

E- TENDER DOCUMENT
FOR
COMPREHENSIVE MAINTENANCE FOR 02 No. DETC
08-WHEELER TOWER WAGON FOR 02 YEARS



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

CGM/PRYJ(E)/DFCCIL OFFICE
2nd Floor, OCC Building, Jhalwa, Subedarganj
Prayagraj-211011

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TOP SHEET

Tender No.DFC-PRYJE-EL-AMC-TW-T003

Date2024

Name of work: **Comprehensive Maintenance for 02 Nos. DETC type 08-wheeler Tower wagon for 02 years.**

Estimated Cost of work: **Rs. 73,16,397.00** (Seventy Three Lakh Sixteen Thousand Three Hundred Ninety Seven Rupees only).

Bid Security Deposit: **Rs. 1,46,300.00** (One Lakh Forty Six Thousand Three Hundred Rupees only)

Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit

Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.

Completion Period: Total **24 (TwentyFour)** Months from the date of issue of letter of acceptance.

Date of Opening: 19.11.2024 at 15:30 hrs

**For and on behalf of
CGM/PRYJE
DFCCIL Office**

DFCCIL TENDER FORM

Place:.....

Date:.....

Tender No.....

Name of Work

**Chief General Manager,
Dedicated Freight Corridor Corporation of India Limited,
2nd Floor, OCC Building, Jhalwal, Subedarganj Prayagraj-211011.**

1. I / Wehave read the various conditions of tender attached here to and agree to abide by the said conditions. I / We also agree to keep this tender open for your acceptance for a period of **60 days** from the date fixed for opening the same. I/We offer to do the work for **“Comprehensive Maintenance for 02 Nos. DETC type 08-wheeler Tower wagon for 02 years”** at the rates quoted in attached schedule and here by bind myself/ourselves to complete the work in all respects within **24 (Twenty-Four) months from the date of issue of letter of acceptance of the tender.**
2. I / We also hereby agree to abide by the all the DFCCIL/Indian Railway Standard General Conditions of Contract, with all correction slip up to date and to carryout the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by DFCCIL/Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slip up-to-date forthe presentcontract.
3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

(1) _____

Signature of Tenderer(s)

(2) _____

Date _____

Address of the Tenderer(s)

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

TenderNo.DFC-PRYJE-EL-AMC-TW-T003

Date:.....2024

M/s _____

NOTICE INVITING E-TENDER

Chief General Manager/PRYJE, DFCCIL, 2nd Floor, OCC Building, Jhalwa, Subedarganj, Prayagraj-211011 invites **open E - Tenders in single packet system** on prescribed forms from firms/companies meeting qualifying requirements and having requisite experience and financial capacity for the following works: -

Tender No.	DFC-PRYJE-EL-AMC-TW-T003
Name of Work	Comprehensive Maintenance for 02 No. DETC type 08-wheeler Tower wagon for 02 years
Estimated Cost of work	Rs. 73,16,397.00 (Seventy Three Lakh Sixteen Thousand Three Hundred Ninety Seven Rupees only)
Period of Contract	Total 24 (Twenty-Four) Months
Earnest Money Deposit/ Bid Security	Rs. 1,46,300.00 (One Lakh Forty Six Thousand Three Hundred Rupees only) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ shall be exempted from payment of earnest money deposit Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.
Tender Document Cost	Rs.5,900/- (Five Thousand Nine Hundred only including GST)
Date of Sale (Online)	From Date 28.10.2024.
Issue of Corrigendum, if any	On or after Date 28.10.2024 on www.ireps.gov.in)
Date and Time of Submission of tender	On or before Date 19.11.2024 and time 15:00 hrs
Date and Time of Opening of tender	Date 19.11.2024 and time 15:30 hrs

2 **ELIGIBILITY CRITERIA**

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

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

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

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

**Chief General Manager/PRYJE, DFCCIL, 2nd Floor, OCC Building, Jhalwa,
Subedarganj Prayagraj-211011**

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

- i) Bid Security Deposit
 - ii) Technical offer.
 - iii) Financial offer.
7. Tender shall be submitted as per “Instructions to Tenderers” as followed on IREPS portal.
 8. **Bid Security:**
 - (a) Subject to exemptions provided for Bid Security, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
 - (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 days) from the date of closing of the Tender. It is understood

that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to DFCCIL. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway/DFCCIL.

- (c) If his tender is accepted,
- (i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract 2022.
 - (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract 2022.

The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.
9. Any tender received without Bid Security Declaration in the form as specified in tender documents shall not be considered and shall be summarily rejected.
 10. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
 11. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of DFCCIL in this regard shall be final and binding.
 12. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No.10 of Notice Inviting Tender.
 13. The validity of the offer shall be 60 days.
 14. The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased/downloaded from website mentioned above.

We look forward for your active participation.

For and on behalf of
Chief General Manager
DFCCIL/PRYJE

1.0 ELIGIBILITY CRITERIA

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

I. Essential Qualifying Criteria

A. Firms/companies

- (i) The tenderer should have a registered office any where in India.

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

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

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

B. Technical Eligibility Criteria:

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

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:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of

quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

Following will be considered as similar work:

Similar nature of work of this tender is: - **"Manufacturer/Authorized Dealer/Maintenance/repair/Overhauling of Engine and Drives of the Tower Wagon/SPART (Self Propelled Accident Relief Train)/DEMU (Diesel Electric Multiple Unit)"**

Note- Work executed with central /State Govt./Semi-Govt. oragnisation/Authorities, PSUs, Govt. of India undertakings shall only be considered to qualify above eligibility. Certificates from the private Individuals/Organisations shall not be considered.

Spares required for overhauling/Maintenance/repairs etc should be procured from OEM or their authorized dealers only and proof of this to be submitted to railway/DFCCIL

The tenderer (s) must be an established, experienced and reputed construction firm and have regularly undertaken works of the similar type tendered for and have adequate technical knowledge and practical experience in field.

C. Financial Eligibility Criteria:

The tenderer must have minimum average annual contractual turnover of **V/N or ‘V’ whichever is less;** were

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-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

Annexure –VIB

Each Bidder or each member of a JV must fill in this form separately:

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

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)

Certified true copy of audited annual account is to be submitted as a proof along with bid documents. In case the annual accounts are not audited, the contract sum received for the required period should be duly certified by the chartered Accountant.”

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).

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

D. JVs SHALL NOT BE CONSIDERED.

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

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

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

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

IREPS. This system is already being followed by some of Railway/DFCCIL PSUs.

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

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

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

- a) The Railway/DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall when so be required by the Railway/DFCCIL, make available such information, evidence and documents as may be necessary for such verification. Any verification or lack of such verification, by the Railway/DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of the Railway/DFCCIL thereafter.
 - b) In case any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railway/DFCCILs for 5 (five) years.
 - c) With such a system of self-certification of credentials, tender finalization should also be speed up. It has accordingly been decided that the tender validity period should be reduced to 45 days for single packet and 60 days for two packet system of tendering (in place of the present limits of 90 days and 120 days) for tenderers having affidavit-based system of credential verification.
2. The tenderers shall provide satisfactory documentary evidences acceptable to Railway/DFCCIL along with the tender to show that:
 - 2.1 They have an established technically competent and adequate staff's organization to ensure that the services required under this tender can do satisfactorily.
 - 2.2 They have sufficient equipment's; plants and machinery to meet the obligations under the contract and to complete the work contract all within the stipulated time schedule and accepted by him.
 - 3 The tenderer should submit the details of similar works done in the past.
 - 4 The tenderer should submit the attested copies of the certificates obtained from the agencies wherever the works have completed successfully. These certificates should indicate the details of installation and successful commissioning of the similar type of equipment's executed by the tenderer.
 - 5 The tenderer will submit, along with offer list of work in hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award of work.

- 6 They have adequate financial resources to meet the obligations under the contract. They have also required to submit the report from recognized bank of financial institutions.

PART-I

CHAPTER-I

Instructions to Tenderer and Conditions of Tendering

1.1.1 General (for online tendering system)

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

1.1.2 Instructions

a. Online E-Bidding Methodology:

Online E- Bid System – Financial bids and technical bids shall be submitted by the bidder at the sametime in single Packet

b. Broad outline of activities from Bidders perspective:

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

For participating in this tender online, the following instructions are to be readcarefully. These instructions are supplemented with more detailed guidelinesonthe relevant screens ofthe ETS.

Note1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. Fin. offer tab brings up the Financial Offer Page Where the bidder can submit his rates against the schedule items included in the tender.

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

c. Digital Certificates

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

d. Registration

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

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

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

1.1.3 General (for tender)

1.1.3.1 Name of the Work: “ Comprehensive Maintenance for 02 Nos. DETC type 08-wheeler Tower wagon for 02 years”.

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

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

A) Employer: DFCCIL address - CGM/PRYJ(E), DFCCIL, 2nd Floor, OCC Building, Jhalwa, Subedarganj Prayagraj-211011.

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

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

1.1.3.5 Scope of Work -

Comprehensive Maintenance for 02 Nos. DETC type 08-wheeler Tower wagon for 02 years

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

1.1.3.6 Estimated cost of the work: **Rs. 73,16,397.00** (Seventy-Three Lakh Sixteen Thousand Three Hundred Ninety Seven Rupees only) including GST.

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

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

1.1.4 Cost of Bidding

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

B. The Bidding Documents

1.1.5 Content of bidding documents submitted through online mode only

1.1.5.1 The bidding documents include the following:

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

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

1.1.6 Understanding and Amendment of Tender Documents

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

1.1.6.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and

execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

1.1.6.3 At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.

1.1.6.4 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

C. Preparation of the Bids

1.1.7 Language of Bid

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

1.1.8 Signing of All Bid papers and Completing Bill of Quantities

1.1.8.1 All the pages of the tender documents and credentials submitted by tenderer shall be digitally signed by the tenderer or his representative holding the Power of Attorney.

