



डेडीकेटेड फ्रेट कोरीडोर

## **Dedicated Freight Corridor Corporation of India Limited**

(A Government of India Enterprise under Ministry of Railways)

### **E-Tender Document**

**Name of Work:** SIGNAL & TELECOM MAINTENANCE WORK INCLUDING SUPPLY OF MINOR SPARES AND HIRING OF MANPOWER & MAINTENANCE VEHICLES FOR NEW ERC/DDU TO NEW CHIRAILAPATHU SECTION & SONNAGAR LINK TO NEW SONNAGAR JUNCTION SECTION OF EASTERN DEDICATED FREIGHT CORRIDOR(EDFC) FOR TWO YEARS.

**TWO PACKET OPEN E-TENDER  
NOT TRANSFERABLE**

**Tender No. DFC-DDU-SNT-SSTMC-2023-1R  
(Participation through e-Tender only)**

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

**January 2024**

**Employer:** Chief General Manager  
Dedicated Freight Corridor Corporation of India Ltd  
Pt. Deen Dayal Upadhyay Nagar  
Manas Nagar Post Office: Alinagar, District –  
Chandauli, Pin - 232101 (U.P.)

Sign. of Tenderer(s)



For CGM /DDU

| S N | DESCRIPTION   | Page No. |
|-----|---|----------|
| 1.  | Check list  | 3        |
| 2.  | Forwarding letter by Tenderer(s) (Form of Bid)  | 4        |
| 3.  | Instructions to Bidder for online bidding   | 6-9      |
| 4.  | Section 1. Notice Inviting E-Tender (NIT)   | 10-15    |
| 5.  | Section 2. Appendix to Tender   | 16-17    |
| 6.  | Section 3 Instructions to Tenderer(ITT)   | 18-25    |
| 7.  | Section 4. General Conditions of Contract   | 26-27    |
| 8.  | Section 5. Special Conditions of Contract and Specifications  | 28-60    |
|     | Annexure-A Scope of Services  |          |
|     | Annexure-B Minimum Educational Qualification and Experience of Skilled, Semi-Skilled & Un-Skilled Manpower                  |          |
|     | Annexure-C Certification of Familiarization   |          |
|     | Annexure-D Maintenance Schedule for S&T Gears   |          |
| 9.  | Section 6. Schedule of Quantities & Rates   | 61-71    |
|     | Annexure-E Staff deployment   |          |
| 10  | ANNEXURES   | 72-88    |
|     | Annexure -I Tenderer's General Information  |          |
|     | Annexure- II Performa for Experience/Performance Certificate  |          |
|     | Annexure- III Self-Certificate  |          |
|     | Annexure- IV Form of Guarantee Bond for Performance <u>Guarantee (PG).</u>  |          |
|     | Annexure- VI Agreement  |          |
|     | Annexure- VII Certificate of no relative being an employee of DFCCIL  |          |
|     | Annexure- VIII Details of works completed in last three financial years and current financial year and works under progress |          |
|     | Annexure- IX Annual Contractual Turnover of last three financial year & current financial year                              |          |
|     | Annexure- X Pre-Contract Integrity Pact   |          |
|     | Annexure- XI Anti-Profiteering Declaration  |          |
| 11. | End of Tender Document  | 89       |

## CHECK LIST

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

| S. No. | Description   | Done or Not |
|--------|---|-------------|
| 1.     | Rates have been quoted for all schedules items in terms of percentage on <a href="https://www.ireps.gov.in">https://www.ireps.gov.in</a>  |             |
| 2      | Declaration regarding no relative being employed on DFCCIL as <a href="#">Annexure-VII</a> has been filled.   |             |
| 3      | Address for correspondence has been given at <b>Section-2 Appendix to Tender.</b>   |             |
| 4      | Tenderer's General information filled up in <a href="#">Annexure -I</a> with attached documents/proof page marked/indicated.  |             |
| 5      | All the Annexures from <a href="#">Annexure-A</a> to <a href="#">Annexure-D</a> & <a href="#">Annexure -I</a> to <a href="#">Annexure -XI</a> properly filled up and relevant documents attached and indicated in Annexures, where asked. |             |
| 6      | Earnest Money Deposit (Bid Security) along with Bid   |             |
| 7      | Company seal should be put.   |             |
| 8      | The tender shall be accompanied with the following: -   |             |
|        | (i) Copy of Earnest Money Deposit as per <b>Section-1 NIT.</b>  |             |
|        | (ii) Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as per NIT.   |             |
|        | (iii) Certificate of Registration of Company, in case of a Company.   |             |
|        | (iv) Partnership deed/ resolution as applicable has been <u>attached</u> .  |             |
|        | (v) Power of Attorney as applicable has been attached.  |             |
|        | (vi) GST Registration Certificate.  |             |
|        | (vii) Any other relevant documents have been attached.  |             |
| 9      | The tender document uploaded online, should be duly signed by the Tenderer. Any loose paper/ documents submitted separately shall not be considered as part of tender offer.  |             |
| 10     | <b>RATES TO BE QUOTED ONLINE ONLY</b> on <a href="https://www.ireps.gov.in">https://www.ireps.gov.in</a>  |             |

**Forwarding letter by Tenderer(s)**

(On Letter Head of Firm/Company)

**To**

**DFCCIL, DDU.  
Manas Nagar  
Nagar Railway Colony (Near RPF Post),  
Pt. Deen Dayal Upadhyay Nagar  
Post Office: Alinagar,  
District – Chandauli, Pin - 232101 (U.P.)**

**Name of Work:** Signal & Telecom Maintenance work including supply of minor spares and hiring of manpower & maintenance vehicles for New ERC/DDU to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section of Eastern Dedicated Freight Corridor(EDFC) for Two year.

**Ref :-** Tender No. DFC-DDU-SNT-SSTMC-2023-1R dated .....

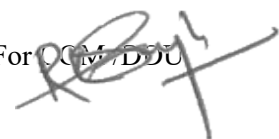
I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of \_\_\_\_\_ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security (EMD)". I/We offer to do the work for \_\_\_\_\_ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within \_\_\_\_\_ months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security (EMD) of ₹ \_\_\_\_\_ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security (EMD) 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 07(seven) days after receipt of LOA (letter of

Sign. of Tenderer(s)

Page 4 of 91  
**FORM OF BID**

For CCM/DDU



acceptance) or from the date specified in LOA.

4. 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 /(EMD).
5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security (EMD)
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Witness

Witness's Name & Address

Tenderer(s)/Tenderer(s)'s

Name & Address



## Instructions to Bidders for Online bidding

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

### **1. Broad outline of activities from Bidder's perspective: -**

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

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

Note 1: - It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission.

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

### **2. Digital Certificate:**

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

### **3. Registration:**

The Tender documents can be downloaded from the website: <https://www.ireps.gov.in> and to be

submitted in the e - format. Cost of the Tender Documents and Bid Security (EMD) have to be submitted as per section 1 of NIT (Notice inviting Tender). Payments against this tender towards tender document cost and earnest money are to be deposited/submitted before the schedule date & time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender documents from the website to keep themselves abreast of such amendments before submitting the tender documents.

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

4. DFCCIL, has decided to use process of E- Tendering for inviting this tender and thus the physical copy of the tender documents would not be sold/ accepted.
5. **To participate in E-tender, it is mandatory for Tenderer (S) to get themselves registered on IREPS portal and to have user ID & Password. Payment of registration fee (if any) can be done through <https://www.ireps.gov.in>**

|    |                      |                                      |
|----|----------------------|--------------------------------------|
| 01 | IREPS Help Desk      | 011-23761525                         |
| 02 | DFCCIL Contact- 1    | Roshan Kumar Singh, Dy.PM/S&T-II/DDU |
|    | Telephone/Mobile No. | 7007250027                           |
|    | E-mail ID            | roshan@dfcc.co.in                    |
| 03 | DFCCIL Contact- 2    | Naveen Kumar Chadha, Dy CPM/S&T/DDU  |
|    | Telephone/Mobile No. | 7060803030                           |
|    | E-mail ID            | nkchadha@dfcc.co.in                  |

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

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

- a) Tender fee and EMD have to be deposited as per Section -1 (NIT). The tender processing fees, (If any) as per applicable rate payable through the e- payment gateways to IREPS portal is Non-refundable. Payments against this tender towards tender document cost and earnest money are to be done before the schedule date & time of submission of the tender otherwise , failing which, the Bid will not be considered.
- b) Tender documents (s) in original, duly filled in should be signed by bidder or his Authorized

representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.

