of all such notifications. DFCCIL shall not be liable for payment against any such statutory increase in the wages. The Contractor should keep this fact in mind while quoting the rates against the Schedule items of Section-6 (*Schedule of Approximate Quantities & Rate*).

5.8 QUANTITY VARIATION

- 5.8.1 (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.
- (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
- (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates
- a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.
 - b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.
 - c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - d) Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.
 - d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender.
 - d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender.
 - d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

5.9 PENALTY

Penalty for an amount of Rs.100/- to Rs.10000/- (or actual) depending on the nature of unsatisfactory work/service or damage to assets, will be deducted from the due amount to the contractor in the following conditions:

- (i) Absence of staff;
- (ii) Undisciplined behavior by the staff;
- (iii) Discourteous behavior towards any officer or staff of DFCCIL; Not wearing proper Safety PPE Kit;
- (iv) Not carrying out the duties listed in the scope of work in a satisfactory manner;
- (v) Damage to or stealing of any asset or property of DFCCIL or officers and staff of

5.9.1 Penalty for the breach in services will be as follows: -

Sr. No.	Type of Breach	Amount (Rs.) of Penalty
1	Any undisciplined behavior by the staff deployed by the Contractor including Driver.	Rs. 1000/- per staff per day
2	Staff not in proper PPE kit.	Rs. 100/- per staff per day
3	Staff turns up late (<i>Time to reach site of failure/incident/emergency etc. should not be more than 30 min for station jurisdiction and 60 min for block section jurisdiction</i>).	Rs. 100/- per staff per hour
4	(a) Failure to Provide Rest giver in case of Absence of Staff.	(a) Rs. 2000/- per staff per day
	(b) Failure to Provide Replacement of Staff with suitable staff within seven days.	(b) Rs. 2500/- per staff per day (<i>Applicable post 7 days of intimation</i>)
5	Failure / refusal in cleaning /dusting /wiping as instructed by Site Engineer/DFCCIL-representative.	Rs. 500/- per staff per day.
6	Damage to any asset or property of DFCCIL or officers and staff of DFCCIL.	Rs. 10000/- per incident or cost of damage whichever is higher.
7	Not Carrying out the work as detailed in the scope of work in a satisfactory Manner.	Rs. 1000/- per incident.

5.9.2 Penalty for the breaches in Vehicle Services will be as follows:

Sr. No.	Type of Breach	Amount (Rs.) of Penalty
1	Vehicle provided by the Contractor is not a Commercial Car Vehicle on any particular occasion (Except for the situation where the Commercial Vehicle was provided for duty but the same had to be replaced, for the particular day, by the Contractor due to accident or any other emergency situation).	Rs. 5,000/- per Vehicle per occasion.
2	Driver under the influence of Intoxicant.	Rs. 5,000/- per occasion.
3	Faulty/Tempered meter.	Rs.5,000/- per Vehicle per occasion.
4	Vehicle not found clean and in perfect running condition with shining body, clean interior and good upholstery.	Rs. 1,000/- per Vehicle per occasion.
5	Non-functioning of AC.	Rs. 1,000/- per Vehicle per day.
6	In case of reporting of vehicle late by 30 minutes. (On regular day)	Rs.1,000/- per Vehicle per occasion.
7	Driver not carrying relevant documents i.e., Driving License, RC, Insurance, Pollution Certificate, etc.	Rs. 500/- per Vehicle per occasion.

8	In case of emergencies, if the Driver does not report for the duty within 1 hr. even during his off hours, on call.	Rs. 200/- per hour.
9.	Vehicle not carrying First Aid Kit or have Expired Kit items.	Rs. 500/- per instance.

Note:- *If the vehicle does not report at the requisitioned time or is not found in good condition, the vehicle may be rejected and sent back. Besides, receiving no payment for such rejected vehicles(s), the contractor/agency will become liable for action under terms and conditions of the contract. DFCCIL will be entitled to hire any vehicle on that day for use and amount thus incurred shall be recovered from the bills of the contractor.*

5.10 Implementation of Integrity Pact in DFCCIL: -

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

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

A copy of pre contract integrity pact is enclosed at **Annexure -X** for signature of bidder as acceptance.

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

5.12 Inspection- Quality Assurance at Site/Field: -

As per the requirement of Site Engineer of DFCCIL .

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

5.14 Safety Requirements: - Uncompromising Quality and Safety standards are considered as part of work carried out at all Work Sites of DFCCIL and therefore Zero Tolerance towards non-compliance. Site activities require total compliance to safety procedures and guidelines as provided on I.R.GCC April-2022 or latest with latest amendments. Accordingly, at all work sites where your personnel deployed, shall comply to Safety Procedures and Norms. The complete safety of contractor's men and material lies wholly with the contractor. DFCCIL shall not be held responsible for any untoward incident in this regard.

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

5.16 Mandatory updation of Labour data on IR Shramik Kalyan Portal and Shram Suvidha Portal by Contractor.

A. Contractor is to abide by the provision of payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website: www.Shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of portal shall be done as under:-

(a) Contractor shall apply for onetime registration of his company/firm etc. in the shramik kalyan portal with requisite details subsequent to issue of letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.

- (b) Contractor once approved by any Engineer can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his letter of Acceptances (LOA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labourers & payments made thereof after each wage period.
- B. While processing payment of any “On Account bill’ or Final bill or release of ‘Advances’ or Performance Guarantee/Security deposit’ contractor shall submit a certificate to the Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramik kalyan portal at www.shramikkalyan.indianrailways.gov.in till.....month.....year.”
- C. Similar certificate shall also be required for entry into Shram Suvidha Portal.

5.17 PAYMENT SCHEDULE

- 5.17.1 Payment shall be made on monthly basis for successful execution of work against the schedule items at S No. 1 to 31, as detailed in Section-6 (**Schedule of Approximate Quantities and rates**) at the accepted rate. Further, On-account payment will be permitted after submission of bill in prescribed form to DFCCIL/Vadodara in two copies duly certified by site In-charge and acceptable to DFCCIL/Vadodara.
- 5.17.2 For Schedule items at Sr. No. 32 to 34, detailed in Section-6 (**Schedule of Hiring of Manpower**), Payment shall be made on completion of the work to the satisfaction of DFCCIL Authority, as verified by the DFCCIL Authority where the person deployed have rendered the stipulated services, the agency/service provider/contractor shall be entitled for getting the due payments at the end of each month, by submitting their bills in prescribed form to the DFCCIL/Vadodara in two copies duly certified by the competent authority as per actual work done after necessary adjustment.
- 5.17.3 For Schedule items at Sr. No. 35 to 36, detailed in Section-6 (Schedule of Hiring of Maintenance Vehicles), Contractor shall submit the bills in duplicate, to GM/Co/DFCCIL/Vadodara office along with the log book for the period. Bills having cutting & overwriting shall not be entertained unless authenticated by the authorised representative. No advance payment shall be made under any circumstances. The documents related to vehicle provided should be submitted by the contractor.
- 5.17.4 **On Account Payment:**
- The Contractor shall be entitled to be paid from time to time normally once in a calendar month, by way of “On account” bills.
 - The Contractor shall submit the on-account bills, by the date stipulated by the DFCCIL, supported by pay sheets, proof of payments of employees, proof of payment of statutory deductions and other relevant documents pertaining to execution of work, if any. Without having submitted documentary proof, the on-account bill will not be processed and no payment will be made to the Contractor.

Documentary proofs for a month may be submitted along with the bills of next month, if so, agreed by DFCCIL.

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

5.18 PAYMENT TO THE STAFF DEPLOYED

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

6. SECTION 6:

Tender No: - DFC-BRC-STMC-2023-24-163

Name of Work: Signalling and Telecommunication maintenance, replacement /refixing works, supply of minor spares and hiring of manpower and maintenance Vehicles, from DFCC Chainage Km 00 to 134 Km including link lines from IR Niyol to New Udhna station and from New Sanjali to IR Panoli station Western Dedicated Freight Corridor (WDFC) under DFCCIL Vadodara Unit for two years.

Schedule of Approximate Quantities & Rate (BoQ)

SN	Description	Unit	Qty	Rate	Amount
SCHEDULE-A					
1	Digging of 1.2 mtr deep and 0.3 mtr wide trenches in all type of soils, including soft rock as per approved cable route plan and back filling the trench after laying of cables. It includes clearing of roots of trees and bushes and temporary obstructions on the selected cable route, ramming of soil and planting of cable marker at every 50 mtrs and at every location where direction of trench changes. The item includes covering of laid cables by sieved soil upto 5 cm before covering by bricks. Where digging of 1.2 mtr depth is not possible or depth is reduced/increased as per instructions given by engineer incharge then payment will be decreased/increased proportionately to the depth of trench. Note: Cable trenching between Station Limit (i.e. from Distant to Distant Signals) should be done at distance of 3.0 mtrs(minimum) from centre line of track and Outside Station Limit, cable trenching will be done at distance of 5.5 mtrs(minimum) from centre line of track. If above mentioned minimum distances are not available at site then trenching will be done by contractor as per instructions issued by Site Engineer.	Per CUM	4317	293.98	1269111.66
2	All work pertaining to Horizontal Directional	Mtr.	2000	1751.95	3503900

	Drilling (HDD)/Boring and trenchless cabling. It includes supply, transportation and insertion of self-lubricated HDPE Pipe and laying of cables in boring under the track/road by using different sizes of pipes depending on total number of cables will be crossed. The depth of horizontal boring should be minimum 1 mtr from rail flange/road level. This item will be used for track crossing of running lines. By using self-lubricated HDPE Pipe of 120 mm outer dia. and 103.5 mm inner dia. in the bore and laying of cables in the bore under the track/road.				
3	Laying of S&T Cables of various cores/ pairs/ quads in trenches/ GI pipes/ RCC pipes/ DWC pipes etc. as per the site requirement and as per approved cable route plan. This also includes laying of cables in track crossings & road crossings. (Cables will be megged before and after its laying by contractor under supervision of DFCCIL Representative and he will submit the megging report of each testing). Length of the cable laid includes the length of the cable coiled for termination purposes.	RM	15000	11.21	168150
4	Termination of Outdoor Cables (Main Cables /tail cables) at both ends in location boxes, cable termination rack in relay room, station building, generator room etc. The item includes dressing of cables and wires with dressing threads as per standard practice. All material required for this item will be supplied by contractor. The outdoor cable shall be terminated in Relay Room, DG Room, ASM Room etc under supervision and instructions issued by Engr. in charge of the work.	Per Conductor	1100	10.42	11462
5	Cement concrete work for miscellaneous items in ratio 1:3:6. Item includes excavation, ramming of CC by using vibrator, curing and plastering with cement and sand mixture (aggregate will not exceed beyond 3.8cm) The aggregate cement and sand will be supplied by the contractor.	Per CUM	10.5	4470.02	46935.21
6	Providing brick masonry in ratio 1:6 cement and mortar including plastering with 1:4 cement and sand mixture both sides of bricks with thickness 20 mm each end with contractor's own 'B' Class bricks. It also includes excavation, curing, grouting, bolting	Per CUM	24	2452.35	58856.4

	etc. wherever required. 'B' Class bricks, sand and cement (ISI mark) will be supplied by the Contractor.				
7	Blowing/drawing of OFC cables in the HDPE duct along with all the protective work as per approved standard and instructions of site Engineer	Kms	30	13311.48	399344.4
8	Repairing of Single case foundation by excavation and casting it with contractor's cement, brick and other materials as per Drawing No. 6-AL-TYP- CW-8006 with latest amendment if any, and as per scope of work. Contractor has to completely break the entire foundation retaining the existing MS frame. The entire work shall be executed by the contractor to the Satisfaction of Site Engineer.	Nos.	8	3183.36	25466.88
9	Repairing of half case foundation by excavation and casting it with contractor's cement, brick and other materials as per Drawing No. 6-AL-TYP- CW-8005 with latest amendment if any, and as per scope of work. Contractor has to completely break the entire foundation retaining the existing MS frame. The entire work shall be executed by the contractor to the Satisfaction of Site Engineer.	Nos.	8	3183.36	25466.88
10	Strengthening of foundation of signals, Full/Half location boxes, by carrying out earth work around the foundation, ramming of refilled earth, carrying out masonry work from bottom of earth work using country stones & cement masonry to prevent the earth from slipping down the bank. This also includes supply of required masonry materials.	Nos.	70	1920.74	134451.8
11	Shifting and Installation of Apparatus Case Single (Full) Drawing No.- 6/BL/TYP/CW/8024/0 with latest amendment, if any.	Nos.	6	3605.97	21635.82
12	Shifting and Installation of Apparatus Case (Half) Drawing 6/BL/TYP/CW/8023/0 with latest amendment, if any.	Nos.	8	2378.56	19028.48
13	Refixing of electrical point machines with back drive mechanism and ground connection. This would include removal of old/existing point machine and fixing of new/overhauled motor. This would also include bringing the new machines from station / IMD/IMSD to site and taking the old	Nos.	20	4244.49	84889.8