1.1.8.2 The tenderer must fill and submit the prices as per instructions given in schedule of rates. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. If a tenderer does not quote a price/rate as per instructions, his tender shall be summarily rejected.

1.1.8.3 The tenderer must ensure that tender documents shall be submitted on line through class3 Digital Signature only. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID and password in www.ireps.gov.in through IREPS portal.

1.1.9 Deviations

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

1.1.10 Bid Security Deposit (Tender Security):

a) The tender must be accompanied by Bid Security of **Rs. 1,46,300.00** (One Lakh Forty Six Thousand Three Hundred Rupees only) in favor of "DFCCIL" payable as mentioned in IREPS portal.

b) The Bid Security shall remain deposited with the DFCCIL for the period of validity of the

offer prescribed in this tender i.e. 60 days from the date of opening of tender. If the validity of the offer is extended, the validity of Bid Security should also be extended failing which the offer after the expiry of the aforesaid period may not be considered by the DFCCIL.

- c) Only online payment will be applicable.
- d) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions, thereof in a manner not acceptable to the Employer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.
- e) The Bid Security of the unsuccessful tenderer(s) will be returned to the unsuccessful tenderer(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Bid Security while in their possession nor be liable to pay interest thereon.

NOTE: No interest shall be paid by DFCCIL on Bid Security amount.

1.1.11 Period of validity of the tender:

- 1.1.11.1 The tender shall remain valid for the period 60 days after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, shall be liable to be rejected.
- 1.1.11.2 Notwithstanding the above clause, Employer may solicit the tenderer's consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

Submission of Bids

1.1.12 Deadline for submission of tender

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

1.1.13 Withdrawal of tender

No tender can be withdrawn after scheduled date and time of submission and during tender validity period.

- 1.1.13.1 Submission of a tender by a tenderer implies that he had read all the tender

documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

1.1.14 Submission of tender/bid:-

1.1.14.1 The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned -

- a) Forwarding letter of the tenderer.
- b) Documents to be submitted as per required documents
- c) Scanned copy of tender document fees.
- d) The Bill of Quantities with prices quoted as mentioned.

1.1.14.2 Tender document fees shall be deposited in DFCCIL account and proof of transaction along with transaction ID to be scanned and uploaded along with Tender document.

1.1.15 Bid opening and Evaluation

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

The sequence of opening shall be:

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

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

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

1.1.16 Clarification of the tenders

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

1.1.17 Preliminary examination of bids

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

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

1.1.17.3 Prior to the detailed evaluation, Employer shall determine whether each bid is of

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

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

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

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

1.1.18 Evaluation and comparison of tenders

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

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

1.1.19 Canvassing

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

1.1.20 Right to accept any tender or reject all tenders

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

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

1.1.22 Award of Contract

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

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

1.1.23 Helpdesk for E-Tendering

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

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

1. List of Contact persons for this tender and account details of DFCCIL

DFCCIL Contact- 1	Sh. Manish Gupta
Telephone/Mobile No.	9717636952
E-mail ID	mgupta@dfcc.co.in

DFCCIL Contact- 2	Sh. Mahesh Chauhan
Telephone/Mobile No.	9897677477
E-mail ID	mchauhan@dfcc.co.in

Name	DFCCIL
Bank account number	302701010652600
IFSC code	UBIN0546836
Bank Name	Union Bank of India
Bank Branch	Moti Bagh Branch New Delhi, 110066

PART- I CHAPTER-II

SPECIAL CONDITIONS OF CONTRACT

1.2.1 INTRODUCTION

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

CGM/PRYJ(E) unit has jurisdiction from New Karchana-New DDU with its offic at PRYJ.

1.2.2 Definitions

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

- i) "Railway/DFCCIL" shall mean the President of the Republic of India or the Administrative Officers of the DFCCIL/Railway/DFCCIL or of the successor. DFCCIL authorized or any other officer of DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.
- ii) "CHIEF GENERAL MANAGER" shall mean the officer in administrative in-charge of the project in charge of CP-204 section New Karchana-New DDU with its CGM/PRYJ(E) unit) and shall mean and include their successors, of the successor DFCCIL.
- iii) "General Manager/DEPUTY CHIEF PROJECT MANAGER" shall mean the officer in charge of lot wise or department /S&T/Electrical/Finance wise (Engineering department) of the DFCCIL include their successors of and shall mean and the successor DFCCIL.
- iv) PROJECT MANAGER/DEPUTY PROJECT MANAGER/ASSISTANT PROJECT MANAGER shall mean the officer department wise (Engineering /S&T/Electrical/ Finance Department) of the DFCCIL and shall mean and include their successors of the success of DFCCIL.
- v) "TENDER or BID" means the offer (Technical and/orFinancial) made by individual, firm, Company, corporation, or Consortium for the execution of the works.
- vi) "TENDERER" shall mean the person/the firm or company whether incorporated or not who tenders for the work with a view to execute the works oncontract with DFCCIL and shall include their personal representatives, successors and permitted assigns.
- vii) "WORKS" shall mean the works contemplated in scope and schedules set forth in the tender forms and required to be executed according to terms and condition mentioned.

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

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

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

1.2.3.2 The location of work is located in the state of UttarPradesh.

1.2.3.3 SCOPE OF WORK: -

Comprehensive Maintenance for 02 No. DETC. type 08-wheeler Tower wagon for 02 years.

1.2.4.1 The brief scope of work covers "Comprehensive Maintenance for 02 Nos. DETC type 08-wheeler Tower wagon for 02 years".

Tenderers shall note that the proposed contract is a works contract for "Maintenance for

2Nos. DETC type 8-wheeler Tower car Transmission, Engines, Axle drive, Lifting & Swiveling Platform, Alternator, Generator & Control system including Complete Electrical circuits for 2years”. Before submitting offer, Tenderers are requested to go through the schedule of rates & quantities & scope of work and General Conditions for Works as made applicable for this contract duly assessing the work involved. The Maintenance for 2 No. DETC type8-wheeler Tower Car are to be as per explanatory notes (scope of work) for the schedule items

1.2.4.2 Place of work- In the jurisdiction of DFCCIL, PRYJ(E) New Karchana-New DDU section under CGM PRYJ(E). The work shall be executed under supervision of authorized representative of CGM/PRYJ(E), GM/EL/PRYJ(E) or PM/EL/PRYJ(E). If required by DFCCIL any other station/Site may be included under Schedule of work and no additional charges shall be given for this.

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

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

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

1.2.5 LOCAL CONDITIONS:

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

1.2.5.2 The intending tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender papers are adequate and all inclusive, forth completion of works to the entire satisfaction of the DFCCILs.

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

1.2.5.4 The intending tenderer is advised to study the tender papers carefully, any submission of a bid by the tenderers shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his offer. Failure to adhere to anyone of these instructions may render his offer liable to be ignored without any references.

1.2.6 INTEGRATION WITH EXISTING WORKS:

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

1.2.7 ELECTRIC SUPPLY:

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

1.2.8 SCHEME OF WORK AND PROGRESS REPORT:

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

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

1.2.9 INDIRECT TAXATION

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

1.2.10 FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion,

remedy of the purchaser.

1.2.14.2 LOSS SUSTAINED DUE TO DEFAULT AND DELAY:

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

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

1.2.15 CONTRACTOR'S RESPONSIBILITY FOR DISCREPANCY:

- a) All designs and drawings submitted by the contractor shall be based on thorough study and shall be such that the contractor is satisfied about their suitability. The purchaser's approval will be based on these considerations. Notwithstanding approval communicated by the purchaser, during the progress of the contract for designs and drawings, proto type samples of material after inspection of materials after erection and adjustments to installations the ultimate responsibility for correct designs and execution of work shall rest with the contractor.
- b) The contractor shall be responsible for and bear and pay the costs for any alteration of works arising from any discrepancy's errors or omissions in the design and drawings supplied by him, whether such designs and drawings have been approved by the purchaser or not.

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

- 1.2.16.1 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.
- 1.2.16.2 The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or laborer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 1.2.16.3 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forth with on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway/DFCCIL to rescind the contract under Clause 62 of these conditions.

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

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

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

1.2.18 WORKS BY OTHER AGENCIES:

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

1.2.19 ACCESS TO WORKSITE:

- a) The purchaser shall afford access to the site for the purpose of this contract to the contractor at all reasonable times. In the execution of the work, no person other than the contractor or his only appointed representatives or approved sub-contractor and bona-fide workman shall have access to site. Access to the site of work at all times shall be allowed by contractor to officials or approved representative of the purchaser or to DFCCIL staff for purpose of maintenance.
- b) The purchaser or his authorized representative shall have the right to refuse admission to the work site to any Person employed by the contractor to whom the purchaser or his engineer may consider undesirable.
- c) The engineer or his representative shall be at liberty to object to the presence of any representative or other person employed by the contractor in or about the works on the ground of misconduct, incompetence or negligence, the contractor on receipt of notices of such objection in writing, shall forthwith remove the person so objected to and provide in his place another competent person and shall not allow such person to enter the site of work subsequently. The purchaser will not be able to pay any cost or damage on this account.

1.2.20 PENALTY FOR DELAY IN COMPLETION:

- a) If the contractor fails to execute and complete the work within time specified in the agreement or within the period of extension granted except in so far that the delay is on the purchaser's account; the contractor shall accept reduction in the total amount payable to him by the purchaser at the rate of ½% (half percent) per week of the contract value for the actual delay

occurred and until the work shall have been completed under the contract and such reduction shall be accepted by the purchaser in full satisfaction of the contractor's liability arising from delay only. The Engineer shall at his sole discretion, specify a time limit within which the unfinished portion of the work shall be completed. In the event of failure of the contractor, the purchaser shall have liberty to take action in accordance with provision in General Conditions of Contract 2022 of Indian Railway, alongwith latest correction slips and amendments.