- c) Copy of PAN card.
- d) The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.
- e) In case of proprietorship firm, the bidder will submit an affidavit, attested by Notary Public that “I am a sole proprietor of the firm\_” on Non-judicial stamp paper of Rs.100.00.
- f) Bidder’s profile duly filled in, as per Annexure – I as per Section 3 of tender document.
- g) Power of Attorney
- h) Article of association and memorandum in case of private/public limited company.
- i) Copy of E.P.F. registration.
- j) Copy of ESI Certificate.
- k) Copy of GST registration no.
- l) Certificate declaring “no near relative in DFCCIL” as per Annexure-VII.
- m) In case tender fee is paid through e-payment, the scanned copy of receipt duly indicating UTR number is to be uploaded.

**Note:** - Any discrepancy found in the downloaded tender document submitted by the bidder in comparison with the uploaded tender document, the tender document uploaded by the DFCCIL will be treated as legitimate and any changes (found in the tender document submitted by the bidder) at any stage, will be treated as fraud done to the DFCCIL, and hence LOA or Agreement signed (if any) is liable to be cancelled, and appropriate penal action will be taken against the bidder.

**7. The following ‘FOUR KEY INSTRUCTIONS for BIDDERS’ must be strictly adhered**

- a) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
- b) Register your organization on ETS well in advance of your first tender submission deadline on ETS.
- c) Get your organization’s concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.
- d) Submit your bids well in advance of tender submission deadline on ETS (DFCCIL should not be responsible for any problem arising out of internet connectivity or other related technical issues).

**Method for submission of bid documents**

In this TENDER the bidder has to participate in e-bidding online. Bid Documents submitted physically offline shall not be considered/entertained.



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

## 8. System of Quoting Rates

As per the instructions given on IREPS portal website i.e., [www.ireps.gov.in](http://www.ireps.gov.in)

## 9. Modification / Withdrawal of bids:

- (i) The Bidder may modify/ withdraw its e- bid after submission prior to the Bid Due Date & time. No Bid shall be modified / withdrawn by the Applicant/Bidder on or after the Bid Due Date & time.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the DFCCIL Authority, shall be disregarded.
- (iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, applicant has to follow the instructions given on IREPS portal website i.e. [www.ireps.gov.in](http://www.ireps.gov.in)

## Other instructions

For further instructions, the vendor should visit the web portal <https://www.ireps.gov.in> and login to it and upload documents of bid.

## Important Note:

It is strongly recommended that all authorized users of Supplier/Service Provider organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action.



**Dedicated Freight Corridor Corporation of India Limited**  
(A PSU under Ministry of Railways)  
Manas Nagar Railway Colony (Near RPF Post), Pt. Deen Dayal Upadhyay Nagar  
Post Office: Alinagar, District – Chandauli, Pin - 232101 (U.P.)

## 1.0 SECTION

### NOTICE INVITING E-TENDER (NIT)

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

| SN | ITEM                                       | Description   |
|----|--|---|
| 1  | E-Tender No.                               | DFC-DDU-SNT-SSTMC-2023-1R   |
| 2  | Name of Work                               | Signal & Telecom maintenance work including supply of minor spares and hiring of manpower & maintenance vehicles for New ERC/DDU to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section of Eastern Dedicated Freight Corridor(EDFC).   |
| 3  | Estimated Cost of Work                     | <b>Rs.11,32,49,465/-</b> (Eleven Crore Thirty-two Lakh Fourtynine Thousand Four Hundred and Sixty-Five Only) inclusive of all statutory taxes & duties.   |
| 4  | Duration of Contract                       | <b>24</b> (Twenty Four) months  |
| 5  | Type of Tender                             | Open E-Tender Two Packet  |
| 6  | Cost of Tender Document(Non-Refundable)    | NIL   |
| 7  | Earnest Money Deposit (EMD) (Bid Security) | <p>(a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be <b>Rs.7,16,300/-(Rupees Seven Lakh Sixteen Thousand three Hundred Only)</b>.</p> <p>(i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit detailed above.</p> <p>(ii) (100% Govt. owned PSUs shall be exempt from payment of earnest money deposit detailed above.</p> <p>(iii) (Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.</p> <p>(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to 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 Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.</p> |

|    |   |   |
|----|---|---|
|    |   | <p>(c) If his tender is accepted this earnest money mentioned in sub clause (a) above 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. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.</p> <p>(d) The Earnest Money shall be deposited in cash through e-payment gateway or as mentioned in IR GCC 22 Clause 5.0 or any correction slip as on date.</p> |
| 8  | Uploading of NIT and Tender Document              | NIT and Tender Document can be viewed from 01.01.2024 on DFCCIL website as well as <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>   |
| 9  | Date & Time of Filled Tender Document(Online)     | From 00.00 hrs. of 17.01.2024 till 15:00 hrs. of 01.01.2024 through <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>  |
| 10 | Last Date & Time of Submission of Tender (Online) | 31.01.2024 up to 15:00 hrs. on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>   |
| 11 | Date and time of Online opening of bid            | 31.01.2024 at 15:30 hrs. on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>  |
| 12 | Validity of offer                                 | 90 days from the date of opening of tender.   |
| 13 | Defect Liability Period                           | 60 days after successful completion of this Contract.   |
| 14 | Address of Communication                          | <b>Chief General Manager DDU, Dedicated Freight Corridor Corporation of India Limited, Manas Nagar Railway Colony (Near RPF Post), Pt. Deen Dayal Upadhyay Nagar Post Office: Alinagar, District – Chandauli, Pin - 232101 (U.P.)</b><br>Website: <a href="http://www.dfccil.com">www.dfccil.com</a>  |
| 15 | Officer-in-charge                                 | Dy.CPM/S&T/DDU(Mobile No:7060803030)  |
| 16 | Help Desk for E-Tendering                         | For any clarification, help and registration for E-Tendering & matter relating to Digital Signature, contact at Help desk of <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> and phone No.-011-23761525  |
| 17 | Availability of Tender Documents                  | The Tender documents can be downloaded from <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> Tenderer who wishes to view free Notification and Tender Documents can visit <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> DFCCIL may issue Addendum (s)/Corrigendum (s) to the Tender document, if any, which shall be issued at least fifteen days in advance of the date of opening of tender and placed only on the DFCCIL website & website <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> .   |

Note-1. Tender documents should be downloaded from the website address <https://www.ireps.gov.in>. Payment of Tender Document fee, in respect of e-tendering, shall be accepted through net banking or payment gateway only.

## 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 **Annexure-a**.

3. The Offer shall be valid for 90 days from the date of opening of the tender, and extended further if required from time to time. The Contractor cannot withdraw their offer within the period of validity/extended validity. Withdrawal of offer by the firm within the validity/extended validity period may invite banning of the firm from submission of bids in any Works/Service Tender issued by DFCCIL for a period of 36 months from the date of such banning done on e-platform IREPS, as per Bid Security (EMD) Declaration.
4. Tender shall be submitted as per instruction to tender for Instructions to Bidders for Online bidding & Section 3.0 Instruction to Tenderer (ITT).
5. Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website [www.ireps.gov.in](http://www.ireps.gov.in) and DFCCIL tendering portal Tenderers are advised to complete all submission of related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.
6. No tender document will be available offline. Downloading tender documents online and submission of tender online is mandatory for this tender.
7. Any further Addendum/Corrigendum for this tender will be posted in DFCCIL tendering portal /website <https://www.ireps.gov.in> only. Interested bidders are advised to check website regularly for any Addendum/ Corrigendum.
8. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
9. 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. 3.0 & 8.0 of Notice Inviting Tender.

## Annexure -a

### I. Essential Qualifying Criteria

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

#### A. Firms/companies:

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

*The documentary proof regarding "A" above should be submitted aspart 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.
6. Participation of Joint Venture (JV) in Works Tender shall be governed as per Clause No. 17 of Tender Form (second Sheet) Annex. I Part-I of GCC APRIL 2022, with up-to-date correction slip.