	/ released machines from site to station/ IMD/IMSD.				
14	Lettering/Numbering of Signals, Point Machine, Track Lead junction Boxes, Block joints, Apparatus Cases etc. (each item to be taken as One Unit). This work will be carried out as per the standard practice or as per site in charge's instructions.	Nos.	200	60.52	12104
15	Lettering / Numbering Termination particulars, equipment's names etc., legibly and neatly inside location boxes. Full Case.	Nos.	150	289.61	43441.5
16	Lettering / Numbering Termination particulars, equipment's names etc., legibly and neatly inside location boxes. Half Case.	Nos.	100	164.53	16453
17	Supply of Thermo shrink Universal Jointing kit for Quad Cable (for straight joints) as per RDSO spec IRS/TC-77/2012 revision 3 With latest Amd.	Nos.	50	2647.24	132362
18	Jointing of 4 / 6 quad /Signaling cable with Heat Shrinkable straight through Jointing Kit. All the material required for the work are to be arranged by contractor himself at his own cost except Thermo shrinkable Joint Kit/Rapid Joint kit. After jointing the cable through test such as insulation test, continuity cable losses etc. to be carried out jointly with DFC Site incharge. If any defect or any damage is observed during jointing, the contractor has to redo the joint free of cost.	Nos.	50	1425.98	71299
19	Demounting and Replacement of Wheel Sensor (Track Device) of Multi-Section Digital Axle Counter (MSDAC) including disconnection and reconnection of tail cable at TLJB. This includes complete removal of Wheel Sensor (mounted on the rail) along with the tail cable under the rail.The Contractor shall ensure the proper alignment of the Wheel Sensor at the time of mounting the new Wheel Sensor. Wheel sensor shall be supplied by DFCCIL. The Contractor shall bring the new wheel sensor from station / IMD/ IMSD to site and shall take the old / released wheel sensor from site to station/ IMD/ IMSD. The work shall be completed as per OEM's guidelines and Technical Requirement & Specification under the supervision of DFC site incharge.	Nos.	90	2400.92	216082.8

20	Replacement of old signal unit /signal route of main signal. This would include releasing of old unit from top of signal post, erection and mounting of new signal unit over the post including wiring of Main Signal LED/Signal route of main signal as per Technical Specification. This also includes bringing new signal unit from station/IMD/IMSD to site and bring back old unit from site to station/IMD/IMSD.	Nos.	20	1207.75	24155
21	Installation, erection and wiring of CLS unit, Post, Ladder & Base, LED unit including laying out of Tail Cable from Location box. Wiring of CLS unit shall be carried out as per Technical Specification. This also includes erection of auxiliary signals like calling on, shunt signal, A marker if any and Protection of unit from Rain Water. The Material shall be supplied by DFCCIL.	Nos.	15	2694.91	40423.65
22	Installation, erection and wiring of Junction Type/ "V" Type Route Indicator (LED Type)/Seven Segment Route display Unit. Wiring shall be carried out as per Technical Specification. This also includes Protection of unit from Rain Water. The Material shall be supplied by DFCCIL.	Nos.	6	1114.95	6689.7
23	Installation, erection of Shunt Signal Units with base & post and laying out of tail cable from location box and Wiring of Shunt Signal LED unit as per Technical Specification. This also includes Protection of unit from Rain Water. The Material shall be supplied by DFCCIL.	Nos.	7	2192.95	15350.65
24	Supply of (02) nos. electrical lifting barrier booms of 9.76 meter each as per DRG RDSO/S 11600. The material will be as per RDSO Specn. No. RDSO/SPN/ 208/2012/ Ver.2.0 and Amendment 1 or latest as per available at site. Inspection: Consignee subject to procurement from RDSO approved supplier.	Set	1	30958.84	30958.84
25	Cutting of all types of Road/Platforms Trenching & Excavation to depth of 300mmx300mm wide approx. refilling after laying of GI/DWC (To be provided by DFCC) Pipes and repairing to restore to original condition.	Mtr	1000	85.84	85840

26	Supply of Double Walled Corrugated (DWC), Size of Outer Dia 120mm/Inner Dia 103.5mm, having non flame propagation and anti-rodent properties, lectrex /telerec/optirec or similar as per TEC Specifications GR/DWC-34/01, IS 14930 Part-II, and Technical Specifications, along with Socket/Coupler and T-Joints wherever required having IP-67 Protection, for underground Power/ Signalling / Telecommunication Cable Protection (Consignee Inspection).	Mtr	500	513.62	256810
27	Supply & Provision of Orange Tape - 50cm depth inside as per the instructions of DFCCIL representative.	km	2	7468.52	14937.04
28	Supply of OFC Joint Enclosure & its Installation, Splicing of 12/24/48 Fibre complete with all accessories (from TEC approved sources only). This includes provision of pit of concrete & all other needed material for making pit, splicing & installation of joint enclosure. (Consignee Inspection)	Nos	90	20571.99	1851479.1
29	Supply & Fixing of Hylam Sheet (1220mm x 1220mm x 10mm), of minimum Grade P5, on Apparatus Case/Location Boxes for wiring of Signalling Circuits and Cable Termination, fixing on suitable size Contractor's angle and string rod for supporting cable on back side, including fixing of Terminals/Fuses as per location diagram/plan and technical specifications, with drilling of holes on either side of terminals/fuses and other places as required for Cable Conductor/Wires entry and fixing of sheet.	No.	15	308.69	4630.35
30	Dismantling and releasing of Location Boxes/Apparatus Cases/Junction Boxes which include releasing of terminal boards, relays, terminals, batteries track feed chargers and other associated fitting installed in the locations.	No.	15	679.92	10198.8
31	Supply and Installation of earth electrode assembly as per latest RDSO Standard/ DFCCIL site incharge instruction. This also includes fixing of earth electrodes, earthing of S&T apparatus cases along with all equipment's and cable armours along with soldering at all locations as decided by the site engineer of the DFC, Signal Post etc.	No.	24	2702.79	64866.96

	connected through Cable/GI wire 8SWG supported on MS flat size 5mmX40mm to earth electrode as per DFCCIL drawing and practice on the division. Suitable brick masonry enclosure to be provided around the earth. The earth value which should be less than 10 ohms including the lead wire, should be measured and painted on it. (Inspection by Consignee).					
Total of Schedule "A"					86,66,781.72	
SCHEDULE-B						
<i>Providing various category of manpower such as Fitter/Wireman/Cable Joints/OFC Splicer/MTS/Helper to assist DFCCIL Staff in day to day maintenance work for executing different Signalling and Telecom activities. Deployment of the maintenance staff will be decided by DFCCIL based on requirement.</i>						
32	Skilled Staff (Fitter/ Wiremen/ Cable Joints/ OFC Splicer)	Man Month	Class B city	384	28458.00	16745023.20
			Class C city	240	24238.13	
33	Semi Skilled Staff	Man Month	Class B city	168	24238.13	7452649.68
			Class C city	168	20122.88	
34	Unskilled Staff	Man Month	Class B city	144	21483.00	4747464.00
			Class C city	96	17228.25	
Total of Schedule "B"					2,89,45,136.88	
SCHEDULE-C						
Supply of Vehicles						
35	Hiring and Operating of Multi-Utility Vehicle (Open) Mahindra Bolero Camper Gold ZX or Similar with loading capacity of one MT and seating capacity of 4/6 persons, 4 cylinders engine, Axle Configuration 4x2, factory- built metal body, cargo box type or passenger cabin type or both (with 24x7 hours availability, along with Driver), including cost of fuel, lubricants, all repairs, salary of driver, all taxes, including running up to 4000 km in a month. The vehicle shall run on pucca, kutcha road and along the track. Toll tax, interstate tax / state entry tax / octoroi tax,	Vehicle Month	120	43786.63	5254395.6	

	parking charges on tour will be reimbursed after having submitted the proof. No rest, no weekly off and no holidays will be given to the vehicle. Contractor has to arrange at least Two drivers for Shift wise duty accordingly. In case of servicing/ repair, replacement, vehicle is to be arranged by the Contractor along with the driver at no additional cost. The vehicle should be manufactured in year 2022 or later.				
36	Fuel Charges for running of vehicles per km as per log book for item no. (35) above	Km	96000	10.94	1050240
Total of Schedule "C"				63,04,635.60/-	
Total Cost for Two Years (in Rs.) including GST				4,39,16,554.20/-	

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

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

Notes/Conditions: -

1. The above rates are inclusive of all Govt. & Local taxes including applicable GST. However, GST, will be reimbursed only after having submitted the GST Invoice.
2. The contractor should ensure while quoting the rate in the tender, the contractor's profit over and above the statutory minimum wages charges etc. have been carefully taken into account for Manpower (Schedule-B) to cater for compliance of the Employer's requirements.
3. Any statutory increase in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time after submission of the tender, payment of minimum wages to the personnel deployed by the Contractor/Agency should be revised accordingly and the Contractor/Agency shall take care of all such notifications. DFCCIL shall not be liable for payment against any such statutory increase in the wages. The Contractor should keep this fact in mind while quoting the rate against the Schedule items of Section-6 (Schedule of Approximate Quantities & Rate).
4. The bidder shall indicate his rate in %age below/above/at par, on total cost as per schedule of approximate quantities & Rate above on IREPS portal. **The Bidder/Tenderer quoting the rates for individual items will be disqualified.** Offer with incomplete/ambiguous rate will not be considered.
5. Offers quoted with conditions are liable to be rejected without any notice.
6. **For Schedule items at Sr. no. 1 to 31 the work needs to be carried out on "as & when required basis".**
7. DFCCIL reserves the right to operate additional quantities of the schedule item as and when required.
8. The manpower shall be deployed/posted at any of WDFC stations or at any site location within the jurisdiction of General Manager(Co)/Vadodara, as per requirement of DFCCIL.

9. *The Contractor shall submit the on-account bills, by the date stipulated by the DFCCIL, supported with pay sheets, proof of payments of employees, proof of payment of statutory deductions and other documents if any. Without having submitted documentary proof, the on-account bill will not be processed and no payment will be made to the Contractor.*

Declaration by the tenderer

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

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

SCOPE OF SERVICES

For Schedule item at Sr. No. 32 to 34 of BoQ of this tender document, the scope of work/services is as follows:

For Schedule item at Sr. No. 32 to 34 of BoQ:

1. Skilled Manpower :-

1. Attention to Point Machine and Ground Connection for cleaning, oiling, tightening of nuts & bolts and maintenance under supervision of DFCCIL Staff.
2. Attention to level crossing booms for correcting alignment. Repair & replacement.
3. Attention to location boxes for alignment, repair & strengthening.
4. Attention to Wheel sensor and deflectors for tightening, alignment etc.
5. Attentions to axle counter Mushroom boxes for cleaning, alignment etc.
6. Attention to Signals/Shunt Signals for cleaning, repair, alignment etc.
7. Checking safety adjustments/compliances/validations of all signalling gears.
8. Attending failure of Signal gears in station yard and Block Section.
9. Attending Telecommunication failure in TER/SER/ALH/TH.
10. Attention to loose connection of OFC patch card, LAN cable, Telephone cables and their rectification etc.
11. Staff will be utilized in attending S&T failure at night also.
12. Restoration works at the time of accident / derailment / Emergencies.
13. Prompt attending of breakdown/ equipment failures as per instructions of DFCCIL Staff.
14. Attention to SMPS / UPS including battery, LAN network, Telephone lines, Data network equipment along with NMS, VHF sets etc.
15. Any other associated work assigned by DFCCIL Site- Incharge.