- b) Extension of time-if aforesaid shall have arisen from any cause which the purchaser may admit as being a responsible ground for extension of time the purchaser shall allow such additional time as he may in his absolute discretion consider to be reasonably justified by the circumstances of the case.
- c) The contractor in the presence of the purchaser or his representative shall carry out tests as required under the specification as soon as possible after commissioning. The contractor at his own expense shall carry out any other additional test that the purchaser may prescribe for testing the satisfactory operation of the plants. Necessary electrical power required in C/W the test will be supplied free of any charges by the purchaser. The contractor shall submit six copies of the results to the purchaser for acceptance. The contractor shall also submit 3 copies of the manufacturer's test certificates for equipment's such as motor, cable etc
- d) Should the result of the test not be satisfactory, an extension of one month will be granted to the contractor to make good the defects and or any deficiencies pointed out by the purchaser a fresh test will then be carried out after the contractor has attended to the defects and deficiencies. If these do not yield satisfactory results, the purchaser may proceed at the contractor's expense, by all means as deemed expedient to have installation made satisfactory until they comply with the specification, approved drawings and designs.
- e) In such a case or in a case of delay in completion of the work under this contract within the time limit, the purchaser reserves the right to get the work completed by contractor as per provisions of contract. The purchaser will give to the contractor for this purpose 7 days previous notice. The contractor shall then take at his own expense all necessary steps to complete the works in accordance with the provision of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests, for reason other than for which the contractor is responsible, the "Provisional Acceptance Certificate" shall be issued at or within a mutually agreed reasonable period not exceeding 6 months after completion of the work.
- f) Imposition of token penalty for delay in the completion of work-Competent authority while granting extension to the currency of contract under clause 17(B) of GCC may also consider levy of token penalty as deemed fit based on the merit of the case.

1.2.21 FINAL ACCEPTANCE:

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

1.2.22 MATERIAL- All materials, components and fittings etc. to be supplied by the contractor shall be procured from reputed suppliers/vendors/manufacturers/OEM/OEM authorized dealer. Inspection of material to be done by RITES/Third Party inspection agency or authorized representative of CGM/PRYJ(E) in OEM premises before dispatch. For low value item “**on site inspection**” will be done by authorized representative of CGM/PRYJ(E). Firm will provide necessary document for the inspection.

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

1.2.24 TIME SCHEDULE: -

1.2.24.1 The entire work is required to be completed in all respects within 24 (Twenty-Four) months from the date of issue of acceptance letter/telegram. Time is the essence of contract. The contractor will be required to maintain steady and regular progress to the satisfaction of the engineer to ensure that the work will be completed in all respects within the stipulated time failing which action may be taken by the DFCCIL administration in terms of General Conditions of Contract 2022 of Indian Railway, along with latest correction slips and amendments.

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

1.2.25 RATES:-

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

1.2.25.2 All statutory taxes and liabilities levied/may be levied in future by the Central and State Government or any other governing authority/agency from time to time

shall be borne by the contractor and the rate shall be inclusive of all such liabilities for this tender.

1.2.25.3 The Work Provider will, for the purpose, aforesaid continuously monitor the Works being rendered by it to ensure that these are up to the standards required by DFCCIL.

1.2.25.4 The Work Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/or arising out of the failure of the Work Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.

1.2.26 **QUANTITY VARIATION:**

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

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

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

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

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

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

(a) Operation of an item by more than 125% of the agreement quantity needs the approval competent authority;

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

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

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

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

Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of Finance /DFCCIL and approval of competent authority.

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

(a) The contract signing authority can decrease the items upto 25% of individual item with out finance concurrence.

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

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

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

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

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

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

1.2.27 TERMINATION OF CONTRACT: -

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

1.2.28 ORDER OF PRIORITY OF CONTRACT DOCUMENTS: -

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

- i) The Contract Agreement.
- ii) Letter of Acceptance.
- iii) Tender Form
- iv) General Information
- v) Notice Inviting Tender (with Annexes)
- vi) Instructions to Tenderers
- vii) Special Conditions of Contract

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

1.2.29 JURISDICTION OF COURTS: -

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

- 1.2.30 In case of any deviation in downloaded copy of the tender documents, the Master Copy kept in the office of Chief General Manager/PRYJ(E)/ DFCCIL, will prevail and the interpretation of CGM/ PRYJ(E) will prevail.

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

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

- 1.2.33 Security Deposit:** The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the DFCCIL/Railways as part of security for the due and faithful fulfillment 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.

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.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus DLP plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

Note: 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.

(i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract **and**
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Contractor **and**
- (c) Maintenance Certificate issued, on expiry of the maintenance period, in case applicable.

(2) (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) (GCC) of these conditions, the Security Deposit already with DFCCIL/Railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) (GCC) of these conditions, the Security Deposit shall not be forfeited.

(3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) (GCC) of this clause will be payable with interest accrued there

1.2.34 PERFORMANCE BANK GAURENTEE:

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a (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) 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), i.e. from 22nd day after the date of issue of LOA. In case, the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting Earnest Money Deposit and other dues, if any payable against that contract. In case a tenderer has not submitted Bid Security on the strength of their regertraton 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.
- (b) The failed Contractor shall be debarred from participating in re-tender for that work.
- (c) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
 - (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or

- of any of the Nationalized Banks;
- (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - (vi) Deposit in the Post Office Saving Bank;
 - (vii) Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds and
 - (xi) Unit Trust Certificate sat 5% below market value or at the face value whichever is less. Also, FDR in favor of CGM/PRYJ(E)/DFCCIL (free from any encumbrance) may be accepted.
- (d) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus DLP plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (e) The value of PG to be submitted by the Contractor shall based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (f) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (g) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- (h) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay DFCCIL any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the

disposal of the DFCCIL.

- (i) Performance Bank Guarantee may also be verified from SFMS system.

1.2.35 INSURANCE:

Before commencing of works, it shall be obligatory for the contractor to obtain, at his own cost, insurance cover (CAR policy) in the joint name of the contractor and employer from reputed companies under the following requirements:

- (a) Liability for death of or injury to any person/ employer's staff / animals or things or loss of or damage to any property / things / the work of other contractor (other than the work) arising out of the performance of the Contract.
- (b) Construction Plant, Machinery and equipment brought to site by the Contractor.
- (c) Any other insurance cover as may be required by the law of the land.

The contractor shall provide evidence to the employer / Engineer before commencement of work at site that the insurances required under the contract have been effected and shall within 60 days of the commencement date, provide the insurance policies to the Employer/Engineer, the contractor shall, whenever, called upon, produce to the engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force.

The Contractor shall also obtain any additional insurance cover as per the requirements of the Contract.

The Employer/Engineer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or his sub-contractor or petty contractor / other contractor working there. The Contractor shall indemnify and keep indemnified the employer / Engineer against all such damages and compensation for which the contractor is liable.

The Policies of the contractor shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period except for any specific insurance covers necessary for shorter period.

If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the engineer in the insurance policies mentioned above, then in such cases, the engineer may effect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the premium/premiums paid by the engineer in this regard from the payment due to the Contractor or from the contractor's Performance security. However, the Contractor shall not be absolved from his responsibility and /or liability in this regard.

1.2.36 DEFECT LIABILITY PERIOD:

This work being a repair and maintenance contract, defect liability period is 6 months for this contract.

PART –I

CHAPTER-III

PRICES AND PAYMENT

1.3.1 SCOPE

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

1.3.2 SCHEDULE OF PRICES

(A) PRICES

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

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

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

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

(C) EXPLANATORY NOTES

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

1.3.3 NON-SCHEDULE & ADDITIONAL SUPPLIES:

1.3.3.1 NON-SCHEDULE ITEMS:

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

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

1.3.3.2 PRICE OF ADDITIONAL SUPPLIES:

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

1.3.4 PAYMENTS AND RECOVERIES:

- a) No advance payment shall be made to the contractor. However, on account payment will be made against receipt of materials at site and also progressive payments will be made for each item of work during the erection stage.
- b) Subject to any deductions or recoveries which the purchaser be entitled to make under the Contract, the contractor shall unless otherwise agreed to been titled to get the following payments subject to conditions stipulated insubsequent paragraphs.
 - i)Progress payments for supply and erection
 - iii) Payments for additional supplies
 - iv) Payment for provisional acceptance
 - v) Payment for surplus materials taken over
 - Payment for T&P and Maintenance Spares.
 - vi)Final settlement.

1.3.5 INVOICING PROCEDURE:

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

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

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

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

1.3.6 TERMS OF PAYMENT

A.Payment

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

W T/car and due certification of installation and testing of all material by DFCCIL's representative.

- c) Balance 10% payments shall be released after successful completion of work and certification by DFCCIL's representative.

1.3.7 Payment for additional supplies:

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

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

1.3.9 TAXES:

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

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

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

(d) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

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

1.3.10 RELEASE OF PERFORMANCE GUARANTEE:

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

1.3.11 RELEASE OF SECURITY DEPOSIT:

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

- (a) Final Payment of the Contract as per relevant GCC clause and
(b) Signature of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Contractor and
(c) Issue of Maintenance Certificate on expiry of the maintenance period as per relevant GCC clause.

Forfeiture of Security Deposit:

Whenever the contract is rescinded as a whole under relevant GCC clause, the Security Deposit already with Railways/DFCCIL under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under relevant GCC clause, the

Security Deposit shall not be forfeited.