#### B. Technical Eligibility Criteria:

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

| S.N. | Technical Capability   | Requirement  |
|------|--|--|
| 1.   | <b>Completion of Similar Work:-</b><br>Definition of similar of work in this tender is:-<br><b>"To carry out the work related to Repairing / Refixing / Replacement/ Construction/ Maintenance of Signalling &amp; Telecommunication Assets in Indian Railways or in Railway PSUs like RVNL, IRCON, RITES, DFCCIL etc. or in any other Govt./Semi-Govt. organization."</b> | At The tenderer must have successfully completed any of the following during last 07(seven) years, ending last day of month previous to the one in which tender is invited:<br><br>Three similar works each costing not less than the amount equal to 30% of advertised value of the tender,<br><br>or<br>Two similar works each costing not less than the amount equal to 40% of advertised value |

| S.N. | Technical Capability   | Requirement  |
|------|--|--|
|      |  | of the tender,<br>or<br>One similar work costing not less than the amount equal to 60% of advertised value of the tender   |
| 2(a) | The registration for ESI, EPF, GST, PAN No.  | a) Valid Registration certificates and documents are to be enclosed. Tender document received without valid document/ certificate/ enclosures will be summarily rejected.  |
| 2(b) | Affidavit that the firm has not been black listed for business by any Government/ PSU/ Public Limited Company and Reputed firms/organizations or /and that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance. | b) Affidavit as per Performa is to be enclosed. Performa of Affidavit is given in <b>Annexure-II</b> of the bid document. Tender document received without valid document/ Affidavit will be summarily rejected. |
| 2(c) | Registered under Contract Labour (Regulation & Abolition) Act -1970  |  |

### C. Financial Eligibility Criteria:

| Sr. No. | Financial Capability  | Requirement   |
|---------|---|---|
| 1.      | The Tenderer(s) should have received Average annual contractual turn over 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 Tenderer must have minimum average annual contractual turnover of V/N OR 'V' whichever is less;<br>where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. |

- Tenderer (s) shall submit along with the tender, adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Tender notice & Tender conditions.
- 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).

5. There should not be any unsatisfactory performance Report of the Contractor from any source.
6. 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.
7. In case the Tenderer(s) do not submit any proof for meeting with the eligibility criteria as laid down above in the Tender notice & Tender conditions, along with the tender, the offer shall be considered as in-complete.
8. All documents submitted (online) with the tender should be duly attested.
9. Certificates from Private individuals for whom such works are executed/being executed will not be accepted.
10. Each tenderer has to satisfy the eligibility criteria for technical capability, competence as well as for financial capacity and organizational resources as specified in the tender documents to qualify for consideration of bid submitted by tenderer(s).
11. 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.

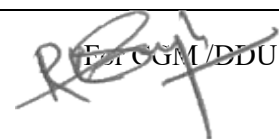
## 2.0 SECTION

### Appendix to Tender

#### 2.1 KEY DETAILS OF THE TENDER ARE AS UNDER-

| SN  | ITEM  | Description   |
|-----|---|---|
| 1.  | E-Tender No.                                      | As mentioned in Section 1, Notice inviting tender   |
| 2.  | Name of Work                                      | As mentioned in Section 1, Notice inviting tender   |
| 3.  | Scope of Work                                     | As mentioned in Special Condition of Contract Clause 5.3  |
| 4.  | Employer  | Chief General Manager, DFCCIL Manas Nagar Colony Mansarovar (Near RPF Post), Pt. Deen Dayal Upadhyay Nagar, Post Office: Alinagar, District – Chandauli, Pin-232101 |
| 5.  | Estimated Cost of Work                            | As mentioned in section 1, Notice inviting tender   |
| 6.  | Duration of Contract                              | As mentioned in section 1, Notice inviting tender   |
| 7.  | Type of Tender                                    | As mentioned in section 1, Notice inviting tender   |
| 8.  | Cost of Tender Document(Non-Refundable)           | As mentioned in section 1, Notice inviting tender and section 3, information and instruction to tenderer (ITT) clause 3.2   |
| 9.  | Earnest Money Deposit (EMD) (Bid Security)        | As mentioned in section 1, Notice inviting tender and section 3, information and instruction to tenderer (ITT) clause 3.9   |
| 10. | Uploading of NIT and Tender Document              | As mentioned in section 1, Notice inviting tender   |
| 11. | Date & Time of Filled Tender Document(Online)     | As mentioned in section 1, Notice inviting tender   |
| 12. | Last Date & Time of Submission of Tender (Online) | As mentioned in section 1, Notice inviting tender   |
| 13. | Date and time of Online opening of bid            | As mentioned in section 1, Notice inviting tender and Section 3, Information and Instruction to tenderer Clause 3.13 & 3.15   |
| 14. | Validity of offer                                 | As mentioned in section 1, Notice inviting tender and section 3, information and instruction to tenderer clause 3.12  |
| 15. | Defect Liability Period                           | As mentioned in section 1, Notice inviting tender   |
| 16. | Address of Communication                          | As mentioned in section 1, Notice inviting tender   |
| 17. | Officer-in-charge                                 | Dy.CPM/S&T/DDU(Mobile No:7060803030)  |

Sign. of Tenderer(s)





| SN  | ITEM                             | Description  |                     |
|-----|----------------------------------|--|---------------------|
| 18. | Help Desk for E-Tendering        | As mentioned in Instruction to the Bidder for ON-LINE bidding                      |                     |
| 19. | Eligibility Criteria             | As mentioned in section 1, NIT Clause 2  |                     |
| 20. | Availability of Tender Documents | As mentioned in section 1, Notice inviting tender Clause 5; Section-3 Clause 3.1.5 |                     |
| 21. | Performance Bank Guarantee       | As per IR General Contract Condition 2022 Clause 16                                |                     |
| 22. | Security Deposit                 | As per IR General Contract Condition 2022 Clause 16                                |                     |
| 23. | Payment Terms                    | As mentioned in Special Condition of Contract Clause 5.8                           |                     |
| 24. | Quantity Variation               | As per IR GCC 2022 Clause 41 & 42  |                     |
| 25. | Price Variation                  | As mentioned in Special Condition of Contract Clause 5.15                          |                     |
| 26. | Bank detail of DFCCIL            | Name   | DFCCIL DDU          |
|     |                                  | Bank account number  | 356101010200796     |
|     |                                  | IFSC code  | UBIN0546836         |
|     |                                  | Bank Name  | Union Bank of India |
|     |                                  | Bank Branch  | New Delhi-110066    |

Sign. of Tenderer(s)



### 3.0 SECTION INSTRUCTION TO TENDERER

#### 3.1 General

- 3.1.1 **Name of the Work:** As indicated in “Appendix to Tender”.
- 3.1.2 “A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company / JV (as mentioned in NIT) can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association, etc. along with original Power of Attorney of authorized signatory”.
- 3.1.3 The work is proposed to be executed under the following relationship.  
**Employer** : DFCCIL address as given in “Appendix to Tender”.  
**Contractor** : The successful tenderer to whom the work is awarded shall become the contractor for the execution of this work.
- 3.1.4 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.
- 3.1.5 The tenderer(s) can download the Bid document online from the website address <https://www.ireps.gov.in> as per the date & timing mentioned in SECTION –I of the bid document. Tender document are also available on DFCCIL’s official website i.e. [www.dfccil.com](http://www.dfccil.com).
- 3.1.6 Scope of Work as indicated in “Appendix to Tender”  
The scope given above is only indicative. The detailed scope has been described in the tender documents (Section 5, Special condition of contract).
- 3.1.7 Approximate Estimated cost of the work is as indicated in the “Appendix to Tender.”
- 3.1.8 Tenderers 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. In addition, the EMD of such tenderer shall be forfeited. The decision of Employer in this respect shall be final and binding.
- 3.1.9 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 and EMD of all such tenderers shall stand forfeited.
- 3.1.10 Details of DFCCIL/DDU bank account for making payment by RTGS are mentioned in Appendix to Tender.

#### 3.2 Cost of Bidding

- 3.2.1 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.
- 3.2.2 Cost of tender document specified in SECTION –1 of the bid document is to be submitted/deposited online only through payment gateways on <https://www.ireps.gov.in> , before the scheduled date and time of submission of the tender.