2. Semi Skilled Manpower :

1. General Cleaning of Signal units, Location Boxes, Mushroom boxes, Point Machines, VHF Eqpts., Telecom equipments, and installations at all SCADA, GSM-R, LC Gate and IMD/IMSD locations.
2. Cleaning/Dusting in SER, ALHs, THs and other S&T rooms.
3. Attention to earthing pits and earthing at service buildings (Station/ALH/RH/ LC Gates/ GSM-R /IMD/IMSD etc).
4. Attention to earthing of location boxes and signals.
5. Visual Inspections and checking of loose connections.
6. Measurement of basic voltage / current levels.
7. Observing the diagnostic indications in cards.
8. Cleaning of ALH/TH/Stations Telecom rooms and equipment including Air Conditioner.
9. Cleaning / Maintenance of IPS Signalling / Telecom batteries at Stations SER/TER/ALH/TH, GSM-R, SCADA locations.
10. Transportation of Signalling/Telecom material/equipment/Cables from IMD/IMSD to Site.
11. Loading, Unloading & Handling of materials.
12. Restoration works at time of accident/ derailment / emergencies. Prompt Attending of Breakdown/ equipment failures as per instructions of DFCCIL Staff.
13. Any other associated work assigned by DFCCIL Site- Incharge.

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

1. Regular cleaning of equipment, installed at station, ALH, TH etc.
2. Cleaning/Dusting of various Racks in SER, TER, ALHs & THs.
3. Transportation of Signal/Telecom material/ equipment/ Cables from IMD/IMSD/Warehouse to Site.
4. Up keeping of stores and associated loading, unloading and handling of material.
5. Staff will be utilized in attending S&T failure at night.
6. Helping in various kind of works at site, office etc.
7. Minor/Trenching/ digging associated with attending faults/restoration of faults/cable faults etc.
8. Restoration works at the time of accident/ derailment / emergency.
9. Promptly attending of breakdown/ equipment failures as per instructions of DFCCIL Staff.
10. Any other associated work assigned by DFCCIL Site- Incharge.

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

Signature of Tenderer(s)

with Seal

Address:

The Staff Deployed Shall possess following Minimum Educational Qualification and Experience:

1. Skilled Manpower (Fitter and Wiremen) (For Schedule Items at Sr. No. 32):

Total Tentative Manpower required in this Category: (Fitter-10 Nos. + Wiremen-10 Nos)
Tentative Deployment Details of this Category of Manpower is placed in <i>Annexure-C.</i>

Minimum Educational Qualification/ Essential Experience: -

a) Fitters: ITI in relevant trade with minimum 2 years of field experience from IR/Railway PSUs in Installation and/or maintenance works of Railway Point Machine/ Level Crossing Gates/ signals etc. .

b) Wiremen: ITI in relevant trade with minimum 2 years of experience in Railway/ Railway PSU/Metro Signaling or Similar Works.

2. Skilled Manpower (Cable Jointer/ OFC Splicer) (For Schedule Items at Sr. No. 32):

Total Tentative Manpower required in this Category: (Cable Jointer -03 Nos. + OFC Splicer -03 Nos)
Tentative Deployment Details of this Category of Manpower is placed in <i>Annexure-C.</i>

Minimum Educational Qualification/ Essential Experience: -

a) Cable Jointer / OFC Splicer: - ITI in relevant trade with Minimum 2 years of field experience in Railway/Railway PSU/Metro in works related to Telecom OFC / Quad cables / Signalling Cables / Power Cables or in other Similar works.

3. Semi-Skilled Manpower (Maintenance Helper) (For Schedule Items at Sr. No. 33):

Total Tentative Manpower required in this Category: 14
Tentative Deployment Details of this Category of Manpower is placed in <i>Annexure-C.</i>

Minimum Educational Qualification/ Required Working Knowledge: -

Semi-skilled Manpower shall be minimum 10th standard Pass. Semi-skilled Manpower (Maintenance helper) shall have adequate working knowledge of electrical/mechanical/signaling/telecom works and shall be capable to use pliers, screwdriver, wrenches, hacksaw, hammer, and electric drill machines to assist in day-to-day maintenance work. The Semi-skilled manpower shall be required to demonstrate the use of pliers, screwdriver, wrenches, hacksaw, hammer, and electric drill machines in presence of DFCCIL official [Dy.PM/APM/JPM (S&T)] incharge of

Section prior to deployment over stations/IMD/IMSD to assist in day-to-day maintenance work.

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

Total Tentative Manpower required in this Category: 10
Tentative Deployment Details of this Category of Manpower is placed in <i>Annexure-C</i> .

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

Note: -

1. All the staff deployed should be physically fit and have to submit medical fitness certificate duly issued by registered medical practitioner.
2. Further, the Contractor shall be responsible for ensuring character and no criminal record of outsourced staffs.
3. Contractor has to submit the qualification and experience certificates of all the staff to be deployed in DFCCIL. Such staff will be tested by DFCCIL nominated officers for skill level and will be allowed to deploy under the said work only after acceptance by the nominated official.
4. Safety and Protection items / equipment i.e., luminous Jackets, Helmet, Torch, Safety Shoes, Hand Gloves or any other safety item as per site requirement shall be provided to all the outsourced staff by the Contractor.
5. On duty contractor personnel shall follow the instructions of DFCCIL representative on duty for the maintenance of S&T equipment.
6. The penalties for breach in services shall be dealt in accordance with para 5.9.
7. If the train services are affected for reasons attributable to a particular staff, then he/she shall be debarred from duties against in addition to levy of penalty.

CERTIFICATION OF FAMILIARISATION

I/We hereby solemnly declare that I/We have visited the site of work and have familiarized myself / ourselves of the working conditions there in all respects and in particular, the following:

- A. Topography of the Area. Climatic condition and law & order situation in work area.
- B. I/We have kept myself/ ourselves fully informed of the provisions of this tender document comprising of Instructions to the Tenderers, General Conditions of the Contract, Special Conditions, Special terms and conditions apart from information conveyed to me/ us through various other provisions in this tender document.
- C. I/We agree to deploy the requisite no. of Outsourced Staff under various Categories as per following tentative deployment schedule. I/We understand that the deployment of staff may be changed as per requirement of DFCCIL.

Tentative distribution of outsource staff

S.No.	WDFC Station	Skilled Staff				Semi-Skilled Staff	Unskilled
		Fitter	Wireman	Cable Jointer	OFC Splicer	Store / Maintenance	Helper
1	New Bhestan (Junction)	2	2	0	0	2	2
2	New Udhna (Junction)	2	2	1	1	2	2
3	New Gothangam (Junction) (IMSD)	2	2	1	1	3	2
4	New Sanjali (Junction)	2	2	1	1	4	2
5	New Varediya (Crossing)	2	2	0	0	3	2
Total		10	10	3	3	14	10

Tentative Grand Total= Skilled-26, Semi-Skilled-14 and Unskilled - 10

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

- NOTE:**
- (i) Above Deployment of Skilled/ Semi-Skilled Staff is tentative and minimum required as in above table . Deployment of staff may will be as per requirement of DFCCIL.
 - (ii) Outsourced Semi-skilled staff (B) shall be under control of Site –Incharge of DFCCIL. Besides these staff, Bidder shall ensure that 01 fitter, 01 wireman along with necessary assistance shall always be available at all stations during night for attending night failures.
 - (iii) Night means from Sunset to Sunrise.

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

Annexure-D

MAINTENANCE SCHEDULE FOR S&T GEARS

1.ELECTRICALLY OPERATED POINTS

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

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

	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
			brushes.
			4. Ensure painting of connecting rods is satisfactory.
P5	Half yearly	Yearly	1. Check for detector contacts and cleaning if required, control contacts, friction clutch. Ensure contact pressure of control and detection contact is adequate. Ensure Brass tip on finger contact is intact. Conduct obstruction test.
			2. Visual check of brass strips provided between detector slides, without removing them.
			3. Checking of contact, connections and its effectiveness during power operation points.
			4. Checking of point motor insulation, cable and wire insulation (by 100 V Megger).
			5. Testing of point tail cable from K Rack (of location box) in N & R position of point with 100V megger
P6	----	Yearly	1. Working of point using crank handle shall also be checked. It shall not be possible to insert Crank Handle without assigned Key. Interlocking with signals shall be checked.
			2. Testing of effectiveness of Track locking.

NOTE:

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

2.DIGITAL AXLE COUNTER (SSDAC/HASSDAC)

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/ Dy.PM	
DAC 1	Monthly	Half Yearly	Outdoor Equipment :-
			1. Checking & visual inspection of track side Sensor (Tx& Rx coil). If rail contact bolt of sensor found loose then it must be tightened from Torque wrench with specified torque (88 N-m). Check that Tx, Rx heads & enclosures of rail contact are not damaged or deteriorated, the area is free from any P/Way defects, the heads are clear of metallic debris, there are no traction bonds close to detection set and heads are clear of ballast.
			2. Ensure that proper size & tightness of deflectors. The deflectors are at least 30 cm away from centre of Sensor (Tx& Rx coil).

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/ Dy.PM	
			<p>3. Check the resistance between Rx head to running rail & Rx head to M12 bolt. If it is less than 2 Mega ohms, the mountings needs to cleaned or replaced. M-12 rail mounting nuts to be torqued to 45 N-m, M-8 Tx head mounting nuts to be torqued to 25N-m.</p> <p>4. Check physically sensor cable and duct/protective pipe including earthing connections is proper, tightened & not corroded.</p> <p>5. Ensure the minimum of 400 mm sleeper spacing & packing of sleepers in between track device (sensor) are fitted & fitting do not vibrate under train movement & packing of the same shall be done, if required.</p> <p>6. Ensure that the proper fixing of track side connection box (DP/EAK) on the mushroom base plate & all screws are tight, also visually check the condition of Mushroom foundation.</p> <p>7. Ensure that the rail contact (Sensor) cable must be free to loop near the Tx-Rx heads. The protective hose must not be fitted up to the rail contact otherwise the rail contact integral cables may get damaged by the rigid hose because of short bending radius.</p> <p>8. Ensure that all cable entry point or any opening of DP/EAK/EJB junction box is sealed.</p> <p>9. Ensure proper packing of supporting sleepers of sensor so that fittings do not vibrate during passage of train.</p> <p>10. Check auto resetting feature it must be applied whenever one of the DAC unit is failed then auto reset is to be applied by reset module & system resumes preparatory mode after time delay (10 to 15 second) or as per manual.</p> <p>11. Visual inspection of condition of earth rod, earth pit, connections and checking of earth continuity.</p> <p>Indoor Equipment:-</p> <p>12. Physical Checking & functioning of Reset box indication, counter & SM key. Without SM key reset shall not be applied.</p>
DAC 2	Quarterly (to be done by Jr. Exe in presence of Exe/ Sr. Exe)	Half yearly	<p>1. Opening the cover of Mushroom & inspect card free from dust, dirt & tightened. Ensure that the same shall not vibrate under movement of train. There should be no possibility for entry to rain water. All MOV's are connected at proper terminals & are in good working condition.</p> <p>2. Measure rated input /output voltage & other parameter of DP (outside) with DAC toolkit which is provided by manufacturer & record in book. Also ensure all parameters are under permitted limits. (All the measured data shall be filled in the maintenance log sheet attached with this</p>

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/ Dy.PM	
			schedule).
			3. Screw coupler connections should be fully tight.
			4. Measure the Tx/Rx coil signal levels and record them. Values should be within the specified limits.
			5. Check all indication LEDs are lit in correct sequence.
			6. Check the working of trolley protection track circuit if available.
			7. Check indication LEDs in reset box are lit as per occupied and clear position of section.

NOTE:

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

3. MULTI SECTION DIGITAL AXLE COUNTER (MSDAC)-SIEMENS Make

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
MSD1	Monthly	Half yearly	Outdoor Equipment :-
			1. Checking & visual inspection of track side Wheel Sensor (Tx& Rx coil) tightened properly. If rail contact bolt of Wheel sensor found loose then it must be tightened from Torque wrench with specified torque.
			2. Check physically sensor cable and duct/protective pipe including earthing connections is proper & tightened & not corroded.
			3. Ensure proper size & tightness of deflectors. The deflectors are at least 45 cm away from centre of Wheel Sensor (Tx& Rx coil).
			4. Ensure the proper fixing of track side connection box (DP/EAK/TLJB) on the mushroom base plate/Foundation Angle & all screws are tight. Also check the condition of Mushroom/TLJB foundation.
			5. Ensure the minimum of 400 mm. sleeper spacing & packing of sleepers in between track device (Wheel sensor) are fitted & fitting do not vibrate under train movement.
			6. Ensure that all cable entry point or any opening of DP/EAK/TLJB junction box is sealed.