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

1.3.12 RATES FOR ITEMS OF WORKS:

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

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

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

PRICE VARIATION CLAUSE in Works Contracts is dealt within accordance with provisions of **GCC July 2022 with latest amendments & correction slips.**

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

1.3.13 Maintenance of Works: The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above

period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway/DFCCIL or other persons legally entitled there to when ever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

1.3.14.1 Certificate of Completion of Works: As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways/DFCCIL against the contract concerned.

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

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

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

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

1.3.15.1 Maintenance Certificate: The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given

by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period is completed.

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

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

1.3.15.3 Unfulfilled Obligations: Notwithstanding the issue of the Maintenance Certificate the Contractor and the Railway/DFCCIL shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties there to.

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

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

1.3.17 PRODUCTION OF VOUCHERS ETC BY THE CONTRACTOR:

(i) For a contract of more than one crore of rupees, the Contractor shall,when ever required, produce or cause to be produced for examination by the Engineer any quotation ,invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper

of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract relevant for verifying or as certaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc, if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.

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

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

1.3.18 LABOUR:

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

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

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

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

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

1.3.18.3 Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in

the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed here under or other wise for the purpose of the Engineer, such labour shall never the less be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be money spayable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or forcosts of expenses in connection with any claim there to and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

- (1) Provisions of Contract Labour (Regulation and Abolition) Act, 1970: The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also in demnify the Railway from and against any claims under the aforesaid Act and the Rules.**
- (2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.
- (3) The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall not with standing the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors inconNECTION with the said work,as if the labour had been immediately employed by him.
- (4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- (5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part there of from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Electrical Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

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

The Contractor shall comply with the provisions of Para 30&36-B of the Employees Provident Fund Scheme, 1952; Para 3&4 of Employees' Pension Scheme, 1995; and Para7& 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

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

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

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

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

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

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

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

1.3.19 DETERMINATION OF CONTRACT:

1.3.19.1 Right of Railway/DFCCIL to Determine the Contract: The Railway/DFCCIL shall be entitled to determine and terminate the contract at any time, should in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof.

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

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

1.3.19.4 Determination of Contract owing to Default of Contractor:

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or

- (v) Assign the contractor any part there of otherwise than as provided in Clause7 of these Conditions, or
- (vi) Abandon the contract,or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract,or
- (viii) Fail to adhere to the agreed program of work by a margin of 10% of the stipulated period, or
- (ix) Fail to execute the contract documents.
- (x) Fails to submit the documents pertaining to identity of JV and PAN. Form available in the Regulations for Tenders and Contracts.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected.
- (xii) Fail to take steps to employ competent or additional staff and labour as required.
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part there of as required.
- (xiv) Promise,offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway/DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) (A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired Engineer of the gazette rank or anyother retired gazette officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways/DFCCIL for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a direct or or to take employment under the contract as the case may be, or
- (xvi) (B) Fail to give at the time of submitting the said tender:
 - (a) The correct information as to the date of retirement of such retired Engineer or retired officer from the said service, or as to whether any such retired Engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender,or
 - (b) The correct information as to such Engineers or officers obtaining permission to take employment under the Contractor, or
 - (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired Engineer or a retired officer, or
 - (d) Being in in corporate company, correct information as to whether any of its directors was such a retired Engineer or a retired officer, or
 - (e) Being such a retired Engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired Engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the Contractor be a partnership firm or an in corporate company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor.

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

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

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

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

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

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

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

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

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

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

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

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

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

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

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

PART – I

CHAPTER-IV

SCOPE OF WORK & EXPLANATORY NOTES

1.4.1 Scope of Work:

The scope of work covers “Maintenance for 2 Nos. DETC type 8 wheeler Tower car Cummins Engines, Transmission, Axle drive, Lifting & Swiveling Platform, Alternator, Generator & Control system including Complete Electrical circuits etc.for 2years”.

The maintenance of DETC type 8 wheeler Tower car Cummins Engines, Transmission, Axle drive, Lifting & Swiveling Platform, Alternator, Generator & Control system including Complete Electrical circuits etc. will be done by their OEM/OEM Authorised dealer only. The requisite/required materials for work will be arranged by the contractor. The details of which are given in explanatory notes to the schedules and special conditions. The work to be taken up in the PRYJ(E) Unit as per the explanatory notes for price schedules.

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

ii)Submission of OEM/OEM’s Authorisation certificate is required at the time of execution of work

1.4.2 Explanatory Notes:

Not with standing anything to the contrary in this section, the contractor will supply the entire requirement of the equipment components and fittings for the work.

Schedule A

Item-1 :	Service Visit per day for maintenance visits (other than D-check) of Diesel Engines. (For all engine model) (Mandatory)
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The price shall cover following activities to be carried out during AMC:-

(A) Activities during B check of Engine:

(B Check maintenance will be carried out at 300 hours of run or 6 months which ever is earlier.)

Scope of B check will be as per manufacturer’s standard recommended practice.Activities to be carried out in B Check includes the following.

(i) Airsystem

- (a) Check condition of element for chocking/ torn sealing.
- (b) Check condition of Pre-Cleaner.
- (c) Check and change Air cleaner element if required.
- (d) Check condition of air hose.
- (e) Check and clean breather.
- (f) Inspect exhaust line and rectify leakage, if any.

(ii) Fuelsystem

- (a) Drain sediment from fuel tank.
- (b) Change fuel filter.
- (c) Check hose condition: fuel supply & drain line.

(d) Inspect fuel system.

(iii) Lubricatingsystem

- (a) Change lube oil filters.
- (b) Change lube oil
- (c) Changes upper by pass filters.
- (d) CheckLubeOilPressure(LOP)Gauge
- (e) Check Lube Oil Temperature (LOT) Gauge if applicable.
- (f) Check the filter for any metal particles due to wear and tear of any part inside engine.
- (g) Change Governor Oil if applicable.

(iv) Coolingsystem

- (a) Check coolant pH value.
- (b) Check coolant concentration,
- (c) Check and ensure proper Cleaningof Breather.
- (d) Check the condition of Coolant Temp.Gauge
- (e) Check Radiator inlet &outlet coolant temperature difference.

(B) Activities during C check of Engine

C Check maintenance will be carried out at 1500 hours or 1 Year whichever is earlier.
Scope of C check will be as per manufacturer's standard recommended practice. Activities to be carried out in C Check includes the following in addition to the activities covered under B-Check.

- i. Replacement of air filter (inner & outer).
- ii. Carry out tappet setting and replace tappet cover gasket.
- iii. Check condition of accessories drive, Turbo charger and crankshaft end play.
- iv. Take blow by on full load as per manufacturer's guidelines.

Item-2 :	B- Check Mandatory Material of Engine NTA/NT855R
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Supply of Mandatory Material for B check of required type of Engine Model.

Item-3 :	C-Check Mandatory Material of Engine NTA/NT855R
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Supply of Mandatory Material for B check of required type of Engine Model with Gasket, Rocker level cover, required element Air cleaner.

Item-4 :	D-Check Mandatory Material of Engine NTA/NT855R
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Supply of Mandatory Material for D check of required type of Engine Model as per mentioned list.

Item-5 :	D-check Labour (for all engine models) (Mandatory)
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Activities during D check of Engine

(D Check maintenance will be carried out at 6000 hours or 2 Years whichever is earlier.)

Scope of D check will be as per manufacturer’s standard recommended practice. Activities to be carried out in D Check includes the following in addition to the activities covered under C-Check.

- i. Reconditioning of PT Fuel Pump
- ii. Reconditioning of Recon Injectors
- iii. Reconditioning of Recon Turbo chargers
- iv. Reconditioning of Recon Water Pump
- v. Reconditioning of Recon Cylinder head (on condition basis)
- vi. Descaling of cooling system and Change of coolant
- vii. Replacement of Tappet Cover Gaskets etc. and all other items as per D Check Maintenance Schedule
- viii. Replacement of hoses and belts as required on condition basis.

Item-6 :	Flushing of cooling system with the Radiwash & recharging of cooling system with Premix Coolant (all engine models).(Mandatory)
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The price shall cover for Flushing of Cooling System with the Radiwash & recharging of Cooling system with Premix Coolant - (all engine models)

Item-7:	Supply of set of belts for air compressor, water pump and battery charging alternator NTA/NT 855R (Mandatory)
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The price shall cover for Supply of set of belts for air compressor, water pump and battery charging alternator NTA/NT 855R or as required.

Schedule B

Item-8:	Service visit per day for monthly maintenance and other scheduled visits for all other components of equipment other than main diesel engine.(Mandatory)
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The price shall cover for following activities to be carried out during AMC period.

(i) Transmission(DETC)

- (a) Transmission oil level checking & topping up if required.
- (b) Attend Minor leakages of oil & air (if Any).
- (c) Check Actuating Cylinder for proper functioning.
- (d) No load Trial of Transmission and check parameters
- (e) Replacement of oil and filters of Transmission if due for replacement.
- (f) Check & replace damaged hoses if any.
- (g) Cleaning of strainer/filter.
- (h) Cleaning of Breather baffles
- (i) Check & adjust of Hydraulic Transmission safety controls.

- (j) Hydraulic Transmission Magnetic plug inspection for bearing & metal particles appearances.

- (ii) Axle Drive(DETC)
 - (a) Check Axle drive oil level & topping up if require.
 - (b) Attend Minor leakages of oil & air (if Any).
 - (c) Cleaning of Breather baffles
 - (d) Check functioning of plunger pump.
 - (e) Check torque reaction rod fortightness.