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

### **3.3 The Bidding Documents**

- 3.3.1 **Content of bidding documents submitted through online mode only** The bidding documents include the following:

Form of Bid (Forwarding letter)  
Section 1, Notice Inviting Tender  
Section 2, Appendix to tender  
Section 3, Instructions to tenderers  
Section 4, General Conditions of Contract IR GCC 2022  
Section 5, Special Conditions of Contract  
Section 6, Financial bid and Bill of Quantities  
Annexures

- 3.3.2 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 bidders' risk and may result in rejection of his bid.

### **3.4 Understanding and Amendment of Tender Documents**

- 3.4.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- 3.4.2 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.
- 3.4.3 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.
- 3.4.4 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

### **3.5 Preparation of the Bids**

- 3.5.1 Language **of Bid**

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

### **3.6 Signing of All Bid papers and Completing Bill of Quantities**

- 3.6.1 The tenderer must ensure that tender documents shall be submitted on line through class 3 Digital Signature only.

#### **Technical bid**

- 3.6.2 In technical bid, all the pages of the tender documents (except Bill of Quantities) uploaded by tenderer shall be digitally signed and stamped by the tenderer or his representative holding the Power of Attorney. This tender is single bid, two packet system, **please ensure no financial offer to be uploaded with the document required for technical offer.** The tenderer shall not make any addition or alteration in the tender documents.

- 3.6.3 The proposal shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or person who sign(s) the proposal.

#### **Financial bid**

- 3.6.4 In financial bid, while filling up the rates in the Bill of Quantities, tenderer shall ensure to fill each schedule A, B, and C separately.

For Schedule-A: The minimum service charges to be quoted by the tenderer shall be 3.0% (Three percentage). Offers below 3% of the advertised schedule value shall be summarily rejected/ not considered.

- 3.6.5 The tenderer must fill and submit the prices as per instructions given in schedule of rates. If a tenderer does not quote a price/rate as per instructions, his tender shall be summarily rejected.

### **3.7 Deviations**

- 3.7.1 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.

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

### **3.8 Transfer of tender documents**

- 3.8.1 Transfer of tender documents purchased by one intending tenderer to another tenderer is not permissible. Tenderer can submit tender only on the documents purchased by him. A firm shall submit only one offer against the E-Tender. In case, a firm submits more than one Tender, such a firm will be disqualified.

### **3.9 Earnest Money (Bid Security)**

- 3.9.1 The tenderer must furnish the Earnest Money as indicated in "Appendix to Tender" for the work as specified, failing which the tender shall be summarily rejected. **The**

**Earnest Money shall be deposited on line through IREPS portal. Bank Detail are mentioned in Appendix to Tender. No other mode of payment for EMD & Tender document fees will be accepted.**

No interest shall be allowed on Earnest Money Deposit.

### **3.10 Forfeiture of Earnest Money:**

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

### **3.11 Return of Earnest Money:**

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

### **3.12 Period of validity of the tender:**

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

### **3.13 Submission of Bids**

#### **Deadline for submission of tender**

- 3.13.1 The tender documents shall be submitted in online mode as mentioned in Section-1 of NIT, two packet viz. containing Technical offer and financial offer along with necessary documents like scanned copy of EMD & scanned copy of RTGS receipt, duly indicating UTR number should be uploaded online along with the

sign and stamp tender copy as token of acceptance all conditions mentioned in tender document & corrigendum issued (if any). Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in “**Technical offer**”. Bill of Quantities with rates duly filled in are to be uploaded in “**Financial offer**”. **Bids are required to be submitted only by online mode. The prices to be filled through IREPS.**

3.13.2 A tender received without on line to Employer is liable to be rejected.

3.13.3 Original EMD & tender document fees received after opening of the tender shall be rejected.

### **3.14 Withdrawal of tender**

3.14.1 No tender can be withdrawn after submission and during tender validity period. Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

### **3.15 Submission of tender/bid:-**

3.15.1 All Tenders shall be submitted through online mode only at [www.ireps.gov.in](http://www.ireps.gov.in). Tenders submitted by any other mode will not be accepted.

3.15.2 Tenderer(s) have to quote percentage above or below the rates given for each schedule. This percentage will be applicable for all the items in that schedule.

3.15.3 Rates are inclusive of labour, material, all statutory taxes and obligations of Central Govt. and State Govt. / local bodies as applicable at the time of the opening of the tender, unless otherwise specified separately in this tender document. The Tender prices shall be in Indian rupees only.

3.15.4 Taxes, if any, levied after opening of the tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General Conditions of Contract & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet to be referred for further details.

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

3.15.6 The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned in **Section -1 of NIT** and the following:

#### **Technical Bid**

- a) Forwarding letter of the tenderer.
- b) Documents to be submitted as per checklist of documents along with tender document and corrigendum (if any).
- c) Scanned copy of Earnest Money Deposit & tender document fees.

#### **Financial Bid**

- a) Schedule of approximate quantities & Rate quoted through on line mode as mentioned in section 6.
- 3.15.7 Tender fee needs to be submitted online only before the last date and time as mentioned in the NIT of the Sign. of Tenderer(s)

tender document & proof of transition along with transaction ID to be scanned & uploaded along with Tender document.

- 3.15.8 A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the later shall prevail and shall be binding on the Tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also be prepared on the basis of master document kept in the office of tender inviting authority.

### **3.16 Bid opening and Evaluation after Opening of the tender**

- 3.16.1 Tenders will be opened on line at the address mentioned in "Notice Inviting Tender" in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders. The sequence of opening shall be :-
- i) Earnest Money Deposit(Bid Security)
  - ii) Technical Bid. (First Packet)
  - iii) Financial Bid. (Second packet)
- 3.16.2 Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.
- 3.16.3 Tenderer's name, presence or absence of requisite Earnest Money, 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.

### **3.17 Clarification of the tenders**

- 3.17.1 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.

### **3.18 Preliminary examination of bids**

- 3.18.1 The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- 3.18.2 Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.
- 3.18.3 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.

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

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

### **3.19 Evaluation and comparison of tenders**

3.19.1 In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in **Eligibility Criteria" and as given in Annexure-a of Notice Inviting E-Tender**. 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.

3.19.2 The tender shall normally be opened on the stipulated closing date, after the stipulated opening time. In case the closing date falls on a holiday, the tender shall be opened on the next working day. However, due to unavoidable reasons, the tender may not be opened on the stipulated closing date, and may be opened on a later date. However, no revision or modification of the offer shall be allowed after the closing date and time, even if there is any delay in the tender opening.

3.19.3 The Employer/Engineer 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.

### **3.20 Canvassing**

3.20.1 No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected. If the Tenderer(s) deliberately gives/ give wrong information in his / their tender or creates / create circumstances for the acceptance of his/ their tender, the DFCCIL reserves the right to reject such tender at any stage.

### **3.21 Right to accept any tender or reject all tenders**

Sign. of Tenderer(s)

Page 24 of 91  
ITT

  
E-TCGM/DDU



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

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/Engineer shall deem such tender as invalid.

### **3.22 Award of Contract**

- 3.22.1 Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer/Engineer and the contractor till such time the contract agreement is signed.
- 3.22.2 If the Tenderer(s) - whether a sole proprietor, a limited company or a partnership firm - want to act through agent or individual partner/partners, he/they should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public, or by Magistrate in favor of the specific person whether he/they be partner/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration
- 3.22.3 The Tenderer(s)/s whose tender is accepted will be required to appear at the office of the Chief General Manager, as mentioned in Appendix to Tender, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the work with planning within 7 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Earnest Money accompanying the tender shall stand forfeited

### **3.23 CONFIDENTIALITY**

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

### **3.24 CHECK LIST**

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

## 4.0 SECTION GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT refer to Indian Railway GCC 2022 along with correction slips as on date is an integral part of the Tender and contract, which is already available in Railway Board web site.

### 4.1 DEFINITIONS

Unless excluded by or repugnant to the context:

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

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

## 5.0 SECTION

### **SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS**

**Name of work:** Signal & Telecom maintenance work including supply of minor spares and hiring of manpower & maintenance vehicles for New ERC/DDU to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section of Eastern Dedicated Freight Corridor(EDFC) for **Two year**.

#### **5.1. INTRODUCTION: -**

5.1.1 Dedicated Freight Corporation of India Limited (DFCCIL) is a Public Sector Undertaking under the administrative control of Government of India (Ministry of Railways) for construction, maintenance and operation of the Dedicated Rail Freight Corridors.