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
			<p>7. Ensure that the rail contact (Wheel Sensor) cable must be free to loop near the Tx-Rx heads. The protective hose pipe must not be fitted up to the rail contact otherwise the rail contact integral cables may get damaged by the rigid hose because of short bending radius.</p> <p>8. Ensure proper packing of supporting sleepers of Wheel sensor so that fittings do not vibrate during passage of train.</p> <p>9. Visual inspection of condition of earth rod, earth pit, connections and checking of earth continuity.</p> <p>Indoor Equipment:-</p> <p>10. All cable terminations are tight & properly connected in relay room.</p> <p>11. Ensure that the armour of quad cable connecting DP/TLJB to location & location to relay room should be properly earthed & tightened in relay room.</p> <p>12. All cards, PCB's & connectors are properly connected in Evaluator (MSDAC) & free from dust.</p> <p>13. Physical Checking & functioning of Reset box indication, counter & SM key. Ensure that without inserting SM key reset shall not be applied.</p> <p>14. All fuses provided in relay room, Evaluator PCB's & DP's are of proper capacity & tightened.</p> <p>15. Check sealing of Reset Box.</p>
MSD2	Quarterly	Half yearly	<p>1. Open the cover of DP/Mushroom/TLJB & ensure that card, if any, are free from dust, dirt & tightened & do not vibrate when movement of train. Also check that connections at terminals are tight and dust free.</p> <p>2. Measure rated input /output voltage, Measure sensor system currents (ASD/FDS) & other parameter of Wheel sensor/DP (outside) & Evaluator (MSDAC) with DAC toolkit which is provided by manufacturer and compare with last reading. Take necessary action if not found within range/deviation with respect to last reading.</p> <p>3. Ensure that Optical fiber losses are less than sensitivity of SFP used for MSDAC networking.</p>

NOTE:

- a. CRC/Checksum to be verified if application software is loaded due to failure or any other reason.
- b. Maintenance and diagnostic tool to be used for analyzing failures and its efficacy to be checked once in a year.
- c. Depending upon OEM, any other specific maintenance item may be included at field level.
- d. A reference sheet for OUTDOOR parameters of Siemens make MSDAC is as below:

<u>S No</u>	<u>Parameter</u>	<u>Tentative Permissible range (Or as decided by OEM)</u>	<u>Value at the time of measurement (DP wise measurement to be done)</u>
1	U60	30 to 72 V DC	
2	U24	21.3 to 22.4 V DC	
3	Fs	42.8 to 43.2 KHz	
4	Ue1	60 to 150 mv AC	
5	Ue2	60 to 150 mv AC	
6	UL	0.48 to 1.80 V AC	

e. **A reference sheet for INDOOR parameters of Siemens make MSDAC is as below:**

<u>S No</u>	<u>Parameter</u>	<u>Value at the time of measurement (DP wise measurement to be done)</u>
1	Indoor DP Voltage on CT rack	
2	Input voltage to Outdoor DP (60 -62VDC)	
3	Output voltage from DP (0.48 to 1.8 V AC)	

5. Colour Light Signal:

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

Schedule code	Periodicity		Schedule			
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM				
			5. Check condition of Signal foundation, Earth work around signal foundation, ladder & ensure proper alignment of signal post.			
			6. Ensure Signal unit condition, closing of door & locking arrangements are satisfactory.			
			7. Ensure Signal post & CLS unit should be earthed & screen earthing is effective.			
			8. Complete signal unit should be cleaned for removing oxidation, rusting & tightened properly.			
			9. Ensure that there is no opening/access for rain water/ rodent entry.			
			10. Ensure the cable terminations in location box should be cleaned for removing oxidation, rusting & tightened properly.			
			11. Visual check of insulations of cables, PVC wires, proper termination without criss cross, condition of rubber gasket arrangement.			
			12. (a) Check that where signals are infringing with SOD, their Implantation distance is marked on Red colour on white back ground. (b) Blanking off to be done as given in chapter 19 of IRSEM. (c) Right hand signals to be provided with an arrow mark pointing towards the relevant track. (d) Checking that SPT on signal post is functioning properly.			
			S2	-----	Yearly	1. Check infringement of Signal & all its fitting with respect to schedule of dimensions jointly with JPM/APM (Civil) (infringement to be removed, if found).
						2. Test Route ECR- ensure that route ECR should be dropped if any 3 nos. of LEDs in the given route supply is cut for all the routes.
						3. Test Shunt ECR- ensure that shunt ECR should be dropped if any one of Shunt LED does not lit.
						4. Set jumper setting in current regulator as per ECR used & measure current with AC clamp meter. The range of current shall be within the limit as per ECR used.
			5. Implantation distance from center line of nearest track along with an arrow indicating towards nearest track should be painted on signal post in following colours.			
			a) Black on white background for normal implantation.			
			b) Red on white background for implantation distance < 2.825 meters.			

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
			6. Ensure that Arrow Markers are provided on all RHS signals.
			7. Painting of Signal post, unit, ladder& number plate are satisfactory.

NOTE:

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

6. LC GATE OPERATING & INDICATION PANELS

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

7. ELECTRIC LIFTING BARRIER (ELB) & SLIDING BOOM BARRIER (SBB)

(I) ELECTRIC LIFTING BARRIER (ELB)

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
LC-1	Fort Nightly	Quarterly	Checking->

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
			1. Ensure the smooth operation of gate barrier and check for auto stop of barrier in fully open (within 85°-90°) & closed (within 0°- 5°) position. Adjust circuit controllers, if required.
			2. Cleaning the inside & outside of mechanism, booms, channels & hand Generator. Checking & cleaning of contacts, proper adjustment & condition of Limit switch/Circuit controller/contactors.
			3. Check tightness of all fixing nuts & bolts of the mechanism counterbalance channels & adjust screws of base, gear box, clutch assembly, motor, pulleys, boom, machine foundation & the circuit controllers. Along with this any cracks in boom should also be checked.
			4. Checking and cleaning of Road signals and retro reflective STOP board on both LB & hooter.
			5. Checking of Audio - Visual alarm/hooter for approach warning/approach locking.
			6. Check the conditions and working of all LEDs, buttons, Emergency keys, CHLR box etc. on Indication panel and wall inside the gatemen gumti.
			7. Check the working of both Telephones (with IR LC gate and DFC station.)
			8. Availability of lubrication to its level in the gear box.
			9. Locking Checking
			Solenoid Locking: Clean inside the solenoid device and ensure that: (a) The lever falls to the lock position by gravity. (b) Making of Magnet Switch contacts (check with continuity meter) when boom hook is inside lock unit & lock lever is in locked Position. (c) Contact does not break even when boom is moved up & down or sideways within allowable play in lock. (d) Contact of boom lock proving switch, Replace if required.
			Motorized Locking
			10.Ensure that the boom hook falls properly into the Boom Lock Post. Adjust position of Boom Hook/ lock unit if required.

Schedule code	Periodicity		Schedule			
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM				
LC-2	Monthly	Half yearly	1. Apply a little grease to the cam surface which operates the limit switch.			
			2. Check Timing Belt tension for both barriers & Hand Generator. Adjust if required.			
			3. Check Gear Box for any leakage of oil.			
			4. Check clutch slippage current (as per OEM stipulation) and slippage of friction clutch. Adjust (if required & feasible).			
			5. Parallel operation/& Individual operation and opening of gate.			
			6. Gate operation to be tested with Crank handle.CH should be kept sealed in the box.			
			7. Check emergency switch for turning signal to danger. In case of approach lowered signal, emergency switch to be kept in break position and to be rotated to make position once gate is closed and panel push button is pressed.			
			8. All cable terminations are tight and properly connected.			
			9. Check all indication, Buttons/knobs, LED Lamps, Emergency key etc. on Gate Panel. Check for proper sealing of Emergency operation buttons. Checking & cleaning of Operating Panel.			
			10. Checking visually that Earthing connectivity to the Indication panel & Operating panel is intact.			
			11. Testing of all Panel counters, Buzzers, Keys.			
			12. Checking of all time delay and timers provided for approach locking, Emergency key release etc.			
						13. On opening back cover, wiring shall be in good laid out condition without any openings to avoid entry of rodents.
LC-3	Quarterly	Yearly	1. Measure the time of operation, working voltage of ELB and operating current. These records shall be kept in record book. Also ensure all parameter under permissible limit.			
			2. The input voltage/Current range of ELB are			
			3. a. For barriers without hand generator (at motor terminals)			
			Type	Rated voltage	Normal (Max.) operating Current/barrier for boom length up to 9.76m (=10m.)	Maximum rated current for each barrier for boom length up to 9.76m (=10m.)
AC	110V	2.5 Amps	4.0 Amps			

Schedule code	Periodicity		Schedule			
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM				
			DC	24 V	4.0 Amps	7.0 Amps
			DC	110 V	1.0 Amps	1.8 Amps
			b. For barriers with hand generator –			
			Type	Rated voltage	Normal (Max.) operating Current/barrier for boom length up to 9.76m (=10m.)	Maximum rated current for each barrier for boom length up to 9.76m (=10m.)
			DC	24 V	3.0Amps	5.0Amps
			DC	110 V	0.7Amps	1.2Amps
			4. Checking of NX switch / Crank handle.			
			5. Balancing of weight & booms			
			6. Tightening of Screws of ebonite cams of contacts.			
			LC-4	---	Half yearly	1. Proper functioning and interlocking of Sliding Boom.
2. Checking of Approach/dead approach warning, approach locking and track locking.						
3. Boom is perpendicular to road.						
4. Check the resistance of all Limit switch/Circuit controller.						
5. Clearance of boom from road (0.8-1m).						
6. Boom opening (85-90 degree).						
7. Yellow reflector strips on all booms on both sides.						
LC-5	---	Yearly	Annual testing of tail cable insulation & motor insulation with 100V megger.			

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

(II) SLIDING BOOM BARRIER (SBB)

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

NOTE:

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

8. SIGNALLING CABLE

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
C1	Monthly	Half Yearly	1. All termination at CTR, in relay rooms (SER, ALH, RH & EI hut), Location Box, Junction Box should be checked for sulphation. Entries of cables in relay rooms (SER, ALH, RH & EI hut), Location Box, Junction Box, cable pit etc. to be checked and should be sealed properly.
			2. Check for possible rat bite, vulnerability to bush fire / likely damage due to ongoing works nearby.
			3. Visual check of connections, cable armour earthing arrangement in location boxes.
			4. Cleaning of Location boxes, Junction boxes.
C2	Quarterly	Yearly	1. Visual check of protective arrangement provided at track crossing, culverts, bridges, construction site and cable route marker in complete section. Special attention should be paid to these protective works soon after the monsoon.

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
			2. Checking of exposed cable in earth, bridges, duct, Platform, pipe etc. Exposed cable shall be buried or protected by concreting. Ends of the pipe must be concreted.
			3. Condition of cable pipe to be checked. Cables pipe on bridges to be fastened properly, bracket to be tightened & fixed. Entries of cables in pipes should be sealed properly.
C3	Yearly	Yearly	Verification of cable route plan and ensuring availability of cable route markers. All missing/damaged cable markers shall be identified and provided Yearly.
C4	As given in annexure		Periodical Meggering of main and tail cables to be done. Periodicity and procedure described in Annexure B. The results of the insulation resistance tests should be recorded in Performa given in Annexure A.

NOTE:

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

9. QUAD CABLE

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

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
			3. Securing/concreting of the pipe ends wherever provided.
			4. Concreting/Protection of exposed cable.
QCAB3	--	Yearly	Megging of cables. (100 V DC Megger)

Note:

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

10. RELAYS & Relay rooms of SER, ALH, EI HUT & TH

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
R1	Monthly	Half Yearly	1. Checking & cleaning of dust on relays.
			2. Working of Fan/ACs, and AC change-over function, Electrical lighting & fittings to be checked.
			3. Condition of windows & Main door to be checked.
			4. Check the validity/expiry of Fire-extinguisher.
			5. Check the working of AT supply Auto Change Over Switch (ACO)
R2	Quarterly	Half Yearly	1. Plugging of holes to rodent entries in relay room.
			2. Checking of Relay room double lock effectiveness.
			3. In cable rack far ends functional relay voltages to be measured and recorded.
			4. Check for any rain water leakages.
			5. Relay room Proximity switch for Relay room door along with its logging to be checked.
			6. Visual inspection of relays and Check the condition of Relay holding clip.
			7. Check that detailed design is available & Relay replacement register is maintained.
R3	---	Yearly	Checking –
			1. Accuracy of time delay circuit.
			2. Sealing of relays are intact, effective and not tampered.
			3. Checking of No label relays. Painting of nomenclature wherever required.