- (iii) Electrical System: Coach Charger, Rectifier Assembly (DETC), Electrical Control Panel, Cab1 & Cab2 Dashboard
 - (a) Inspection of Driver Desktop for proper functioning of all types of gauges, indications, alarms etc.
 - (b) Visual inspection of dropper resistance, load control module, excitation module.
 - (c) Visual inspection of rectifier assembly, fuses.
 - (d) Inspection & verification of functioning of coach & engine battery charger
 - (e) Check operator log book.
 - (f) Inspection & adjustment of oil safety control, water safety control, fuel solenoid, valve.
 - (g) Inspection of all wiring lugs fortightness.
 - (h) Visual inspection of control cables & power cables.

- (iv)HydraulicSystem (DETC)
 - (a) Check of Hydraulic Tank oil Level & topping of if required.
 - (b) Check Hydraulic hoses & joints for leakages and attend Minor leakages.
 - (c) External cleaning of Hydraulic oil cooler by pressurized air.
 - (d) Cleaning of Hydraulic systemstrainer /filter.
 - (e) Check & replace of crack & damage all type of hoses.
 - (f) Check Hydraulic Pump, Hydraulic Motor for proper functioning.

- (v) Electro Pneumatic System (DETC).
 - (a) DrainWater from Air reservoir.
 - (b) Checking & adjustment of NRValve.
 - (c) Inspection & adjustment of Air safety valve.
 - (d) Inspection & adjustment of Air pressure switches
 - (e) External cleaning by pressurized air of air cooler.
 - (f) Inspection & replacement of all cracked & damage all type of hoses with taflone washers.
 - (g) Inspection & adjustment of Air pressure regulator gauge.
 - (h) Inspection & adjustment solenoid valve, Pressure switches, Magnetic Coil.

- (vi) Servicing & Inspection of Batteries (All).
- (a) Visual Inspection of Batteries for Cracks, Bulge and Leakages of electrolyte.
 - (b) Top Up of distill water as per requirement.
 - (c) Check and clean sulfation as per required.
 - (d) Check lugs and terminals for proper tightness.
 - (e) Check Specific gravity with the help of Hydrometer.

Item-9:	Supply of Electrical & Pneumatic spares (As per List of electrical & pneumatic spares) (DETC) (Mandatory)
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The price shall cover for supply of Electrical & Pneumatic spares/compulsary as mentioned in the List of electrical & pneumatic spares.

Item-10:	Supply of Hydraulic Hoses (DETC) (Mandatory)
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The price shall cover for supply of mandatory Hydraulic Hoses as mentioned in the list.

Item-11:	Supply of Pneumatic Hoses (DETC) (Mandatory)
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The price shall cover for supply of mandatory Pneumatic Hoses as mentioned in the list.

Item-12:	Minor maintenance and detailed inspection of electro-pneumatic control system for shift mechanism, solenoids, valves, cylinders and control equipment (excluding materials) .(Mandatory)
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Price shall cover for following activities.

- (a) Inspect & Adjustment of Reverse/Forward switch.
- (b) Check electrical connection tightness.
- (c) Inspect & Adjustment of Speed range selector switch.
- (d) Check and Adjust Solenoid valves and pressure switch as per requirement.
- (e) Check and Adjust Pneumatic connections of Solenoid valves and pressure switch as per requirement.
- (f) Check and Adjust Pneumatic cylinder (Reverse and speed range) proper functioning.
- (g) Check all Pneumatic hoses for proper flow & restriction.

Item-13:	Minor maintenance and detail inspection of relays and contractors of all tower wagon (Excluding speedometer recorder) (Mandatory)
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The price shall cover for Minor Maintenance and detail inspection of electrical control wiring System of engine control with control panel accessories repairs, including relays and contactors of all tower wagon.(Excluding speedometer recorder) (DETC)

Item-14:	Servicing & Repairing of Hydraulic system including cleaning of Hydraulic tank, Servicing of hydraulic Oil cooler and fan drive motors, Limit switch, Hydraulic tank oil low level indicator (LHOL) (DETC).(Mandatory)
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Price shall cover for following activities.

- (a) Repetition of inspection as per Monthly checks.

- (b) Complete cleaning of Hydraulic system & strainer for dirt accumulation with through water service
- (c) Health check of fan drive motors by inspection by removing end covers of motors to establish actual health.
- (d) Replacement of faulty hoses, electrical spares, seals, gaskets.
- (e) Trial & confirmation of proper working.

Item-15:	Transportation Charges (4times Per Year/Quarterly)
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Price shall cover for Transportation Charges (4 times Per Year per Tower Wagon)

Annexure-1

B Check NTA/NT-855R(M/sCummins)

(Periodicity: After 300 working Hrs or 6 Months whichever is earlier)

The following items are to be checked and done.

S.No.	Items	Observations	Remark
1	Replace engine oil.		
2	Replace engine fuel-flow filter.		
3	Replace lubricating oil full flow filter element by New one.		
4	Remove, clean and inspect dry type air cleaner element. remove and clean dustpan. Inspect element for holes and tears.Check Gaskets and‘O’ rings for damage.		
5	Replace marine gear oil.		
6	Replace lubricating oil bypass filter element and gasket.		
7	Record oil pressure, Oil temperature, water temperature and RPM of engine at idle and full RPM.		
8	Clean float tank and main fuel tank breather.		
9	Check coolant inhibitor, if required add requisite quantity of coolant concentration		
10	Change fuel filter element, washer and O ring. Clean shell of fuel filter.		
11	Check oil in an eroid control, if equipped.		
12	Check and tightened foundation bolts and flexible coupling bolts of engine and alternator.		
13	Check all air cleaner connections for cracks chafings etc. tighten all air intake connections.		

14	Lubricate the ball joints of hydraulic system.		
15	Clean air compress or breather element.		
16	Check throttle linkage		

Annexure-2

C Check NTA/NT-855R (M/s Cummins)

(Periodicity: After 1500 working Hrs or 1 year whichever is earlier)

The following items are to be checked and done, **in addition to B check schedules.**

S.No.	Items	Observations	Remark
1	Check thermostat operation within limits.		
2	Check mounting bolts and bearing and play of fan		
3	Change air cleaner element. (inner/outer) clean the hub and drive.		
4	Check impeller water pump for play. Correct if necessary.		
5	Clean fuel tank from inside,		
6	Tightened turbo charger, mounting nuts to the specified torque.		
7	Remove complete assembly of oil bath, air cleaner and clean inclusive of fixed screens.		
8	Clean and tighten all electrical connections.		
9	Check turbo charger for oil leakages. Attend if required.		
10	Check and clean commutator and carbon brushes of generator		
11	Tightened all mounting bolts and nuts of engine.		
12	Check engine blow by, if reading in excess of recommended limits action must be taken with the help of trouble shooting chart.		
13	Clean radiator/air cooler by reverse flushing operation.		
14	Check shaft of air compressor and its clearance.		
15	Clean fuel inlet connection screens. Adjust injectors and walls as per OEM. manual.		

16	Change gasket of rocker cover with gasket sealent.		
17	Change hydraulic governor oil/aneroid oil.		

Annexure-3

D Check NTA/NT-855R(M/sCummins)

(Periodicity: After 6000 working Hrs or 2 year whichever is earlier)

The following items are to be checked and done, **in addition to “B” and “C” check schedules:**

S.No.	Items	Observations	Remark
1	Clean Injectors inlet screens.		
2	Replace Fuel Pump Filter Screen and Magnet		
3	Repairing of water pump, PT pumps, air compressor, turbocharger, cylinder heads & accessory drive.		
4	Replace aneroid bellows and calibrate.		
5	Flush the cooling system flush and fill up with premix fleet guard complete EG 50:50.		
6	Check and tighten exhaust inlet manifold nuts and caps, screws		
7	Clean turbocharger diffuser and impeller and check and float		
8	Inspect radial bearing clearance.		
9	Check crank shaft end float		
10	Replacement of all sensors and safety switches.		
11	Check safety control system.		
12	Replace coolant.		
13	Callibrate Fuel Pump, PT pump & injectors.		

Annexure-4

B Check for Transmission system & final axle drive

(Periodicity: 6 Monthly)

The following items are to be checked, and items to be replaced on condition basis.

S.No.	Items	Observations	Remark
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1	Replace transmission filter element & oil.		
2	Clean breather element of transmission & Final axle drive.		
3	Clean strainer of transmission final axle drive.		
4	Clean transmission oil cooler.		
5	Clean complete transmission & final axle drive externally.		
6	Check for manual working of gear & direction selection in transmission.		
7	Check transmission is properly mounted.		
8	Replace Repair kit of F/R cylinder & L/H gear cylinder & clutch cut and valve.		
9	Replace Grease of Cardan Shaft.		
10	Check lubrication parts for proper lubrication on transmission & final axle drive.		
11	Check torque arm for any gap in proper fitting & condition of spring disc assembly.		
12	Check for any noise from axle drive.		
13	Tighten all nut bolts of axle drive		
14	Check tightness and locking of fasteners.		
15	Check spring disc torque arm checked physically if found damage replace it.		
16	Spherical joints and bushes to be checked for wear.		
17	Irclips and splits pins if failed replaced it.		
18	Grease the points of propeller shaft.		

Annexure-5

C Check for Transmission system & final axle drive

(Periodicity: yearly)

The following items are to be checked, **in addition to B check schedules** and items to be replaced on condition basis.

S.No.	Items	Observations	Remark
1	Replace all items as stated in B check schedule.		
2	Replace all hydraulic hoses. Right from compressor to Transmission via solenoids.		