5.1.2 **Description of Section** –The section under the ambit of this tender runs through 07 stations between DDUN (**Ex**) to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section located in the states of Uttar Pradesh and Bihar. It has a route length of approximately 136 km. To cater to the operation and maintenance activities of the section, there are 01 IMDs and 02 IMSDs - strategically placed along the way. The Operation Control Centre (OCC) is located at Prayagraj (Allahabad). The deployment of contractor's staff and execution of all other scheduled work will be generally over - but not limited to - the terrain indicated above.

The prospective bidders in their own interest may approach DFCCIL DDU unit to get access to the section under the ambit of this tender so that they may familiarize themselves with the terrain and the system installed before bidding.

#### **5.2. PARTNERSHIP DEED / JV**

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

5.2.2 JV shall be govern as per section 1 (NIT)

#### **5.3. DETAILED SCOPE OF WORK**

5.3.1 **The scope of work under the name: 'Signal & Telecom maintenance work including supply of minor spares and hiring of manpower & maintenance vehicles for DDUN (Ex) to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section of Eastern Dedicated Freight Corridor(EDFC) for Two year.'** includes the following:-

**A. For Schedule items at Sr. No. 01 to 03 (Section-6 “Schedule A- Manpower”)**

5.3.2 **For Item at Sr. no. 01 to 03:** The Contractor/agency shall provide the MTS/Helper, Fitters, Telecom Maintainer and Wiremen between DDUN (Ex) to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section & IMD’s/IMSD’s of EDFC or at any other office/site of DFCCIL as required, at the agreed rates and terms & conditions. The detailed scope of services, skills/experience and the tentative number of outsourced personnel required and their tentative deployment is given at **Annexure-A, B & C** respectively of the Bid document.

5.3.3 The Contractor shall ensure to take all safety measures during the execution of the work and shall work under supervision of DFCCIL S&T staff of minimum Jr. Executive Level.

5.3.4 It shall be the responsibility of the Contractor/Agency to verify the qualification and experience of the outsourced manpower deployed for the job as per **Annexure-B**. Candidates will be examined for performing the defined functions by DFCCIL and DFCCIL reserves the rights to verify and check the credentials and qualification of the outsourced personnel deployed by the Contractor. If during the course of engagement of any hired manpower, it comes to notice that he/she has misrepresented the fact about his/her qualification/ experience, the Contractor will have to terminate the service of such staff immediately and shall provide suitable replacement within 07 days’ time.

**B. For Schedule items at Sr. No. 01 to 25 (Section-6 “Schedule B-Specified Work”)**

5.3.5 Scheduled Maintenance for item at **Sr. no. 24 & 25**: shall be carried out as per **Annexure-D** and tentative deployment of minimum maintenance staff is given at this Tender Document as per **Annexure-E** under the Supervision and Instructions of DFC staff.

5.3.6 To carry out the work on “**as & when required basis**” for Schedule items at Sr. no. 1 to 25, detailed in Section-6 “Schedule of Quantities & Rate” of this Tender document with additional manpower (either Gang/ Manpower) from above mentioned schedule A as per the requirement of site work and satisfaction of engineer at site.

5.3.7 The work shall be executed at 07 EDFC Stations, 07 Auto Signalling Sections & 04 IR Connecting lines in a total stretch of approximately 136.5Km under the Jurisdiction of CGM/DDU as per requirement/instruction of DFCCIL site-in-charge.

5.3.8 Tentative Locations where the work need to be executed on “as & when required basis” is tabulated below including OCC:-

| SN | Station        | Station Code | State |
|----|----------------|--------------|-------|
| 1  | New Ganjkhwaja | GAQN         | U.P   |
| 2  | New Durgauti   | DGON         | Bihar |
| 3  | New Kudra      | KTQN         | Bihar |
| 4  | New Karwandiya | KWDN         | Bihar |

| SN | Station           | Station Code | State |
|----|-------------------|--------------|-------|
| 5  | New Sonnagar Link | SEBL         | Bihar |
| 6  | New Sonnagar      | SEBN         | Bihar |
| 7  | New Chirailapathu | CPBN         | Bihar |

- 5.3.9 The work shall be done as per instruction issued by DFCCIL site-in-charge. DFCCIL's SSOD (Standard Schedule of Dimensions) shall be followed to avoid any infringement during execution of work at the site.
- 5.3.10 The Contractor shall ensure the safety of existing assets like cables etc. during the activities like trenching, cable laying etc. and if, any of the existing cables gets damaged during the work, the repairing /replacement of the same shall be done by the Contractor at his own cost.
- 5.3.11 The Contractor shall ensure to take all safety measures during the execution of the work.
- 5.3.12 The Contractor shall arrange the space for storage & inspection of the material at his own cost (except RDSO inspection) or request DFCCIL to allot the space at any of the EDFC stations/IMD/IMSD given in para 5.3.8 above. RDSO inspection charges will be reimbursed by DFCCIL on production of documentary evidence for the same. However, responsibility regarding safety & security of the stored material shall vest with the Contractor only.
- 5.3.13 Equipment/material in the schedule where RDSO/IS specification has not been stipulated, shall be procured from manufacturers of repute/ their authorized dealers/ approved source.
- 5.3.14 All the materials to be supplied by the Contractor need to be at the nominated work sites as required and instructed by DFCCIL site-in-charge. The loading, unloading and transportation of these materials to the site of work will have to be done by the Contractor at its own cost. The security of the material brought to the site of work will remain with the Contractor till the material is taken over or duly erected and accepted by the DFCCIL.
- 5.3.15 All the material and workmanship to be used in this work shall be of extremely good quality, reputed make and shall have appropriate class in every respect and is expected to give trouble free service. DFCCIL shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship or otherwise not in accordance with the Specification and the DFCCIL's decision shall be final, even though they might have been inspected by RDSO/RITES as per RDSO guidelines. The Contractor shall remove forthwith any such material rejected and replace them promptly at his own cost.
- 5.3.16 Approved Design/Drawings shall be made available to the successful tenderer on request, to identify the location of existing S&T cables and other equipment, wherever required, during the execution of work like trenching/laying/connection of Power Cables and earthing through BEC etc. at the site as per requirement, so as to ensure that no damage is done to healthy cables and other S&T gears/equipment. DFC representative shall assist the successful tenderer to interpret the drawings and specifications.



- 5.3.17 After the issue of the Acceptance letter, the successful tenderer shall inform the concerned Dy.PM/APM/ JPM or Officer-in-charge (S&T) of DFCCIL as per their respective jurisdiction, prior to starting any execution of work at any location.
- 5.3.18 Before carrying out the digging, trenching or any other earth related works, the Contractor shall ensure to locate & safeguard the known and unknown underground utilities by using a pre-approved scanning Equipment. The Equipment to be used for scanning shall be got approved from DFCCIL.
- 5.3.19 Following officials shall be the Jurisdiction wise Site-in-charge of work for inspection of material, certification of execution of work. Filling of the measurement book issued by DFCCIL shall be the responsibility of Executive/Sr. Executive/S&T nominated by the following officers, which further has to be certified by the concerned JPM/APM/Dy.PM/S&T. Jurisdiction of official will be informed at the time of commencement of contract.

**C. For Schedule items at Sr. No. 01 to 02 (Section-6 “Schedule C-Hiring of Vehicles”)**

- 5.3.20 The contractor will be required to provide stipulated quantities of specified field vehicles for stipulated time duration in perfect condition along with drivers to DFCCIL on hiring basis. (As per SECTION –6)
- 5.3.21 Vehicles for the use of Maintenance of S&T department's Equipment/Gears/Assets, transportation of men/material and other related works under the DFCCIL officials at DFCCIL stations, Block Sections, IR Connecting lines under the jurisdiction of CGM/DDU. Headquarter of vehicle may be changed as per requirement of DFCCIL.
- 5.3.22 The quantities of field vehicles stipulated in schedule are approximate, for general guidance and may vary as per actual requirement.
- 5.3.23 The normal area of duty of the vehicle will cover the entire States of U.P & Bihar.
- 5.3.24 Vehicles under schedule item 1(a) of Section 6 of this tender document shall be utilized for 24x7 days a week. No rest, no weekly off and no holidays will be given to the vehicle. Contractor has to arrange at sufficient drivers for Shift wise duty accordingly. In case of servicing/ repair, replacement, substitute vehicle is to be arranged by the Contractor along with the driver at no additional cost. The vehicles will solely be available for DFCCIL duty.
- 5.3.25 Further, it can be called at any time round the clock as per requirement of DFCCIL, with prior intimation to the driver/contractor. In case of servicing/ repair, replacement, substitute vehicle is to be arranged by the Contractor along with the driver at no additional cost. The vehicle will solely be available for DFCCIL duty.
- 5.3.26 Any delay in reporting will be considered as absence for the day.
- 5.3.27 Nominated place may be changed as and when required.
- 5.3.28 Contractor should provide 24 hours contact number where change in timing/ place can be informed in advance.