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
			4. Cable Armour earth intactness and proper tinkering to be checked.
			5. Proper bunching and lacing of relay wiring.
			6. The relay to be checked for defects in respect of charring of contacts, dust accumulation on contacts, corrosion / rusting of components, crack or breakage in components, presence of fungus and ants inside the relay casing, charring of cover near contacts in the case of plug-in-type relays, corrosion of label, absence or tempering of seal, any other abnormal condition.

NOTE:

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

11. INTEGRATED POWER SUPPLY

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
IPS1	Monthly	Quarterly	1. Visual checking & cleaning of entire IPS equipment carefully & making dust free.
			2. Ensure IPS front panel all ACDP & DCDP indications are properly functioning.
			3. Checking of all cables, connectors, terminations and ensuring in good condition & properly tightened.
			4. Physical checking & proper functioning of Status Monitoring Panel (SMP).

Schedule code	Periodicity		Schedule			
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM				
			5. Visual checking of the indication of SPD box/checking of NON-Indicative type SPD with SPD life tester (where ever available). Ensure that Potential free contact (if provided) is connected to Datalogger.			
			6. Ensuring Earthing wire connectivity and its tightness. Ensure that equipment is properly earthed, nut & bolts are not corroded and earthing is as per RDSO's Technical Advisory Note (TAN).			
			7. Cleaning all cells of IPS battery bank & applying petroleum jelly as required.			
			8. Checking of both IPS & battery bank room ventilation & Exhaust fan is in working condition.			
			9. Measure Main Supply voltage to IPS, should be within the specified limit of 170V to 275 V.			
			10. Check and adjust all outputs of ACDP & DCDP module Voltage as per load requirement. Record all the measurements in Register.			
			11. Testing of auto changeover working in ACDP Panel. Switch off Inverter-1 & observe inverter- 2 takes load. Switch off both inverters then observe CVT takes the load.(To be done in presence of Executive/Sr. Executive)			
			12. Load taking on IPS battery bank about 1 hour/ OR 10 % of Depth of Discharge (DOD) & record the readings of all cells voltages & specific gravity (LMLA) in the register.			
			13. The equipment is properly earthed, earth leads are proper in size. Nut, bolt etc are not corroded. Earthing is as per extant instructions.			
			IPS 2	Quarterly	Half yearly	1. Testing Load Sharing of DC-DC Converters by measuring individual current of each DC-DC converter with Clamp meter for all outputs.
						2. Ensure Data logger alarm, exception report and SMS alerts are generated for failure of Mains supply (i.e. ATs, local, DG, etc.) and all DC outputs.
						3. In case of VRLA batteries, 50 % DOD check for VRLA batteries by shutting down SMR for adequate time.
			IPS 3	----	Yearly	1. Measure Earth value using clamp on earth meter/megger. Earth resistance shall be $\leq 1 \Omega$. Record the measured value of earth resistance. If it is beyond limit, suitable action should be taken and informed to Controlling Officer.
2. Ensure that all the potential free contacts of IPS (Mains fail, SMR, Invertors, DC-DC convertor, CVT, Transformer fail, SPD, 50% DOD, etc.) wired in Data logger are functioning properly.(same as item 2 in IPS2)						

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
			3. By switching OFF module (SMRs, DC-DC converter, Invertors, CVT, Transformer) one by one, ensure that audio alarm, indications and acknowledgement are functioning on SMP.
			4. Remove one by one module & clean them using a soft cloth carefully. Gently blow some air to remove the dust inside, duly ensuring non-interruption of load.
			5. Checking of temperature of terminals and modules by using temperature gun.
			6. IPS Power auditing done by JPM/APM/DyPM In-charge.
			Adequate time for 10 % DOD should be calculated as, Time (in hours) = $\frac{\text{Capacity (in AH)} \times 10}{\text{Load (in amp)} \times 100}$
			Adequate time for 50% DOD should be calculated as, Time (in hours) = $\frac{\text{Capacity (in AH)} \times 50}{\text{Load (in amp)} \times 100}$

NOTE:

1. In the month of Scheduled Inspection at Jr.PM/APM In-charge level, Scheduled Inspection by Section Junior Executive/Executive/Sr. Executive may not be required, since it is repetitive. However, Section Junior Executive/Executive/Sr. Executive will associate during Scheduled Inspection of Jr.PM/APM In-charge.
2. Depending upon OEM, any other specific maintenance item may be included at field level.

12. FUSES

Schedule Code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
F1	Monthly	Half yearly	1. Visually check the fuses and indication LED on fuse block provided to ensure intactness.
			2. Visual inspection of fuse blown off indications & their replacement with proper fuses, if blown off.
F2	----	Yearly	1. Checking that all fuses provided are of ND type/'D' type/'G' type or approved type and of correct rating as per requirement.
			2. Ensure proper tightness of all terminals and fuses.

Schedule Code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
			3. Check that fuse capacity as per specification for the maximum load current.

NOTE:

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

13. ELECTRONIC INTERLOCKING: Maintenance as per OEM Practice

NOTE:

1. CRC to be verified if application software is loaded due to failure or any other reason.
2. Ensure that spare cards are wrapped in ESD.
3. An anti-static ESD (electro static discharge) wrist strap band should be worn before touching any EI equipment during maintenance.
4. The available spare CPU card shall be readily loaded with application logic with same CRC of the concerned station and kept ready for replacement during failure. Station name & CRC shall be pasted on the card to avoid wrong insertion.
5. Depending upon OEM, any other specific maintenance item may be included at field level.

14. BPAC WITH UNIVERSAL FAIL-SAFE BLOCK INTERFACE (UFSBI)

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
UF1	Monthly (Junior Executive will perform maintenance only under the supervision of Executive/ Sr. Executive)	Quarterly	Checking->
			1. Visual inspection of Block Panel - Check proper functioning of all push buttons, indications, buzzers, counter & keys provided on ASM block panel.
			2. Block Panel & Interface free from rust, dirt & all the connectors & PCBs in the 6U rack inserted properly.
			3. Check that all cable terminations are tight & properly connected.
			4. Physical checking & functioning of all push Buttons, indications, buzzers, telephone & counter & keys provided on ASM block panel.
			5. Ensure effective working of SM key, LCB key, SH key & HKT for single line.
			6. Check that all the relay in UFSBI rack are properly plugged & holding clip are intact.

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
			7. All fuses provided are of proper capacity.
			8. The Earthing wire & its connectivity & tightness.
			9. Check the surge arrester module working properly with zero voltage drops.
			10. Check that all UFSBI relay contacts are clean and free from pitting.
			11. Check that ripple voltages are not more than the specified voltage which are as follows: - i) 5 V DC not more than 40 mv ii) +12 V DC not more than 30 mv iii) -12 V DC not more than 30 mv
			12. Check that proper gasket is provided in the UFSBI cubicle to prevent the ingress of water dust, insects / pests etc.
UF2	Monthly	Quarterly	1. Measure working voltage of UFSBI unit. It should be in between 21.6V & 28.8V New DC & record in book.
			2. Check the various output of DC-DC converter & record all output supply voltage & output level should be as follow: -
			a) 5V supply 4.85V to 5.15 V
			b) +12V supply: 11.76V to 12.24V
			c) -12V supply: -11.76V to -12.24V
			d) 24V supply: 22.8V to 25.2V
3. Check the current. UFSBI should draw around 1.8 Amp.			
UF3	Quarterly	Half Yearly	Checking of media diversity from Quad to OFC or vice versa.
UF4	Yearly	-----	1. Check communication channel
			a) Quad cable insulation & losses.
			b) Signal to Noise ratio (it should not be less than 30 dB).
			c) Check address jumper of both mother cards of connected UFSBI.
			2. Check all communication link and keep record of following parameter:

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
			a) Link parameter Max. Transmit Signal= -05 to -10 dBm (after removing cable side connection) Min receive level = -12dBm to -22 dBm (4 wire voice Channel on OFC).
			b) Loop resistance not more than 56 ohm/km.(Quad cable)
			c) Attenuation loss measured at 2.5 KHz should not be greater than 30dB for full length of Quad cable used.
			d) Near End Cross Talk (NEXT) shall be better than 55 dB/Km at the frequency of 150 KHz.
			e) Far End Cross Talk (FEXT) shall be better than 67.8 dB/Km at the frequency of 150KHz.
			f) Insulation resistance better than 10MΩ/Km tested with 100Vmegger.(Quad cable)
			3. Checking of Datalogger report for validation of relay contacts of block panel.
UF5	Half Yearly	Yearly	1. Measure the earthing resistance & it should be less than 1 ohm.
			2. Testing the timer is working & time delay of 120 second for cancellation of line clear is achieved.
			3. Checking that LSS cannot be taken OFF without line clear and is automatically replaced to ON when train enters the block section.
			4. Ensure that all the potential free contact of UFSBI (power supply monitor, single CPU failure detection & single system failure detection) are functioning properly and wired in Datalogger.
			5. Check that terminations of wires are with a unique number for easy identification.
			6. Wiring of relay rack is properly dressed and laced.
			7. Ensure that ASM alarm panel indications are extended to S&T duty room & to the Data loggers.

NOTE:

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

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

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

NOTE:

1. Ensure that independent Power supply is connected to KLCR.

16. EARTH LEAKAGE DETECTOR (ELD)

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

			<p>8. Check the LED indication of each channel module of earth leakage detector & ensure that “NORMAL LED” is glowing. If “FAULT LED” is glowing, take the suitable corrective action to remove the earth fault immediately.</p> <p>9. Earth connection to ELD through E1 and E2 should be at two different points. Preferably one on Copper Ring and another on earth pit on which MEB wires/Cu tape are welded. If difference in earth resistance at two points increase more than 10 ohm than all channels will show earth fault which indicate poor earth resistance or loose connectivity. Same to be attended.</p> <p>10. Fault LED if glowing Red it means I) ELD module may be defective- ELD meter will show infinite but will not reset. Replace defective module. Or II) AC supply is not available. Attend to it. Or III) If meter showing some leakage resistance, ELD module is working and leakage is there in the circuit and it needs to be attended.</p>
ELD-2	Quarterly	Half yearly	1. Measure working voltage of ELD unit is from 195V to 265V for 230V and 93V to 127V for 110V supply respectively.
			2. Measure Leakage resistance of all connected AC/DC (60V/24V/110V) channel one by one after selecting through the channel selector and fill in annexure-B & keep in record book.
			3. Check Datalogger messages are generated after creating false earth faults during inspection by supervisor
ELD-3	Yearly	----	1. All fuses provided are of proper capacity in AC/DC channel. Ensure the wiring board fuse rating as follows, Bus bar(+ive & -ive each) 100mA, Power supply 2 A.
			2. If any channel is not in use, it can be switched off with the help of individual switch in back side of terminal strip.
			3. Ensure that Potential free contacts of ELD are connected to Datalogger and working properly and Exceptional report for faulty cable is generated through the data loggers.

NOTE:

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

ANNEXURE-A

Desirable settings for ELD

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

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

ANNEXURE-B

STATION: -

DATE :-

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

17. DATALOGGER

Schedule code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
DL1	Monthly	Half yearly	Checking->
			1. Data logger free from rust, dirt & all the connectors & PCBs (Cards) in the main Euro rack inserted properly & all screws of cards tightened.
			2. All cable terminations (Analog, digital input) are tightened & properly connected.
			3. The Earthing wire & its connectivity tightness.