3	On condition basis Replace clutch cut off valve, pneumatic cylinder, F/R cylinder & range cylinder.		
4	On condition basis Replace transmission temperature and Pressure switches.		
5	On condition basis Replace all solenoids.		
6	Replace all PU pipes & hoses.		
7	On condition basis Replace pressure controller, pressure transmitter, tempcontroller, temptransmitter.		
8	On condition basis Replace pressure & temperature gauges of transmission.		
9	On condition basis Replace copper bundy with their adopter in axle drive used for lubrication & Breather, Strainer of axle drive.		
10	On condition basis Replace Coil side 22 mm pilot ϕ 8 2W 24 DC, Connector 22 LED VDR 24,FRSY1/420012RMSA With pressure gauge 0-12Bar		
11	Replace Grease of Cardan Shaft if required.		

Annexure-6

D Check for Transmission system & final axle drive
(Periodicity:2year)

The following items are to be checked and done, **in addition to “B” and “C check schedules**. The items are to be replaced on condition basis:

S.No.	Items	Observations	Remark
1	Replace & check all items as Stated in B & C check except repair kit.		
2	Check ball housing.		
3	Check spring disassembly for any crack. If found replace it.		
4	Check circlip locking ring assembly & snap ring.		
5	Replace locking ring assembly of torque arm.		
6	Replace snap ring of torque arm.		

7	Check visually any damage to axle drive and check its proper mounting.		
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Annexure-7

B Check for Cooling & Hydraulic System

Cooling & Hydraulic system of 8 Wheeler Tower wagons (DETC)
(Periodicity: Monthly)

The following items are to be checked and done. The items are to be replaced on condition basis:

S.No.	Items	Observations	Remark
1	Externally clean the all oil line and waterline of cooling and hydraulic system if any leakage is found, rectify it.		
2	Check hydraulic motor for proper working.		
3	Check working of pressure regulator.		
4	Check working of fan		
5	Check fins of radiators. If damaged attend it.		
6	Check protection cover provided On radiator fan for any damage. If damaged attend it.		
7	Fill radiator/surgetank with treated Water (carbonate concentration 3500 RPM) Radiator cap must be firmly tightened back into radiator surge tank neck.		

Annexure-8

C Check for Cooling & Hydraulic System

(Periodicity: Yearly)

Cooling & Hydraulic system of 8 Wheeler Tower wagons (DETC)

The following items are to be checked, **in addition to B check schedule** and items to be replaced on condition basis.

S.No.	Items	Observations	Remark
1	Replace hydraulic coil		
2	Replace all hoses		

3	Replace pressure regulator valves		
4	Replace thermostat.		
5	On condition basis Replace all clamps.		
6	On condition basis Replace water temperature & oil temperature sensor & their switch.		
7	On condition basis Replace low water level sensor.		
8	Replace V belt of water pump & hydraulic pump.		
9	Carryout servicing of hydraulic cooler.		
10	Carryout servicing and calibration of hydraulic pump & water pump.		
11	Carry out cleaning & servicing of radiator.		
12	Check the hydraulic system right from hydraulic tank to radiator and system for any leakages, wear and tear, breakage, rusty nut bolts and covers. If Necessary attend the same.		

PART – I
CHAPTER-V
ADDITIONAL CONDITION OF CONTRACT

1.5.1 ADDITIONAL TERMS AND CONDITIONS:

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

d) However, the total penalty and LD put together shall be subjected to the GCC conditions.

NOTE: GM/EL/PRYJ(E) or PM/EL/PRYJ(E) will have full power to waive off the penalty depending on the case and justified reason behind the delay in rectification.

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

1.5.2 Additional Condition with respect to Supply of Material:

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

1.5.3 The following special conditions supplement to the Regulations for Tenders and contracts,

conditions of tender and general conditions of contract and should be considered as part of the contract papers where the provision in the special conditions are at variance with general conditions/other documents mentioned above, the special conditions shall prevail upon. All the terms and conditions stipulated under Special Conditions are binding upon the contractor. In all matters of dispute, the decisions of GM/EL/PRYJ(E) or PM/EL/PRYJ(E) shall be final.

1.5.4 The detailed Scope of work for maintenance of Tower car activities in this contract are given in the explanatory notes of schedules

1.5.5 Contractor's staff for maintenance of Tower car assets/system as specified in the explanatory note, under this maintenance contract, contractor shall place his competent staff as per the requirement. However, the number of hours for each labour should not exceed the stipulated maximum number of man-hours in a fortnight as per the hours of employment regulations stipulated in minimum wages Act/Labour laws in force. The suitable candidates will be given an Identity card and a competency certificate valid for a period of two years i.e., currency of contract which they have to keep with them while on duty and for their movements in the DFCCIL Railway work spot. In case of unforeseen/unauthorized absence of the Contractor's staff from duty, immediate alternate arrangement of staff is required to be made by the contract or without causing any inconvenience to the DFCCIL Railway since these activities are safety oriented and linked to the operations of train services. The DFCCIL's Engineer-in-charge reserves the right to ask the contract or to remove any staff from duty without assigning any reason whatsoever. The decision of DFCCIL's Engineer-in-charge will be final and binding on the contractor. Since maintenance staff is to work on all days/as and when required basis, relievers for weekly off will have to be arranged separately by contractor for which no additional payment shall be made. However, the contractor should arrange necessary relief to the staff working as per the labour laws from time to time for which no additional payment will be made by the DFCCIL Railway.

1.5.6 Response and Restoration:

1.5.6.1 For reporting:

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

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract 2022 of the Indian Railway/DFCCILs shall be followed with its latest correction slips and amendments issued from Indian Railway/DFCCILs.

The General Conditions of Contract 2022 of the Indian Railway/DFCCILs, along with its latest correction slips and amendments, will form part of the tender/contract documents.

In case, there is an ambiguity in any definition, the decision of DFCCIL regarding the interpretation shall be final and binding.

Wherever there is conflict in any condition between GCC and special condition mentioned in tender documents. The condition mentioned in special condition of contract will prevail. However, DFCCIL decision in this connection shall be final and binding.

ANNEXURES

ANNEXURE-I

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

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

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

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

ANNEXURE-II

Performa for Affidavit. {on the letter head of the bidder}

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

**Signature of
Proprietor/Director/Partner**

CERTIFICATION OF FAMILIARISATION

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

(Signature of Tenderer/s)

ANNEXURE-IV

SUPPLEMENTARY AGREEMENT

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

Where the party hereto of the second part executed an agreement with the party here to of the first part being agreementNo.....dated..... for the Performance of..... herein called the principal agreement.

And whereas it was agreed by and between the parties hereto that the works would be completed by the party here to of the second part on“date last extended”and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part and whereas the party hereto of the first part already made payments to the party hereto of the second part diverse sums from time to time aggregating toRs.....including the final bill bearing voucherNo.....dated..... (the receipt of which is hereby acknowledged by the party hereto of the second part) in full and final settlement of all his claim under the principal agreement.

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

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

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

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

Signature of the Tenderer/s

For and on behalf of

Witness of the signatures

Witness.....

.....

1.

2.

ANNEXURE-V

AFFIDAVIT

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENTS

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

I..... (Name and designation) **appointed as the attorney/authorized signatory of the Tenderer (including its constituents), M/s..... (Herein after called the tenderer) for The purpose of the Tender documents for the work of..... as per the E- TenderNo.: -----

Date ----- of (DFCCIL), do hereby solemnly affirm and state on the behalf of the tenderer including its Constituents as under:

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

DEPONENT SEAL AND
SIGNATURE OF THE
TENDERER

VERIFICATION

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

DEPONENT

SEAL AND
SIGNATURE OF THE
TENDERER

Place:
Dated:

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

ANNEXURE-VI

(Guarantee –Bond offered by bank to DFCC in connection with the execution of
Contracts)(SD)
GUARANTEE BOND FORMAT
(To be used by approved Schedule Banks)

1. In consideration of the Employer DFCCIL (herewith called “The Employer”) having agreed to exempt _____(herein after called “The said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No..... dated _____madebetween _____and _____for _____(herein after called the “The Said Agreement”) of **security deposit** for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement,on production of a Bank Guarantee for Rs. _____(Rupees _____only), we, _____(Indicate the name of the bank) (herein after referred to as “The Bank”) at the request of contractor(s) do hereby under take to pay to The Employer an amount not exceeding Rs. _____against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.
2. We _____(indicate the name of the Bank)do hereby undertake to pay the amounts due and payable under this Guarantee withoutany demur merely on a demand from the DFCCIL stating that the amount claimed isdue by way of loss or damages caused to or would be caused to or suffered by theDFCCIL by reason of any breach by the said Contractor(s)of any of the terms orconditions contained in the said Agreement or by reason of the Contractor(s) failure toperform the said Agreement. Any such demand made on the Bank shall be conclusiveregards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/ Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating there to our liability under this present is being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharges of our liability for payment here under the Contractor(S)/Supplier(s) shall have no claim against us for making such payment.
4. We _____(indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be forceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or dischargedor till _____ the Employer/DFCCIL certify that terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the

,we shall be discharged from all liability under this Guarantee there after.

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

IN WITNESS WHERE OF we of the Bank have signed and stamped this guarantee on this day of... being here with duly authorized.

Bank Seal Signature of Bank Authorize Official with Seal

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

Witness:

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

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

ANNEXURE-VII

Format of Bank Guarantee for Performance Security

Bank Guarantee No.:.....

Dated:.....

To,

Dedicated Freight Corridor Corporation of India Limited, Metro Station Building Complex
5Floor,Pragati Maidan,New Delhi

Acting through Chief General Manager/PRYJ(E), DFCCIL,Manas Nagar Railway Colony,
Near RPF Post, Pt. Deen Dayal Upadhyay Nagar, Chandauli, Uttar Pradesh-232101

Reference: -ContractNo.....,Awarded on.....

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

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

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

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

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

We ------(indicate the name of Bank), further undertake to pay to the Employer any
money so demanded not withstanding any dispute or dispute raised by the contractor in any
suit or proceeding pending before any court or Tribunal relating to liability under this present
being absolute and unequivocal.