- 5.3.29 Contractor/ driver shall have to maintain log book .Official in charge which shall have to be filled daily and presented to DFCCIL's authorized representative for signature. (Timing and kilometer reading shall be noted every day at the time of reporting at nominated place and release from same place.)
- 5.3.30 DFCCIL may provide open parking space but parking shall be purely at Contractor's responsibility and risk.
- 5.3.31 Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.
- 5.3.32 All other charges of Central Government/State Government or any other authorities, if any are to be included by the tenderer in his BID.
- 5.3.33 During the currency of contract, vehicle cannot be used by the Contractor/ Driver for any other purpose except for DFCCIL. If the agency is found using the vehicle for any other purpose, for each such incident, he will be penalized as per clause 5.7 of the tender document and other suitable action(s) may be taken against the agency as per the tender document.
- 5.3.34 Contractor shall have to submit certificate that payment of drivers till last month has been cleared.
- 5.3.35 Vehicle provided will run for two years so “vehicle should be manufactured in year 2022 or later” and should be in good condition and shall use diesel only as fuel with proper entries in RC book. It shall have road passing as per description of schedule items. The seats shall have two sets of white cloth covers
- 5.3.36 The vehicles shall strictly comply with the provisions of pollution control, statutory regulation issued by State Transport Authorities/ Central Govt./other authorities etc. from time to time. Contractor shall ensure that the vehicles must have all relevant documents like Registration Certificate/Driving license/Insurance Cover/Road Tax Receipt /Permit, Pollution certificate etc. Driver shall be able to produce the documents as and when requisitioned from him. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Contractor/agency. All vehicles provided should be commercially registered with State Transport Authorities.
- 5.3.37 No change of vehicle(s) will be allowed normally without the prior permission of DFCCIL. In case of non-availability of the regularly arranged vehicles, the contractor may provide another vehicle, even owned by others, of class same or higher, with prior permission of DFCCIL official, which DFCCIL official in its absolute discretion may or may not grant.
- 5.3.38 All the Vehicle(s) shall always carry first aid box and mandatory spares vis. Tool box/Kit, Fuses, Spark plugs, fan belts, fire extinguisher, spare tyres, Mobile charger with multi point etc.
- 5.3.39 Vehicle provided shall be maintained in a very good working condition and at any point of time should have sufficient quantity of fuel.



- 5.3.40 All kinds of repairs/maintenance costs, charges of fuels, oil, lubricant, mobile phone charges, fee towards licenses/registration taxes, challans, salary/overtime of the driver, insurance premium etc. are responsibility of the contractor and shall be borne by the contractor all along the contract duration.
- 5.3.41 If the vehicle does not report at the requisitioned time or is not found in good condition, the vehicle may be rejected and sent back. Besides, receiving no payment for such rejected vehicles(s), the contractor/agency will become liable for action under terms and conditions of the contract. DFCCIL will be entitled to hire any vehicle on that day for use and amount thus incurred shall be recovered from the bills of the contractor.
- 5.3.42 In case of breakdown of the vehicle, the contractor shall provide the replacement, failing which the concerned DFCCIL officials will be entitled to hire any similar vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.
- 5.3.43 Good quality seat covers and curtains shall be provided and the same will be regularly cleaned by the contractor at his own cost. Vehicle will be kept properly cleaned daily.
- 5.3.44 Vehicle shall be used on any type of road i.e. Kachha / Pucca including along the railway track as per direction of official using the vehicle.
- 5.3.45 If a vehicle is out of order or under schedule maintenance, an alternative vehicle with same or superior class should be made available. The entry for such a vehicle shall be made in the log book maintained by driver which shall be duly signed by the user /officials.
- 5.3.46 Drivers deployed by the contractor shall be skilled, uniformed, well behaved, holding valid driving license and capable of undertaking minor repairs of vehicles. Drivers shall have the adequate knowledge of routes in the district of U.P & Bihar falling under DDU unit jurisdiction. All the papers for vehicle like Registration papers, insurance papers, Pollution Certificate, Certificate toward payment of road tax etc. shall be readily available with driver.
- 5.3.47 The contractor shall provide mobile phone in perfect working condition to himself and drivers of the vehicles. The mobile phone shall be kept working for 24 hrs. No separate payment shall be made by DFCCIL for the mobile phones. Contractor should also give all information and photo identity of the driver containing his address details etc. along with the character certificate of driver duly signed by proper authority.
- 5.3.48 The Drivers shall abide by the rules laid down by Transport Authority/ Motor Licensing Authority or any Authority relevant to the subject and shall always strictly follow the Traffic Rules and regulations so as to ensure safety of the passengers. Any challan/penalty imposed on the driver will be borne by the contractor/service provider. In case of any accident, all the claims arising out of it will be met by the Contractor/service provider.
- 5.3.49 Punctuality in attendance and disciplined behavior are of utmost importance for the driver. In case driver is not found to the satisfaction of DFCC officials/officers the same shall be changed

by the contractor failing which a driver from the market would be arranged by the DFCC and double the stipulated salary shall be charged from the contractor.

- 5.3.50 DFCCIL will not provide any accommodation to driver. Contractor/ driver himself shall arrange Boarding/Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor/service provider for housing of driver and parking of the vehicle(s) so that the same is available at short notice.
- 5.3.51 Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extent labour laws for which no extra payment will be made.
- 5.3.52 **Confidentiality Clauses:** - The Contractor/Agency and his personnel shall not, either during the term or after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the DFCCIL's business or operations without the prior written consent of the DFCCIL.
- 5.3.53 If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 7 days to the Contractor to take necessary action to improve the performance of outsourced personnel and if the performance does not improve even after 7 days of such communication, the Contractor shall provide additional list of eligible/ suitable candidates for replacement to DFCCIL within 07 days' time, failing which the remuneration for delayed period in respect of such person will be deducted from amount due to firm/ agency.
- 5.3.54 The Contractor/Agency/firm shall be liable for and pay salaries and shall also undertake to comply with all statutory liabilities like PF, Compensation etc. including payment/ contribution towards all statutory dues connected and/or related to the employment of the deputed sent to DFCCIL and shall keep the DFCCIL indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirement and subject to deduction of any tax or other amounts as required by law or as provided herein.
- 5.3.55 The Contractor shall make disbursement of salary to the outsourced personnel in various categories, keeping in view the Minimum wages Act 1948 and other relevant Acts and provisions under Labour Laws. The copy of the payment scroll/ bank statement shall be submitted to DFCCIL with next bill as proof of such compliance.
- 5.3.56 The age of manpower deployed by the agency shall not exceed 55 year at any time throughout the contractual period, except up to 65 years in case when retired S&T Personnel from Railways/PSUs is engaged.
- 5.3.57 Police verification for background check of outsource staff/driver is required to be done by the agency.
- 5.3.58 The contractor shall ensure that the outsource staff/driver deployed for performing the duties shall not be in drunken or intoxicated state. If Driver is found in drunken or intoxicated state, he will be treated as absent from duty and he will be summarily removed from this job. Decision of

DFCCIL in this respect shall be final and binding on the contractor.

- 5.3.59 The normal area of duty of the outsourced manpower/staff/driver shall cover the entire Jurisdiction of DFCCIL/DDU unit & OCC PYRJ.
- 5.3.60 The Contractor shall be subject to providing the agreed services to the satisfaction of DFCCIL. In case the services of the Contractor are not found satisfactory, the same can be terminated by DFCCIL on serving of a notice of one month.
- 5.3.61 The Contractor shall not terminate the services of hired manpower/staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Contractor, such action should be taken only with approval of DFCCIL.