			<p>4. FAS (Fault Analysis System) free from dust & ensure proper connectivity with data logger.</p> <p>5. Check LED position of both side of modems. a) CD, CTS-LED should continue glow & -In normal condition. b) TD & RD LED should blink (flickering)- In normal condition. i.e. data is getting transferred. If LED status is different then reset modem by pressing reset button or supply switching. c) If LED status is different then reset modem by pressing reset button or supply switching.</p> <p>6. Reading of all cells of data logger battery bank voltage when charger is in on position. Switch off charger & Data logger load takes on battery bank about 30 minutes then measure all cells voltage. (If power supply not taken from IPS)</p> <p>7. Measure all AC & DC supply input voltage in Datalogger with true RMS meter then compare all this voltage with FAS (Computer) voltage reading. The variation of both reading is under +/- 5% for accuracy.</p> <p>8. Measure working voltage of data logger unit. It should be in permissible limit as given below. a) Between 11.4 V to 12.6 V if data logger model was 90/98. b) Between 22.8 V to 25.2 V if data logger model was 99/01 and 99/06.</p> <p>9. Functioning of SMS alerts.</p>
DL2	Half yearly	Yearly	<p>1. Measure the communication channel (OFC) loss & it should not be more than 25 dB between two modems of data logger.</p> <p>2. Ensure that latest NMDL software (i.e. software used for network management in Datalogger) & test room yard layout, fault updated in FAS (Computer) at site & all NMDL utility programs (Reports, Simulation, track off etc.) running smoothly.</p>
DL3	Yearly	Yearly	<p>1. Measure the earthing resistance & it should be less than 1 ohm.</p> <p>2. Check & ensure that data Logger validation register is kept at each station and details of potential free contacts of digital & analog inputs must be tallied with NMDL at DLMC.</p>
DL4 (Signal Controller in OCC)	----	Yearly	<p>1. Checking of all type of exceptions reports (As per RDSO) generated by data logger & analysis of the reports for reliability of Data logger.</p> <p>2. To check & ensure that temperature of Datalogger is shown in NMDL.</p> <p>3. Ensure that DL-1 & DL-2 shall be followed for FEP, CMU & Server unit at DLMC.</p>

NOTE:

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

18. EARTHING AND LIGHTNING PROTECTION

Schedule Code	Periodicity		Schedule
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
E1	Monthly	Half yearly	Checking that –
			1. All earth connections with weld/nuts (with BEC or independent earth) of Signal unit, signal screen, Location Box, LC gate channel, block earth, Axle counter, PSS Equipment, Battery, MUX and other equipment earth are tight and intact.
			2. Earth wire lead / MS strip is not corroded and is well protected.
			3. Nuts and bolts used for connecting earth wires/ MS strip from Function/ equipment to electrode /BEC are not corroded.
			4. SPD (B & C type at 230 V entry stage) indications are OK.
			5. Connections to SPD are intact.
E2	Half Yearly	Yearly	Checking that –
			1. SPD(C type at the output side of DC supply) indications are OK. Before onset of monsoon and after every lightning it has to be verified.
			2. Connections to SPD are intact.
E3	-----	Yearly	Checking that –
			1. Proper rating and type of SPD used.
			2. Available potential free contacts are wired.
			3. Separate earth exists for each block.
			4. Different earthing conductors are insulated from each other.
			5. Measuring the value of earth resistance of the earthing provided for signaling circuit, improving earth resistance if found more than beyond specified limit of installed equipment, take steps to reduce it further.
			6. Keeping records of the earth resistance measurement and painting its value on earth enclosures /nearest wall.

NOTE:-

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

19. VRLA BATTERY SET/ BATTERY CHARGER MAINTENANCE RECORD

Schedule code	Periodicity		Schedules
	Junior Executive/ Executive/ Sr. Executive	JPM/APM/DyPM	
BAT1	Monthly	Quarterly	1. Check the float charging voltage and current. (Voltage: 2.23 volts per cell, Current: min 10% to max 20% of the cell rated capacity)
			2. Note down the average ambient Battery room temperature. (Battery will give optimum performance when operated @ 27°C.)
BAT2	Quarterly	Half yearly	1. Check the charger ripple and the regulation. (Ripple: <2% rms. Value, Regulation: ± 1%.)
			2. Boost charge the batteries for 24 Hrs. (Voltage:2.30VPC,Current:20%(max) of cell rated capacity)
			3. Note down individual cell voltage readings after discharging the battery bank for 15 min with current limit min 10% to max.20% of the rated capacity to identify the weak cells if any.
			4. Inspect for any Physical damages, Heat seal leakage, Cracks on cover & container. (1st time before installation & quarterly afterwards)
BAT3	Half yearly	Yearly	1. Tighten the connecting terminals with 11Nm for M6 and 16 Nm for M8 terminal. 2. Check for any terminal post corrosion. If corrosion is observed, clean the affected area as follows: (i) Disconnect the battery bank from circuit and remove those particular terminal connectors. (ii) Clean the terminal with brass brush (or) Emery paper. (iii) After brushing clean the terminal with dry cotton cloth. 3. Connect back the connectors as usual. Torque all the terminal bolts to 11 Nm/100Lb-inch for M6 and 16Nm/142 Lb inch for M8 and apply thin layer of petroleum jelly.
BAT4	--	Yearly	Check the over voltage cut off and under voltage trip. (Over voltage cutoff:2.33VPC,Under Voltage trip.1.75VPC)
			Test discharge the battery bank @ C/10 rate <ul style="list-style-type: none"> • Charge the batteries at a constant voltage of 2.30 volts per cell with current limited to 20% of the rated capacity for 48 hrs or to 72 hrs if the current is limited to 10%. • Then discharge the batteries at C10 rate as explained in OEM's Manual. • After completing the capacity test, if the capacity

			<p>obtained is more than 80% of the rated capacity then the same may be connected back to load after recharge as mentioned in bullet (1) above.</p> <ul style="list-style-type: none"> • If the capacity obtained is less than 80% repeat the above process two more times. • If the capacity obtained is still less than 80% contact the nearest representative of manufacturer of Battery. <p>* (Battery is capable to accept up to 30% Current Limit, however proper connector sizing should be ensured)</p>
--	--	--	--

NOTE:

1. Current shall be measured by using Clamp Meter without disconnecting any circuit/ wire/ cable.

20. LOCATION BOX

Schedule Code	Schedule	Periodicity
	Following maintenance activities are to be Executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level	
LB-1	<ol style="list-style-type: none"> 1. Cleaning and visual check of cable insulations, terminations and equipment installed in location boxes. 2. Checking and tightening of all connectors/terminals etc. 3. Ensure that there is no possibility of water/insects ingress. 4. The smooth functioning of the E-type lock to be ensured by oiling/lubrication of locking arrangement. 	Monthly in presence of Sr. Executive / Executive S&T

21. Telecom Equipment

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

The above Maintenance Schedule for S&T Gears is tentative and indicative only. The Schedule may change from time to time & may include additional items as per requirement of OEM and DFCCIL. The deployed manpower shall have to carry out the activities as instructed by DFCCIL Incharge Officer.

Section 7

Annexures

ANNEXURE – I

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

Signature of the Tenderer/s: -

ANNEXURE – II

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

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

1. Name of work/ service:
2. Agreement/contract number:
3. Nature of service provided:
4. Date of start of service/work:
5. Date of completion of work/service:
6. Total value of work/service during the contract period (if completed):
7. In case of on-going work/service, please indicate the annual payment for F.Y 2022-23, F.Y. 2021-22, F.Y. 2020 -21, F.Y.2019-20..

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

ANNEXURE – III (Mandatory)

Self-Certificate

- a. I/We have downloaded the tender form from the internet website <https://ireps.gov.in> and I/we have not tampered/ modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with DFCCIL and/or prosecuted as per law.
- b. **I/We certify that I/we am/are not black listed or debarred by DFCCIL or Railways or any other Ministry/Department of the Government of India/State Government and there has not been any work cancelled against us for poor performance in the last three years reckoned from the date of invitation of tender.**

Seal & Signature of the Tenderer/s:

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

(The Bank Guarantee (BGs) to be submitted by the suppliers/ contractors should be sent directly to "General Manager/Co/Vadodara; 4th Floor, Block-A, SSNNL Office, Narmada Naher Bhawan, Chhani Jakat Naka, Vadodara -390024 by the issuing Bank under Registered Post.

To.

**General Manager/Co/Vadodara
4th Floor, Block-A, SSNNL Office,
Narmada Neher Bhawan, Chhani Jakat naka,
Vadodara -390024**

In consideration of the General Manager/Co; DFCCIL (hereinafter called "DFCCIL") having agreed to accept from.....hereinaftercalled "the said Contractor/s"), under the terms and conditions of an Agreement/ Acceptance letter dated..... made between.....and.....(hereinafter called "the said Agreement") the Performance Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs..... (Rupees..... only).

We..... (Indicate the name of the Bank hereinafter referred to as "the Bank") at the request ofcontractor/s do hereby under take to pay the DFCCIL an amount not exceeding Rs.....against any loss or Damage caused to or suffered by or would be caused to or suffered by DFCCIL / Government by reason of any breach by said Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. We.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the DFCCIL stating that the amount claimed is by way of loss or damage caused to or suffered by the DFCCIL by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement, any such demand made on the Bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not Exceeding Rs.....
2. We undertake to pay to the DFCCIL any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/ suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors(s)/ supplier(s) shall have noagainst us for making such payment.

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

Dated thisday of.....2022

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

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: _____

GM/Co-Ordination,
DFCCIL/Vadodara,
Acting through,
..... DFCCIL,

Beneficiary: GM/Co DFCCIL Vadodara

Date:

Bank Guarantee Bond No.: -----

Date: -----

In consideration of the CGM, DFCCIL/Vadodara acting through General Manager/Co-ord, Vadodara (**Designation & address of Contract Signing Authority**), Vadodara, DFCCIL,, (hereinafter called "The DFCCIL") having invited the bid for _____ through Notice inviting tender (NIT) No. _____, We have been informed that----- [Insert name of the Bidder]..... (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of [**Insert required Value of Bid Security**], in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS, [**Insert Name of the Bank**], with its Branch [**Insert Address**] having its Headquarters office at..... [**Insert Address**], hereinafter called the **Bank**, acting through [**Insert Name and Designation of the authorized persons of the Bank**], have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the CGM DFCCIL Vadodara:

1. KNOW ALL MEN that by these present that I/We the undersigned [**Insert name(s) of authorized representatives of the Bank**], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally, and irrevocably guarantee to pay to the CGM DFCCIL Vadodara full amount in the sum of [**Insert required Value of Bid Security**] as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the DFCCIL any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the DFCCIL on the Bank shall be final, conclusive, and binding, absolute, and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by DFCCIL without any reference to the Bidder and without the DFCCIL being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the DFCCIL and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by DFCCIL at any time.
6. This guarantee will remain valid and effective from.....*[insert date of issue]* till *[insert date, which should be minimum 120 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and DFCCIL herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the DFCCIL. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE: *UBIN0546836*
BANK NAME: *UNION BANK OF INDIA*
BRANCH NAME: *UBI MOTI BAGH*
CITY NAME: *NEW DELHI-110066*

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the DFCCIL. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the DFCCIL.

Date
 Place..... Bank's Seal and authorized signature(s)
 [Name in Block letters]
 [Designation with Code No.].....
 [P/Attorney] No.

Witness:
 1 Signature, Name & Address & Seal
 2 Signature, Name& address & Seal Bank's Seal
 [P/Attorney]No.

Note: 1. All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

Signature of Tenderer (s) with Seal
2. This bank detail is to be only used for submission of Bid Security in the form of Bank Guarantee.

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

AGREEMENT

THIS AGREEMENT made on _____ day of _____ 2023 between DFCCIL, acting through General Manager(Co)/Vadodara, 4th Floor, Block-A, SSNNL Office, Narmada Neher Bhawan, Chhani Jakat Naka, Vadodara - 390024 (herein after called the “DFCCIL”) of the one part and _____ (Name / address of the contractor) (herein after called the contractor) of the other part.

WHEREAS the DFCCIL is desirous that certain works should be executed by the Contractor viz. “Signalling and Telecommunication maintenance, replacement /refixing works, supply of minor spares and hiring of manpower and maintenance Vehicles, from DFCC Chainage Km 00 to 134 Km (i.e. WDFC Uniform Chainage : 286+867 to 420+808) including link lines from IR Niyol to New Udhna station and from New Sanjali to IR Panoli station Western Dedicated Freight Corridor (WDFC) under DFCCIL Vadodara Unit for two years vide LOA No. _____ with accepted value of Rs _____ & completion period of 24 months (from date _____ to _____) (herein after called “the works”, and has accepted a Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of Tender
 - b) Notice Inviting Tender
 - c) Instructions to the Tenderers
 - d) Conditions of the Contract (Special)
 - e) Conditions of the Contract (General)
 - f) IR General condition of contract April 2022 or latest including all amendments
 - g) Schedule of approximate quantities & Rate
 - h) Document & Credentials submitted by tenderer.
3. In consideration of the payments to be made by the DFCCIL to the contractor as hereinafter mentioned, the contractor hereby covenants with the DFCCIL to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The DFCCIL hereby covenant to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation, and address of the authorized signatory)

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

1.