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

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

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

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing, thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

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

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

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

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

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

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. --- ----- (in words).
- ii) This Bank Guarantee shall be valid upto ----- , unless extended on Demand by Employer.
- iii) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before --- -----

IN WITNESS WHERE OF we of the Bank have signed and stamped this guarantee on this day of-----being here with duly authorized.

Bank Seal

Signature of Bank Authorize Official with Seal

Name:.....

Designation:.....

Address:

Witness:

1.Name:.....

Designation:.....

Address:

2.Name.....:

Designation:.....

Address:.....

DFCCIL

CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ 20____ between President of India acting through the DFCCIL Administration hereafter called the "DFCCIL" of the one part and _____ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the DFCCIL for performance of the works _____ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways/DFCCIL, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the DFCCIL and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of _____ 20____ and will maintain the said works for a period of _____ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the DFCCIL, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the DFCCIL will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.



Contractor _____ (Signature) DFCCIL: Designation _____
Address _____ (For President of India)
Date _____ Date _____

Signature of **Witnesses** (to Signature of Contractor) with address:

Witnesses:

ANNEXURE-IX

PRE- CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (here in after called the Integrity Pact) is made on ----- day of the month of ----- 20 xx, between, on one hand, the DFCCIL acting Through Shri ----- Designation of the officer, (here in after 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 (herein after called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFOR,

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

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

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

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the CLIENT

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

- 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the [A] to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

Commitments of BIDDERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following: -
 - 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the (B) in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
 - 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, broker age or inducement to any official of the CLIENT or otherwise in procuring the Contractor for bearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.
 - 3.3 *[A] shall disclose the name and address of agents and representatives and Indian [A] Shall disclose their foreign principals or associates.
 - 3.4 * [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any

other intermediaries in connection with the [B] and the details of services agreed upon for such payments.

- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the Bidder's firm, the same shall be disclosed by the [A] at the time of filling of tender.

The term „relative“ for this purpose would be as defined in section 6 of the companies act 1956.

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

4. Previous Transaction

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER 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, the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the [A] shall deposit an amount ___ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments: -

- i. Bank draft or a pay order in favor of _____.
- ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof of payment.
- iii. Any other mode or through any other instrument (to be specified in the RFP).

- 5.2 The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.
- 5.3 In case of the successful [A] a clause would also be incorporated in the article pertaining to performance Guarantee in the [B] that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by CLIENT to the [A] on earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
 - (iv) To recover all sums already paid by the CLIENT, and in case of an Indian
 - (v) with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (vi) To encase the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
 - (vii) 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].
 - (viii) 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.
 - (ix) To recover all sums paid in violation of this pact by [A] to any middleman

or agent or broker with a view a view to securing [B] the contract.

- (x) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], they shall not be opened.
 - (xi) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The client will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

- 8.1 The CLIENT has appointed Independent Monitors (herein after referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the [A] with confidentiality.

8.7 The client will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposal for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

13. The parties hereby sign this integrity pact at on

CLIENT BIDDER
Name of the officer
Designation
Deptt./Ministry/PSU

CHIEF EXECUTIVE OFFICER

Witness

1.....
.

Note:

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

Witness2.....

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

.....

FINANCIAL OFFER

Detailed Estimate					
Name of work:- ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT INCLUDING SUPPLY AND INSTALLATION OF MUST CHANGE MATERIAL/SPARES AND SCHEDULE MAINTENANCE OF 02 NOS TOWER WAGON UNDER CGM/PRYJ(E) UNIT FOR 2 YEARS					
Sl. No. (A)	Item Description (B)	Unit (C)	Qty.	Rate	Amount (Rs.)
Schedule A- Maintenance Activity for Cummins make Diesel Engine.					
Item - 1					
1	Service visit per day for maintenance visits (other than D- check) of diesel Engine. (for all engine model) (Mandatory)	Per trip	48	18035.03	865681.44
Total Amount					865681.44
Item - 2					
B-check material NTA/NT 855 R (Mandatory)					
2	B-check material NTA/NT 855R,KIT (Part No. 3238528)	Set	6	5421.44	32528.64
Total Amount					32528.64
Item - 3					
C-check material NTA/NT 855 R (Mandatory)					
3	B-check material NTA/NT 855R (Part No.KIT 3238515)	Set	4	14733.22	58932.88
4	Gasket, Rocker Level cover (3067459)	Set	12	685.68	8228.16
5	Element, Air cleaner (3237742)	Set	4	1276.42	5105.68
6	Element, Air cleaner (3872336)	Set	4	3977.66	15910.64
Total Amount					88177.36
Item - 4					
D-check material NTA/NT 855 R (Mandatory)					
7	Cable, Flexible Drive (500184)	Set	4	400.62	1602.48
8	Switch, Magnetic (2865519)	set	4	890.95	3563.80
9	Solenoid (3021420)	set	4	9738.38	38953.52
10	Clamp, T Bolt (140332)	set	8	230.42	1843.36
11	Hose, Flexible (3065060)	set	8	4556.98	36455.84
12	Hose, Plain (3081053)	set	4	3627.79	14511.16

13	Gasket, Turbocharger (3519763)	set	4	475.70	1902.80
14	Clamp, Hose (3600494)	set	8	164.41	1315.28
15	Screw, Filter Head Cap (70772)	set	8	18.09	144.72
16	Gasket Governer Set (KITBM68356)	set	4	3750.45	15001.80
17	Bearing Ball (S16052)	set	4	415.19	1660.76
18	Key, Squre (212668)	set	4	50.85	203.40
19	Bushing, Tachometer Drive (212609)	set	4	301.91	1207.64
20	Shaft, Fuel Pump Driver(212601)	set	4	1108.53	4434.12
21	Ring, Retaining (212604)	set	4	31.66	126.64
22	Shaft, Tachometer Drive (212607)	set	4	1178.24	4712.96
23	Seal Oring (126333)	set	4	38.83	155.32
24	Screen filter (146483)	set	4	264.28	1057.12
25	Seal Oring (3042542)	set	4	476.90	1907.60
26	Seal Oring (3066914)	set	4	92.94	371.76
27	Daiphragm, fuel pump damper (202897)	set	4	879.86	3519.44
28	Elbow Male Union (4054843)	set	4	686.52	2746.08
29	Seal O ring (3046201)	set	4	71.59	286.36
30	Pump Gear Fuel (3034243)	set	4	42792.90	171171.60
31	Valve Solendid (3240573)	set	4	11308.52	45234.08
32	Kitr Seal (3803615)	set	4	7134.57	28538.28
33	Kit Unloader Valve (5277629)	set	4	3975.37	15901.48
34	Ring Set Piston (Service)(3245718)	set	4	590.58	2362.32
35	Piston Airt Compressor (165430)	set	4	1146.78	4587.12
36	Bearing Thrust (188040)	set	4	625.70	2502.80
37	Kit Turbo Relair 4LG (3545661)	set	4	14249.54	56998.16
38	Repair Kit For Water Pump (3239764)	set	4	30182.09	120728.36
39	Element Air Cleaner (3237742)	set	4	2876.42	11505.68
40	Element Air Cleaner (3872336)	set	4	7952.17	31808.68
41	Indicator restriction (3872813)	set	4	451.34	1805.36
42	Hose, Hump (3030764)	set	4	2883.61	11534.44
43	Hose, Hump (3227853)	set	4	885.60	3542.40
44	Clamp, T Bolt (152026)	set	4	282.75	1131.00
45	Clamp, T Bolt (125741)	set	4	303.71	1214.84
46	Clamp, T Bolt (125739)	set	4	231.24	924.96
47	Hose, Elbow (3030513)	set	8	1430.05	11440.40
48	Hose, Hump (3030793)	set	8	12260.79	98086.32
49	Hose, Elbow (3873738)	set	4	4387.41	17549.64
50	Clamp, T Bolt (140314)	set	8	273.29	2186.32
51	Gsket Flange (2884924)	set	4	199.56	798.24
52	Gasket , Water Pump (3002385)	set	4	73.24	292.96
53	Clamp, Hose (43828B)	set	8	55.49	443.92
54	Hose, Plain (63495)	set	4	295.39	1181.56
55	Belt, V (3058383)	set	4	650.40	2601.60
56	Connector ,Pipe (3872284)	set	8	945.11	7560.88
57	Connector ,Pipe (3872268)	set	8	7398.52	59188.16
58	Hose , Flexible (2870411)	set	4	2748.78	10995.12
59	Thermostate (135675)	set	4	2345.93	9383.72