#### 5.4. TIME SCHEDULE

- 5.4.1 The work shall be completed as per appendix to tender from the date of issue of LOA (Letter of Acceptance). The outsourced manpower/staff shall be engaged initially for a period mentioned in appendix to tender. The Contractor shall be expected to mobilize and engage outsourced manpower/staff immediately after receipt of "Letter of Acceptance".

#### 5.5. RATES

- 5.5.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 5.5.2 All statutory taxes including GST and liabilities levied / leviable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.
- 5.5.3 GST as admissible shall be paid as applicable on submission of proof of depositing the same by the contractor to concerned Govt. authority. Any modification in tax provision in future by Govt. will be binding on contractor & DFCCIL.
- 5.5.4 **The tenderer has to quote for each schedule separately.** For all the Schedule items detailed in Section-6 of the Tender document, **the rates are inclusive of all taxes including GST.**
- 5.5.5 For Schedule-A : The minimum service charges to be quoted by the tenderer shall be 3.0% (Three percentage). Offers below 3% of the advertised schedule value shall be summarily rejected.
- 5.5.6 For Schedule A&B&C items in Section-6 of the Tender document, GST, as admissible shall be paid only on submission of proof of depositing the same to the concerned Govt. Authority. Any modification in tax provision in future by Govt. will be binding on the contractor and DFCCIL with immediate effect.
- 5.5.7 The agency / service provider / Contractor shall ensure contribution of required statutory minimum amount towards EPF (Employer and Employee's Contribution) and ESI for each person deployed of wherever applicable.
- 5.5.8 For Schedule-A: Manpower under Section-6 of the Tender document. In case of any statutory increase in the wages of labour in accordance with the Minimum wages' notification issued by the appropriate authority under the Minimum Wages Act from time to time after submission of the

tender, payment of minimum wages to the personnel deployed by the Contractor/Agency should be revised accordingly and the Contractor/Agency shall take care of all such notifications. DFCCIL will liable for payment against any such statutory increase in the wages and revise of the schedule A accordingly. The Contractor should keep this fact in mind while quoting the rate against the Schedule items of Section-6 (Schedule of Approximate Quantities & Rate). As on date the prevailing notification of Government of India, Ministry of Labour & Employment, Office of the Chief labour Commissioner (C) New Delhi for minimum wages (for various category of workers) is effective.

**5.6. PERFORMANCE GUARANTEE (P.G)**

5.6.1 On acceptance of tender, the successful Tenderer(s) shall have to submit Performance Guarantee in favour of CGM/DDU, DFCCIL as per IR GCC 2022.

**5.7. SECURITY DEPOSIT**

5.7.1 The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the Security Deposit, This contract will be governed by relevant clauses of the IR General Conditions of Contract 2022 issued.

**5.8. PAYMENT TERMS:-**

**A. For Schedule items at Sr. No. 01 to 03 (Section-6 “Schedule A- Manpower”):**

5.8.1 Payment shall be made on monthly basis for successful deployment of required number of outsourced manpower in requisite category as detailed in schedule items at Sr. No. 01 to 03, of Section-6 (Schedule A-Manpower), at the accepted rate. Further, On-account payment will be permitted after submission of bill & filling of Measurement Book issued by DFCCIL, certification of the site-in-charge for satisfactory work done by the Outsourced staff deployed at the site against the Scheduled Maintenance planned. The lump sum amount payable by DFCCIL to the Service Provider shall include the remuneration payable to the outsourced person besides the margin/commission payable to the Contractor.

5.8.2 For Sr. no. 01,02 & 03, if hired outsource staff is required to be sent outside the headquarter for any official works then in this case only ordinary fare will be paid only on production of original journey fare of Bus/Train dully certified by DFC representative. No extra TA/DA will be paid for any outward journey.

5.8.3 The aforesaid consideration will be paid by DFCCIL to the Contractor, against monthly invoices raised at the end of each month, by the Contractor in duplicate within 15 days.

5.8.4 Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL. The Contractor will not claim any compensation on account of same and will be paid as per actual Manpower deployed and rates accepted for the tender.

5.8.5 The Contractor shall make actual disbursement of salary to the outsourced personnel in various categories as per terms & conditions of bid. The service provider shall provide documentary

evidence to the satisfaction of DFCCIL against submission of statutory payments with appropriate authority.

- 5.8.6 The Contractor will ensure that before raising the bill on DFCCIL for the service rendered by outsourced persons, the fee payable to outsourced person is paid on or before the 5th day of the following month and a proof of payment shall be annexed to the monthly bill.
- 5.8.7 In case the Contractor fails to pay the outsourced person within the above time frame, the rate of penalty shall be imposed on payment of Agency's monthly payment as under: -
- i) For payment to the outsourced person within 10<sup>th</sup> of the following month – **Nil**
  - ii) For payment to the outsourced person after 10<sup>th</sup> and up to 20<sup>th</sup> of the following month – **2% of the delayed payment or Rs. 2500/-whichever is higher.**
  - iii) For payment to the outsourced person after 20<sup>th</sup> and up to 30<sup>th</sup> of the following month – **10% of the delayed payment or Rs.5000/- whichever is higher.**
- 5.8.8 The outsourced personnel should be in proper uniform & Safety PPE Kit if required. The Service Provider will provide at least one set of jackets, safety shoes and helmets)
- 5.8.9 The staff deployed by the contractor shall have their own Tools and Measuring Instruments such as Multi-meter, Clamp Meters, Screw Drivers, Pliers, Spanners, Tommy bar etc. required to carry out the work at the site.
- 5.8.10 DFCCIL may provide Tools & Plants including specialized tools and plants at the request of the service provider in case of emergency or special situation. In case of damage/theft of Tools & Plant so provided, cost as determined with due depreciation factor by DFCCIL will be recovered from the Contractor. Cost of T&P and depreciation factor will be communicated to the service provider at the time of issuing of the same.

**B. For Schedule items at Sr. No. 1 to 25 (Section-6 “Schedule B-Specified Work”):**

- 5.8.11 Payment shall be made on monthly basis for successful execution of work against the schedule items at Sr. No. 1 to 25, detailed in Section-6 (**Schedule B-Specified Work**) at the accepted rate. Further, On-account payment will be permitted after submission of bill, certification of work by site-in-charge, filling of Measurement Book issued by DFCCIL and acceptable to the DFCCIL/DDU.

**C. For Schedule items at Sr. No. 01 to 03 (Section-6 “Schedule C-Hiring of Vehicles”):**

- 5.8.12 No advance payment shall be made under any circumstances. Payment of hiring charges will be made once in a month on submission of bill and after the due verification of log book as necessary by the DFCCIL official.
- 5.8.13 The contractor/ agency shall submit bills, in duplicate, to the Chief General Manager/DFCCIL/DDU office along with the log book for the period. Bills having pen through and over-writing shall not be entertained unless authenticated by the user.
- 5.8.14 TDS as applicable shall be deducted from the bills of the contractor/ agency.

- 5.8.15 Rates are inclusive of all running maintenance & repair expenses, fuel, lubricants and any other consumables etc required from time to time, all statutory provisions, all taxes including road tax, duties, incidental charges, charges for inspection certificate, penalties etc. as imposed by Central/State/Local Government bodies for running of vehicles, salary and other benefits admissible to driver. Nothing extra over and above the accepted rates shall be payable, unless otherwise specified separately in the tender document. However, toll tax, Interstate tax/ state entry tax/octroi tax (except UP/ Bihar), parking charges on tour will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.

**5.9. MODUS OPERANDI FOR ENGAGEMENT (For For Schedule items at Sr. No. 01 to 03 (Section-6 “Schedule A- Manpower”): -**

- 5.9.1 The Successful Tenderer shall provide the list of shortlisted eligible/ suitable candidates to DFCCIL. Screening of candidate will be carried out by DFCCIL for suitability of works as prescribed in Annexure-A & B & C and only suitable candidates will be allowed for deployment.
- 5.9.2 Manpower/Personnel provided in requisite category should possess the minimum qualification and working experience as detailed in **Annexure-A**.
- 5.9.3 In no way what so ever the relationship of employer and employee shall be established and entertained between the DFCCIL and the outsourced personnel engaged by the Contractor. The Contractor shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 5.9.4 The Contractor alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Contractor for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Contractor and the Contractor shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 5.9.5 The Contractor shall maintain all registers required under various Acts, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 5.9.6 The attendance rolls for the personnel deployed by the Contractor at the sites of DFCCIL shall be provided by the Contractor and it shall be monitored by the Contractor. These attendance rolls shall be signed by the authorized representative of Contractor who shall get it verified by the designated officer of DFCCIL.
- 5.9.7 Notwithstanding anything herein contained, the Contractor will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Contractor or of any persons deployed by it pursuant to the Contract.
- 5.9.8 The Contractor must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.