2.

(Name, Designation and address of the authorized signatory)

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

Witness:

1.

2.

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

CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL

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

1.....

2.....

3.....

AND SO ON

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

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

Annexure-VIII (Mandatory)

Details of works of similar nature physically completed in all respect as per contract agreement during last seven years, ending last day of month previous to the one in which tender is invited

SN	Name of work	Name of organization for whom work physically completed	Type of organization for whom work executed	Contract Agreement No. & Date	Original value of contract agreement	Final value of contract as completed	Payment received till opening of present tender (On account/final bill)	Time taken for completion of work		Principal feature of the work in brief
								Date of award of contract	Date of actual completion	
1	2	3	4	5	6	7	8	9	10	11
1.										
2.										
3.										

Date:

Signature of Tenderer/s
With Seal

Note:-

- (i) Above detail should be given only for works which have been physically completed in all respects, for the similar nature work defined in para 4.14 of the tender document above. Part completed work shall not be considered.
- (ii) Certificate from Private individual for whom such works are executed shall not be considered for eligibility of tenderers.
- (iii) The tenderers should attach self-attested copy of certificate issued by the organizations for whom the work was carried out in the proforma above.
- (iv) In column 4 type of organization is to be mentioned viz. Central/ State Governments /Public Sector Undertaking/Public Funded Institutions/Municipal Bodies /DFCCIL Siding owners /Concessionaire/ Public listed company.

- (v) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
- (vi) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
- (vii) If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
- (viii) In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- (ix) For col no 7, the value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.
- (x) The Secondary Component(s), i.e. the details of successfully completed works of similar nature (that defined for the Secondary Component), executed by tenderer himself / the subcontractor (fully by any one or jointly i.e. partly by tenderer and remaining through subcontractor) during last five years, shall not be considered.

Annual Contractual Turnover of last three financial year & current F.Y

(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)

Sub: - Contractual receipts of M/s (Name of firm).....

It is to certify that contractual receipts of M/s (Name of firm).....during current financial year and preceding three/four financial years as extracted from audited balance sheets are as under :-

Sr. No.	Financial year	Contractual Receipts	*Extracted from Source document (Audited balance sheet/certificate issued by the employer/ client / Tax deduction at source certificate)
1.	Current year (Say A)		
2.	A-1		
3.	A-2		
4.	A-3		
5.	A-4		

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor’s reports. _____

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

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

General

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

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

WHEREAS the [A] is a private company/public Company/Government undertaking /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India. NOW, THEREFORE,

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

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

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

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

Commitments of the CLIENT

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for a accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].
- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.
- 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

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

- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

4. Previous Transaction

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

5. Bid Security and Security Deposit

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

6. Sanctions for violations

- 6.1 Any breach of the aforesaid provision by the [A] or any one employer by it or acting on behalf (whether with or without the knowledge of the [A] shall entitle the CLIENT to take all or any one the following action, wherever required:-
 - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceeding with the other BIDDER (s) would continue.
 - (ii) The Bid Security Deposit (in pre-contract stage) and /or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].

- (iv) To recover all sums already paid by the CLIENT, and case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the CLIENT connection with any other [B], such outstanding payment could also be utilized the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A] in order to recover the payments, already made by the CLIENT, along with interest.
 - (vi) To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money (s) due to the [A].
 - (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
 - (viii) To recover all sums paid in violation of this pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any [B] singed by the CLIENT with the [A] the same shall not be opened.
 - (x) Forfeiture of performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The CLIENT will entitled to take all or any the actions mentioned at para 6.1(1) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on the its behalf (whether with or without the knowledge of the [A] of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act., 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final conclusive on the [A]. However, the [A] can approach the independent Monitor(s) appointed for the purposes of this pact.

7. Fall clause

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

8. Independence Monitors

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

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

9. **Facilitation of Investigation**

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

10. **Law and Place of Jurisdiction**

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

11. **Other Legal Actions**

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

12. **Validity**

12.1 The validity of this Integrity pact shall be from date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT & the [A], including warranty period, whichever is later. In case [A] is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the [B].

12.2 Should one or several provisions of this pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

BIDDER
CHIEF EXECUCTIVE OFFICER

Witness
1. _____
2. _____

Witness
1. _____
2. _____

Note:

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

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

ANTI-PROFITEERING DECLARATION

TO WHOMSOEVER IT MAY CONCERN

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

1) That I am the <Designation of the authorized signatory> of And I am duly authorized to furnish this undertaking/declaration on behalf of (Name of the company).

2) That (Name of the company) has been awarded the work (Name of Work) vide Letter of Award number Dated by M/s Dedicated Freight Corridor Corporation of India Limited.

3) That the Company is fully aware of the anti-profiteering provision under the Goods & Services Tax ("GST") Law(s),

4) That the Company Has passed the benefit of input tax credit available on the.....(good/services) having HSN..... supplied to M/s Dedicated Freight Corridor Corporation of India Limited which it is getting on account of reduced tax liability and input tax credit because of enactment of GST Laws after introduction of Goods and Service Tax w.e.f. 1st July, 2017. The details and amounts being passed on to DFCCIL are provided in Annexure Of this document and areas per applicable GST Laws. These are true and correct to the best of my knowledge, information and belief.

5) Further, it is to confirm also that in case(name of the organization) will receive any further benefit in future after 1st July, 2017 by way of availment of input tax credits which were not allowed to be availed before 1st July, 2017 or reduction in tax rates or in any other manner which results in reduction of cost of the goods/services supplied to M/s Dedicated Freight Corridor Corporation of India Limited, then Company will pass that benefit to M/s Dedicated Freight Corridor Corporation of India Limited also.

6) That I declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil it could result in penalties under the law.

7) I confirm that I am aware of the implication of the above undertaking and our liability on account of incorrect/misleading declaration under the GST Laws.

Signature of the Authorized signatory/ person

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

Name of the Organization and Seal

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

STANDING INDEMNITY BOND FOR "ON ACCOUNT" PAYMENTS
(On paper of requisite stamp value)

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

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

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

Dated this day _____ month _____ of 20 ____

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

Signature of witness

Name of witness in Block letter.

Address

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONG WITH 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 <https://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 certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. 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.
9. 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.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer. **(Offer will be rejected if the above certificate is not submitted by tenderer)**

SPECIAL POWER OF ATTORNEY

(For Sole Proprietor Firm only)

BE IT KNOWN

to all that I Sole Proprietor of the firm having its registered office at do hereby, for and on behalf of the said firm appoint Shri..... (Name& designation with full address) Special Attorney of the said firm and authorize the said Shri..... (name) whose specimen signature are appended below, to do all or any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the tender

No..... (Name of work)..... invited by DFCCIL.

1. To appear before office of DFCCIL related to the process of tendering for the above said tender.
2. To procure/download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on <https://ireps.gov.in> for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by DFCCIL.
5. To sign the agreement and other relevant documents & receive payment on behalf of firm,
6. To co-ordinate measurement through contractor’s authorized engineer, witness measurement, sign measurement books on behalf of firm.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to Arbitration Tribunal.

I have read the content of this Special Power of Attorney & accept the same and I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

(Signature with name of Power attorney Holder)

(Name & signature of sole proprietor)

Dated

Place

(Seal of Firm)

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized. (Not required if tender is uploaded by Proprietor himself)

SPECIAL POWER OF ATTORNEY (For HUF (Hindu Undivided Family))

BE IT KNOWN to all that we (1) (2).....
(3).....(4).....(5)..... all the
members of the HUF..... having its registered office at
..... do hereby, for and on behalf of the said firm appoint
Shri..... (Name& designation)

Special Attorney of the said HUF and authorize the said Shri.....
(name), whose specimen signature are appended below, to do all or any of the following
acts deeds and/or things on behalf of the said firm and to represent the firm in respect for
the tender

No..... (Name of work).....
invited by DFCCIL.

1.To appear before office of DFCCIL related to the process of tendering for the above said
tender.

2.To procure/download the tender documents for the above said tender.

3.To digitally sign the above said tender document and for uploading the offer on
<https://.ireps.gov.in> for the said Tender. In case the offer is submitted by the person other
than those who is appointed as above and there is difference between the name of the
person authorized as above and the person who digitally submitted the offer then our offer
shall be deemed to be summarily rejected.

4.To attend meetings and submit clarifications including negotiations, if any, called by
DFCCIL.

5.To sign the agreement and other relevant documents & receive payment on behalf of
firm,

6.To co-ordinate measurement through contractor's authorized engineer, witness
measurement, sign measurement books on behalf of firm.

7.To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim
certificate and refer all or any disputes to arbitration.

We/ I have read the content of this Special Power of Attorney & accept the same and We/I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

Members of the HUF (Signature of Sri.....)
(Name & signature)

DATE 1.....
2.....
Place 3.....
4.....

Seal of Firm

Seal of Firm

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.

(Not required if tender documents are uploaded by Karta himself).

SPECIAL POWER OF ATTORNEY (For Partnership Firms only)

BE IT KNOWN to all that we (1) (2).....
(3).....(4).....(5)..... all the partners
of the firm..... having its registered office at
do hereby, for and on behalf of the said firm appoint Shri..... (Name&
designation) Special Attorney of the said firm and authorize the said
Shri..... (name), whose specimen signature are appended below, to do all
or any of the following acts deeds and/or things on behalf of the said firm and to represent the
firm in respect for the tender No..... (Name of
work)..... invited by DFCCIL.

1. To appear before office of DFCCIL related to the process of tendering for the above said tender.
2. To procure/download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on <https://ireps.gov.in> for the said Tender. In case the offer is submitted by the person other than those who is appointed as above and there is difference between the name of the person authorized as above and the person who digitally submitted the offer then our offer shall be deemed to be summarily rejected.
4. To attend meetings and submit clarifications including negotiations, if any, called by DFCCIL.
5. To sign the agreement and other relevant documents & receive payment on behalf of firm,
6. To co-ordinate measurement through contractor's authorized engineer, witness measurement, sign measurement books on behalf of firm.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate, and refer all or any disputes to arbitration.

We/ I have read the content of this Special Power of Attorney & accept the same and We/I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

(Signature of Sri.....)	Executants Partner (Name & signature)
-------------------------	--

DATE	1.....
	2.....
	3.....

Place:-	4.....
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Seal of Firm

Seal of Firm

Note: - The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized. (Required even if one or more Partners are authorized in the Partnership Firm to sign on behalf of the Firm)

Annexure XVII

DECLARATION BY NEWLY FORMED PARTNERSHIP FIRM/ LLP Firm

(Mandatory if tenderer is Newly Formed Partnership Firm/ LLP Firm)

I..... S/o Shri.....,
the authorized signatory of partnership firm/ LLP Firm M/s
..... do hereby solemnly affirm
and declare as under :

1. That, we are the newly formed partnership firm/ LLP Firm in the name and style of M/s Registered with registrar of firm vide Registration No..... dated.....
2. In this newly formed Partnership Firm/ LLP Firm, we are No. of partners. The details of the previous proprietary firm or previous dissolved partnership firm/ LLP Firm or previous splitted partnership firm (s) / LLP Firm wherein any of the partners of the present firm was a proprietor / Partner and proposed to use credentials obtained in such previous propriety firm (s)/Partnership firm(s) / LLP Firm is as under :-

S.N.	Name of person in the newly formed partnership firm	Details of Previous Proprietary/ Partnership Firm/ LLP Firm	Share in newly formed partnership firm	Share in previous partnership firm/ LLP Firm	Remarks
1.					
2.					
3.					

3. That, following relevant documents are Annexed with bid –
 - (1) Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I
 - (2) A copy of previous partnership Firm (Notarized or duly registered with the Registrar) (3) Affidavit as per proforma given of Annexure –IX for previous Propriety firm (duly executed on stamp paper and notarized).
 - (4) Copy of previous LLP agreement and certificate of incorporation.
 - (5) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm)
 - (6) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, LLP firm or propriety firm)
 - (7) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para 16.1 (c), (d), (f),(g), (k) above.