60	Belt, V (4085738)	set	4	1150.49	4601.96
61	Gasket Set (KITAR95138)	set	4	29058.24	116232.96
62	B Check Kit NT/NTA (KIT3238528)	set	4	4019.43	16077.72
63	Inhibitor, Corrosion (3167218)	set	4	5599.63	22398.52
64	Hose, Flexible (AK16036SS)	set	4	3835.37	15341.48
65	Hose, Flexible (AK16030SS)	set	4	3824.79	15299.16
66	Hose, Flexible (AK5040SS)	set	8	1517.66	12141.28
67	Hose, Flexible (AK6045SS)	set	8	2201.40	17611.20
68	Hose, Flexible (AK4040SS)	set	8	1658.78	13270.24
69	Hose, Flexible (AK8075SS)	set	8	3541.54	28332.32
70	Sela , Ractangular Ring (154087)	set	8	16.56	132.48
71	Hose, Hump (3030790)	set	4	820.24	3280.96
72	Hose, Elbow(3030514)	set	8	2305.26	18442.08
73	Clamp, T Bolt (125741)	set	8	303.71	2429.68
74	Clamp, T Bolt (140314)	set	8	273.29	2186.32
75	Hose, Flexible (3026832)	set	8	2973.53	23788.24
76	Hose, Plain (3081053)	set	8	3627.79	29022.32
77	Breather, Crankcase (255180)	set	8	2903.18	23225.44
78	Indicator restriction (3872813)	set	8	451.34	3610.72
79	Hose , Flexible (AK10035SS)	set	4	2720.41	10881.64
80	Hose , Flexible (AK10050SS)	set	4	2911.75	11647.00
81	Hose , Flexible (AK8060SS)	set	4	2851.10	11404.40
82	Hose , Flexible (AK6025SS)	set	4	1409.87	5639.48
83	Hose , Flexible (AK6050MS)	set	4	2190.30	8761.20
84	Hose, Hump (3030768)	set	4	1047.89	4191.56
85	Clamp, T Bolt (3627206)	set	8	446.90	3575.20
86	Hose, Elbow (3030778)	set	4	9383.58	37534.32
87	Hose , Flexible (AK6030SS)	set	4	1771.85	7087.40
88	Hose , Flexible (AK6075SS)	set	4	3103.18	12412.72
89	Reconditioned Injector, Top-Stop (RO3279661)	set	8	21892.21	175137.68
90	Reconditioned CYL Head (RO3103982)	set	8	32841.94	262735.52
Total Amount					1789317.56
Item - 5	D-check labour (For all engine models). (Mandatory)				
91	D-check labour (Mandatory)	Number	8	87969.66	703757.28
Total Amount					703757.28
Item - 6	Flushing of cooling system with the Radiwash & recharging of cooling system with premix coolent (Mandatory)				
92	Flushing of cooling system with the Radiwash & recharging of cooling system with premix coolent (Mandatory)	Number	8	81426.65	651413.20
Total Amount					651413.20

Item - 7	Supply of set of belts for water pump and battery charging alternator NTA/NT 855 (Mandatory)				
93	Belt, V Ribber (5413187per)	Number	4	4921.26	19685.04
94	Belt, V (178489)	Number	4	6419.03	25676.12
Total Amount					45361.16
Total Amount of Schedule A					4176236.64
Schedule B- Maintenance Activity for other major components apart from Diesel Engine..					
Item - 8	Service visit per day for monthly maintenance and other scheduled visits for all other components of equipment other than main diesel engine (Mandatory)				
95	Service visit per day for monthly maintenance and other scheduled visits for all other components of equipment other than main diesel engine (Mandatory)	Per trip	48	24964.81	1198310.88
Total Amount					1198310.88
Item - 9	Supply of Electrical & Pneumatic spares (DETC) (Mandatory)				
(A) List of elect. & Penumatic spares to be replaced on 8 wheeler DETC Tower wagon					
96	Tachometer (T166710)	Number	4	23249.58	92998.32
97	Gauge, Pressure (T071832)	Number	2	3576.92	7153.84
98	Guage, Temprature(T071831)	Number	2	3466.89	6933.78
99	Guage, Temprature(T071829)	Number	2	3466.89	6933.78
100	Sensor, Pressure (T071833)	Number	2	3201.51	6403.02
101	Sensor, Temperature (T071830)	Number	4	2059.09	8236.36
102	Switch, Pressure (T897691)	Number	4	9287.33	37149.32
103	Switch, Temprature (T327021)	Number	4	8490.73	33962.92
104	Guage, Pressure(T00109)	Number	2	854.08	1708.16
105	Ammeter (T02881)	Number	2	430.13	860.26
106	Light, Indicator (T875311)	Number	2	482.02	964.04
107	Meter-Hour(T302-2121)	Number	2	1374.09	2748.18
108	Switch, Magnetic (T865519)	Number	2	676.94	1353.88
109	Picup, Magnetic (T875360)	Number	2	5109.43	10218.86
110	Switch, Toggle(T00278)	Number	4	235.39	941.56
111	Switch, Push button(T04395)	Number	2	467.10	934.20
112	Switch, Key(T04975)	Number	2	508.87	1017.74
113	Harness, wiring (T13273)	Number	4	6867.21	27468.84
114	Indicating Lamp	Number	4	1100.47	4401.88

115	Auxulary contactor	Number	4	7396.46	29585.84
116	Solenoid Operated valve	Number	4	8688.86	34755.44
117	Press switch oil set	Number	4	7682.53	30730.12
118	Press switch	Number	2	8343.78	16687.56
119	MCB 16 Amp.	Number	4	2770.50	11082.00
120	Push button	Number	4	1106.37	4425.48
121	Selector switch 3 pole	Number	4	969.73	3878.92
122	Selector switch 1 pole	Number	4	954.24	3816.96
123	Direction selection switch	Number	4	748.13	2992.52
124	Steady Tube complete	Number	4	2731.17	10924.68
125	Upper articulation assembly	Number	2	11484.92	22969.84
126	Metalised carbon strip	Number	6	8193.51	49161.06
				Total Amount	473399.36
(B) Compulsary spares to be replaced while servicing of pneumatic system.					
127	Adaptor (7500090650)	Number	4	571.01	2284.04
128	Comp Gauge 100mm (990022001)	Number	2	3764.12	7528.24
129	Hose 1 1/12" BSP(F) (6335082050)	Number	4	6538.87	26155.48
130	Hose 3/4"X3/4BSP Female (6760020150)	Number	4	5867.94	23471.76
131	Hose 3/4"X3/4FSP Female (5110060750)	Number	4	2516.99	10067.96
132	Hose Assly (6361120950)	Number	4	3291.98	13167.92
133	Hose Assly Flanged (6361120850)	Number	4	6665.86	26663.44
134	Guage pressure (6361220950)	Number	2	7192.76	14385.52
135	Washer Sealing (9991842550)	Number	4	109.93	439.72
136	Valve Globe (9993091500)	Number	4	2731.17	10924.68
137	Drain Cock (9993099450)	Number	4	1802.46	7209.84
138	Press switch (6775340950)	Number	4	7854.22	31416.88
				Total Amount	173715.48
Item - 10	Supply of Hydraulic hoses (DETC) (Mandatory)				
139	Hose, Flexible (TSS- 001050)	Number	2	6981.56	13963.11
140	Hose, Flexible (TSS- 002010)	Number	4	7351.57	29406.29
141	Hose, Flexible (TSS- 003015)	Number	2	9079.78	18159.55
142	Hose, Flexible (TSS- 004016)	Number	4	3812.09	15248.37
143	Hose, Flexible (TSS- 005020)	Number	4	2895.13	11580.54
144	Hose, Flexible (TSS- 006000)	Number	4	10945.00	43779.99
145	Hose, Flexible (TSS- 007890)	Number	4	10236.24	40944.95
146	Hose, Flexible (TSS- 006020)	Number	4	6100.19	24400.75
147	Hose, Flexible (TSS- 009020)	Number	4	8015.03	32060.11
				Total Amount	229543.67
Item - 11	Supply of Pneumatic hoses (Mandatory)				
148	Adaptor (7500090650)	Number	4	533.13	2132.53

149	Hose 1 1/12" BSP(F) (6335082050)	Number	4	6456.43	25825.72
150	Hose 3/4"X3/4BSP Female (6760020150)	Number	4	5793.96	23175.83
151	Hose 3/4"X3/4BSP Female (5110060750))	Number	4	2485.26	9941.04
152	Hose Assly (6361120950)	Number	4	3250.68	13002.70
153	Hose Assly Flanged (6361120850)	Number	4	6581.83	26327.30
154	Washer Sealing (9991842550)	Number	4	108.54	434.15
155	Hose (6335090750)	Number	4	7866.19	31464.77
156	Strainer (5030013250)	Number	2	1431.35	2862.70
157	Filter (5030013000)	Number	2	5247.58	10495.17
Total Amount					145661.92
Item - 12	Minor maintenance and detailed inspection of electro-pneumatic control system for shift mechanism, solenoids, valves, cylinders and control equipment (excluding materials) (Mandatory)				
158	Minor maintenance and detailed inspection of electro-pneumatic control system for shift mechanism, solenoids, valves, cylinders and control equipment (excluding materials)	Number	4	50496.03	201984.11
Total Amount					201984.11
Item - 13	Minor maintenance and detailed inspection of relay and contractors of tower wagon (excluding speedometer recorder) (Mandatory)				
159	Minor maintenance and detailed inspection of relay and contractors of tower wagon (excluding speedometer recorder)	Number	4	50496.03	201984.11
Total Amount					201984.11
Item - 14	Servicing & repairing of hydraulic system including cleaning of hydrolic tank, servicing of hydraulic oil cooler and fan drive motors, limit switch, hydrolic tank oil low level indicator (LHOL) (Mandatory)				
160	Servicing & repairing of hydraulic system including cleaning of hydrolic tank, servicing of hydraulic oil cooler and fan drive motors, limit switch, hydrolic tank oil low level indicator (LHOL)	Number	4	80556.60	322226.39
Total Amount					322226.39

Item - 15	Transportation charges (4 times per year/Quarterly)				
161	Transportation charges (4 times per year/Quarterly)	Lumpsum	16	12083.40	193334.47
				Amount	193334.47
				Total Amount of Schedule B	3140160.38
				Total Amount ScheduleA + Schedule B	7316397.02
				Say	7316397/-

OFFERSHEET						
Offer to be filled up by Tenderer(s)in below table						
S.N.	Scope of work	Estimated cost(Rs.)	Below/ Above/ Atpar	% quoted by bidder	% quoted by bidder in words	Total cost
Col.-1	Col.-2	Col.-3	Col.-4	Col.-5	Col.-6	Col.-7
1	Comprehensive Maintenance for 02 No. DETC 08 wheeler Tower wagon for 02 years.	7316397/-				

Quoting of rates

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

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

Signature of tenderer with seal

End of Document