Declaration by the Tenderer:-

We/ I have read the content of this declaration & respective conditions of the GCC regarding assessment of the eligibility of our partnership firm/ LLP firm and have/ has enclosed all the required mandatory documents accordingly. We/I hereby declare that the information given above are true. If any of the above information is found to be wrong at any time, my tender will liable to be rejected.

Name and Signature of Tenderer along with Seal

Notes-

1. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 *value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
2. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
3. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
4. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
5. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

DECLARATION BY AN EXISTING PARTNERSHIP FIRM/ LLP FIRM

(Mandatory if tenderer is an Existing Partnership Firm/ LLP Firm)

(Fill the relevant para (1.1, 1.2 & 1.3) and strike off the para which is not relevant under Partnership Firm)

1.0 I S/o Shri, the authorized signatory of Partnership Firm/ LLP Firm M/s do hereby solemnly affirm and declare as under :

1.1 That, we are an existing Partnership Firm/ LLP Firm in the name and style of

M/s....., since..... (MM/YY), having GST Registration No....., PAN/TAN No.....

There has been no change in the Partner(s) of our firm during last 07 (seven) years ending last day of the month previous to the one in which tender is invited.

OR

1.2 That, we are an existing Partnership Firm/ LLP Firm in the name and style of

M/s....., Since..... (MM/YY), having GST Registration No....., PAN / TAN No. Following of our partner(s) has/have quit the Partnership firm/ LLP Firm during last 07 (seven) years ending last day of the month previous to the one in which tender is invited, with details as under :

S.No.	Name of quitting Partner(s)	Share of Partner(s) who has/have quitted.	Date of quitting (MM/YY)

AND / OR

1.3 That, we are an existing Partnership Firm/ LLP Firm in the name and style of

M/s....., since..... (MM/YY), having GST Registration No....., PAN/TAN No..... Following partner(s) has/have joined our Partnership Firm/ LLP Firm during last 07 (seven) years ending last day of the month previous to the one in which tender is invited, with details as under :-

S.No.	Name of Joining Partner(s)	Share of joining Partner(s)	
		In the present firm	In the previous firm from where he/they has/have quit and joined the present firm

1.4 In case of Para 1.2 and 1.3, following documents as applicable are required to be submitted along with bid:-

- (1) Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I.
- (2) A copy of previous partnership Firm (Notarized or duly registered with the Registrar)
- (3) Affidavit as per proforma given of Annexure –IX for previous Propriety firm (duly executed on stamp paper and notarized).
- (4) Copy of previous LLP agreement and certificate of incorporation.
- (5) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm)
- (6) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, LLP firm or propriety firm)
- (7) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para 6.1 (c), (d), (f),(g), (k) above.

Declaration by the Tenderer :-

We/ I have read the content of this declaration & respective conditions of the GCC regarding assessment of the eligibility of our partnership firm/ LLP firm and have/ has enclosed all the required mandatory documents accordingly. We/I hereby declare that the information given above are true. If any of the above information is found to be wrong at any time, my tender will liable to be rejected.

Name and Signature of Tenderer along with seal.

1. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

2. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
3. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
4. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
5. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
6. In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
7. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

SPECIAL POWER OF ATTORNEY (For Private/Limited companies only)

BE IT KNOWN To all that (Name of firm) having its registered office at do hereby, for and on behalf of the firm appoint Shri..... (Name& designation) Special Attorney of the said firm and authorize the said Shri..... (name) whose specimen signatures are appended below, to do all or any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the tender No..... (Name of work)..... invited by DFCCIL.

1. To appear before office of DFCCIL related to the process of tendering for the above said tender.
2. To download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on <https://ireps.gov.in> for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by DFCCIL.
5. To sign the agreement and other relevant documents & receive payment on behalf of Company,
6. To co-ordinate measurement through contractor authorized engineer, witness measurement, sign measurement books on behalf of Company.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to arbitration.

We have read the content of this Special Power of Attorney & accept the same and we hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

(Signature of Shri.....)

Authorized signatory of the firm

Dated.....

Place

Seal of Firm

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.

Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per resolution passed by Board of Directors

DECLARATION REGARDING CONSTITUTION OF EXISTING/ NEW COMPANY

(Mandatory if tenderer is an Existing / New Company)

(Fill the relevant para (1.1, 1.2 & 1.3) and strike off the para which is not relevant under Partnership Firm)

1.0 I S/o Shri, the authorized signatory of the Company M/s do hereby solemnly affirm and declare as under :

1.1 That, we are an existing Company working in the name and style of Registration No....., PAN/TAN No..... There has been no change in the constitution of our Company during last 07 (seven) years ending last day of the month previous to the one in which tender is invited.

OR

1.2 That, we are an existing Company working in the name and style of Registration No....., PAN / TAN No. Following Company (ies) merged in the Company during last 07 (seven) years ending last day of the month previous to the one in which tender is invited, with details as under:

S.No.	Name of quitting Partner(s)	Share of Partner(s) who has/have quitted.	Date of quitting (MM/YY)

1.3 In case of Para 1.2, following documents as applicable are required to be submitted along with bid:-

- (1) Details of company getting merged as per annexure I
- (2) Copy of Memorandum of Association/ Articles of Association of the Company getting merged
- (3) Copy of certificate of incorporation of previous company getting Merged.
- (4) Resolution by the Board of Directors for the Merger of the company(s) with the tenderer
- (5) Proof of surrender of previous PAN no
- (6) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such Company(s) joining the new/ existing Company.

Declaration by the Tenderer :-

We/ I have read the content of this declaration & respective conditions of the GCC regarding assessment of the eligibility of our partnership firm/ LLP firm and have/ has enclosed all the required mandatory documents accordingly. We/I hereby declare that the information given above are true. If any of the above information is found to be wrong at any time, my tender will liable to be rejected.

Name and Signature of Tenderer along with seal.

Notes- In case company A is merged with company B, then company B would get the credentials of company A also.

SPECIAL POWER OF ATTORNEY (For Registered Society & Registered Trust)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S (Name of **Registered Society / Registered Trust**) is a **Registered Society / Registered Trust** registered under the Act (Name of the act vide which registered), and having its registered office at..... (hereinafter called the '**Registered Society / Registered Trust** ').

AND WHEREAS by its resolution No..... passed in the meeting held on..... of the Executive Member of the **Registered Society / Registered Trust** the **Registered Society / Registered Trust** (**Registered Society / Registered Trust** name) have decided to participate in the tender No. _____ invited by DFCCIL for the work namely “ _____ ”

I.....(name and designation) the authorized representative of M/S(name of **Registered Society / Registered Trust**) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint _____ and _____ authorize _____ Mr./Ms. _____ (designation) _____ (address) _____ & _____ (designation) _____ (address) _____ who is/are presently holding the above mentioned position in the **Registered Society / Registered Trust** as our true and lawful attorney (hereinafter referred to as “Attorney”) of the **Registered Society / Registered Trust** to jointly or severally exercise all or any of the following powers for and on behalf of M/S (name of **Registered Society / Registered Trust**) in respect of the aforesaid tender Invited by DFCCIL :

1. To appear before office of DFCCIL related to the process of tendering for the above said tender.
2. To download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on <https://ireps.gov.in> for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by DFCCIL.
5. To sign the agreement and all other required documents & receive payment.
6. To co-ordinate measurement through contractor authorized engineer, witness measurement, sign measurement books on behalf of Registered Trust/Society.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to arbitration

The **Registered Society / Registered Trust** agrees and undertakes that in the event of any change in the constitution of the **Registered Society / Registered Trust**, the rights and obligations of the **Registered Society / Registered Trust** shall continue to be in full force without any effect thereof.

The **Registered Society / Registered Trust** undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of DFCCIL.

AND the **Registered Society / Registered Trust** hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the **Registered Society / Registered Trust** and the **Registered Society / Registered Trust** hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed Shri.....(name and designation), on this..... day of..... 20...., in presence of:

WITNESSES:

Signature Name:
Address:

Signatures of authorized representative & Seal of **Registered Society / Registered Trust**

Name of authorized rep (Executants):
Designation:

Signature Name:
Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1)Name Signature.....

(2Name).....Signature.....

Executed and Signed before me on this.....day of At(place).

(Seal and signature of Notary Public)

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized. (Required even if tender documents are submitted by the authorized/ power of attorney holder himself)

SPECIAL POWER-OF-ATTORNEY (For LLP Firm incorporated under LLP Act)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S (Name of LLP & LLPIN number) is a LLP Firm registered under the LLP Act, 2008, and having its registered office at..... (hereinafter called the 'LLP').

AND WHEREAS by its resolution No..... passed in the meeting held on..... of the Partners of the LLP (LLP name) have decided to participate in the tender No. _____ invited by DFCCIL for the work namely “ _____ ”

I.....(name and designation) the authorized representative of M/S (name of LLP) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. _____ (designation) _____ (address) & _____ (address) who is/are presently holding the above mentioned position in the LLP as our true and lawful attorney (hereinafter referred to as “Attorney”) of the LLP to jointly or severally exercise all or any of the following powers for and on behalf of

M/S..... (name of LLP & LLPIN number) in respect of the aforesaid tender Invited by the DFCCIL :

1. To appear before office of DFCCIL related to the process of tendering for the above said tender.
2. To download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on <https://ireps.gov.in> for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by DFCCIL.
5. To sign the agreement and other relevant documents & receive payment on behalf of firm,
6. To co-ordinate measurement through contractor authorized engineer, witness measurement, sign measurement books on behalf of firm.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to arbitration

The LLP agrees and undertakes that in the event of any change in the constitution of the LLP, the rights and obligations of the LLP shall continue to be in full force without any effect thereof. The LLP undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of DFCCIL.

AND the LLP hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the LLP and the LLP hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by WITNESSES:

Signature Name: Signatures of authorized representative & Seal
Address: of LLP: authorized representative
Name of (Executants):
Designation:

Signature Name:
Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1)Name Signature.....

(2Name).....Signature.....

Executed and Signed before me on this.....day of
..... At(place).

(Seal and signature of Notary Public)

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.

Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per resolution passed by Partners of the LLP

Annexure -XXIII

**Partner’s Resolution of LLP Firm incorporated under LLP Act for submitting Tender
by LLP firm (To be printed on Firm’s letter head)**

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS
OF _____ (LLP Name) having LLPIN _____ of
20..... (Hereinafter referred to as LLP) HELD ON (Date) _____ AT (Address)

Whereas the Board has been described about
NIT No. _____ issued by DFCCIL for the work
name“ _____”.

Partners discussed the matter and after discussion following resolution was passed:
RESOLVED THAT the LLP (LLP name) shall participate in the above tender Resolved further
that the LLP/Partners authorize(s), Mr./ Ms. _____ & Mr./ Ms.
_____ (name and designation) of the LLP, to jointly or severally sign
and submit all the necessary papers, letters, forms, quotes, bids etc., negotiate, discuss, agree to
make any amendments, alterations or modifications thereto and to make representations, submit
papers, affidavits and to do any other act and complete requisite formalities on behalf of the LLP
in connection with completion of aforesaid tender work and to enter into liability against the
LLP.Resolved further that LLP/Partners authorize(s)
Mr./Ms. _____ (Name and Designation) of the LLP to execute Power of
Attorney in terms of this resolution in favour of Mr./Ms. _____ &
Mr./Ms. _____ the person(s) above named. The acts done and
documents executed by such above named authorized person(s) shall be binding on the LLP.

For the Organization,
(Seal of LLP & Signature of authorized person)
Name of authorized person: _____

Designation: _____

Place:

Dated:

Executed and Signed before me on this.....day of.....At
.....(place).

(Seal and signature of Notary Public)

Note:-

1. Stipulations in the above specimen Resolution are for guidance only. LLP firm can incorporate other stipulation /stipulations relevant with the tender and formation of JV, if required.
2. The above Annexure should be executed on the Letter Head of LLP firm. Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per resolution passed by Partners of LLP firm.

(Mandatory if exemption from Bid Security requested)

Bid Security Declaration Form

Date: _____

Tender No. **DFC-BRC-STMC-2023-24-163**

To
General Manager/Co/Vadodara
4th Floor, Block-A, SSNNL Office,
Narmada Neher Bhawan, Chhani Jakat Naka,
Vadodara - 390024

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs, or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on

_____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

**END
OF
DOCUMENT**