5.9.9 The engagement of outsourced personnel shall be purely on temporary basis. The Contractor shall at all times make it absolutely clear to the outsourced personnel hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the Contractor and the staff in the circumstances provided herein above. The Contractor will have to provide suitable replacement acceptable to DFCCIL within 07 days' time.

**5.10. OBLIGATION OF THE CONTRACTOR**

5.10.1 The Contractor will, for the aforesaid purpose, continuously monitor the work done & services being rendered by it to ensure that these are up to the standards required by DFCCIL.

5.10.2 The consumable materials not limited to grease, cleaning cloth, dusters, dustbin, oil, lubrication wax, surface cleaners etc. are required during schedule maintenance /failures reasonability of contractor.

5.10.3 The Contractor shall comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.

5.10.4 Staff deployed should have the saving bank account and the Contractor/Service Provider has to ensure that the remuneration of staff should directly be credited to their respective bank account after completion of each month

5.10.5 Uncompromising Quality and Safety standards are considered as integral part of work carried out at all Work Sites of DFCCIL and therefore there will be Zero Tolerance towards non-compliance. Site activities require total compliance to safety procedures and guidelines as provided on I.R.GCC July-2022 or latest & as per IRPWM. Accordingly, at all work sites where contractor's personnel deployed, the work shall comply to Safety Procedures, Norms. for work.

5.10.6 The Contractor shall adhere to and comply with all the laws that may be applicable to them and will extend all the benefits/privileges as applicable to person engaged/Employed by them including that of PF, ESI, Workmen's Compensation Act, Bonus, Gratuity, Minimum Wages Act and leave, insurance etc. In case of any breach of any law, rules, notifications applicable to the employee of the Contractor, the Contractor alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent for discharging the obligations under this contract. The Contractor shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to DFCCIL regarding such compliance if necessary and required as per extent laws.

5.10.7 The Contractor shall decide the modus operandi as to engagement of manpower by them rendering proper and efficient services and to conform to the prescribed standards.

5.10.8 No relationship of employer and employee shall be entertained between the DFCCIL and the persons engaged by the Contractor. The Contractor shall ensure that all the persons employed by them should be efficient, skilled, honest and conversant with the nature of the work as

required.

- 5.10.9 The Contractor alone shall have right to take disciplinary action against any person(s) engaged/ employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Contractor for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Contractor and Contractor shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 5.10.10 The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules as amended up to date and shall comply with all terms and condition thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this contract.
- 5.10.11 The Contractor shall maintain all registers required under various Acts, which may be inspected by DFCCIL as well as the appropriate authorities at any time.
- 5.10.12 The attendance roll for the personnel deployed by the Contractor at the premises of DFCCIL shall be provided by the Contractor and it shall be monitored by the Contractor. The attendance roll shall be signed by the proprietor of the Contractor or his authorized representative daily who shall get it verified by the designated officer of DFCCIL.
- 5.10.13 DFCCIL reserves the right to increase/decrease the number of manpower under different categories depending on its requirement.
- 5.10.14 The outsourced personnel working at site should be in proper Safety Kit. The Contractor will provide at least one set of such safety PPE kit to each staff if required.
- 5.10.15 In case the outsourced personnel deployed by the Contractor is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
- 5.10.16 Notwithstanding anything herein contained, the Contractor will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Contractor or of any persons deployed by it pursuant to the contract.
- 5.10.17 The Contractor may be aware that the services similar to those covered by this contract are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
- 5.10.18 The Contractor must also be able to arrange for the replacement of the existing outsourced person, as per the instruction of DFCCIL.
- 5.10.19 The engagement of outsourced staff shall be purely on temporary and on contract basis. The Contractor shall at all times make it absolutely clear to the staff hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL.



Any staff hired for DFCCIL can be removed any time by giving notice to the Contractor and the staff in circumstances provided herein above. The Contractor will have to provide suitable replacement acceptable to DFCCIL within 7 days' time.

- 5.10.20 The services of the outsourced person engaged are liable to be transferred anywhere from one department to another and from one place to another without any extra remuneration, depending on exigencies of the work.
- 5.10.21 The outsourced person shall at all the time maintain absolute integrity and devotion to duty and conduct himself/ herself in a manner conducive to the best interests, credits and prestige of DFCCIL.
- 5.10.22 The Contractor shall ensure that complete confidentiality is maintained by it and all its outsourced persons with regard to all information relating to DFCCIL, its premises, clients business, assets, affairs and employees and that neither the Contractor nor its persons will any time divulge or make known to any third parties, any trust, accounts, matters of transactions whatsoever pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention.
- 5.10.23 The Contractor shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/ or arising out of the failure of the Contractor to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- 5.10.24 It is mandatory that Contractor provides adequate insurance cover to the outsourced persons for death, disabilities, sickness etc. DFCCIL shall not be liable to pay or bear any premium/ compensation at any stage in respect of Insurance made by the Contractor to cover the risk (death, disability, sickness).
- 5.10.25 The Contractor shall provide identity cards bearing the photographs to the all- outsourced persons deployed in DFCCIL at its own cost.
- 5.10.26 In case the outsourced personnel deployed by the Contractor is found to be involved in any illegal activities, he will be immediately replaced.
- 5.10.27 **Working Hours of hired staff** –The Successful Tenderer shall provide the requisite outsourced staff on all days of the month. The staff deployed by the contractor shall be available at designated places round the clock as per directions of the DFCCIL's representative.
- 5.10.28 In case, rest is to be given to any of the deployed staff, rest giver has to be provided by the Contractor well in advance at no additional cost. Further, prior information regarding change in staff (along with complete details of rest giver) should be given to concerned Dy.PM/S&T,APM ,JPM/S&T or Officer-in-charge (S&T) of the section.
- 5.10.29 All outsourced staff shall maintain Mobile Phone at their own cost.

- 5.10.30 The Contractor shall nominate a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that the optimal services of the persons deployed by the agency could be availed without any disruption. No extra payment will be made by DFCCIL on this account.
- 5.10.31 The age of outsourced manpower deployed by the agency shall not exceed 55 year at any time throughout the contractual period, except up to 65 years in case when retired S&T Personnel from Railways/PSUs is engaged.
- 5.10.32 Police verification for background check of outsource staff is obligation of contractor.
- 5.10.33 Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact nominated officer of DFCCIL DDU once a month to get a feedback on the services rendered by the contractor vis-a-vis corrective action required to make the services more efficient or any other related issues.
- 5.10.34 The contractor shall maintain at readily accessible place/site, First Aid appliances including adequate supply of sterilized cotton wool. The appliances shall be placed under the charge of a responsible person who shall be available during working hours.
- 5.10.35 Any damage, deterioration, loss caused to DFCCIL property due to negligence, carelessness on the part of the workmen employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, DFCCIL shall be within their rights to affect necessary recoveries from the Contractor's bill or through other means as per the law.
- 5.10.36 DFCCIL Administration shall not be responsible for any injury or loss of life or sickness of the workmen or of any individual involved in the contract (deployed by the agency/service provider/contractor) during the course of their duties or out of their duty hours. Any statutory liabilities which may arise shall be to the agency / contractor(s) / service provider's account.
- 5.10.37 The agency / service provider / contractor shall take out and keep in force a policy and policies of insurance against all liabilities and recognized risks in respect of accidents to persons employed by the contractor for the purpose of carrying out the works of this contract.
- 5.10.38 The agency / service provider /contractor should note this provision especially in respect of staff deployed by him and should take necessary insurance cover and safe guards against the recognized risks for his worker/staff. Any compensation to the staff because of accidents in their duties will be payable by the contractor to his workers/dependents.

## **5.11. QUANTITY VARIATION**

- 5.11.1 Quantity of variation will be dealt as per IR GCC 2022.

## **5.12. PENALTY**

- 5.12.1 Penalty for an amount of Rs. 50/- to Rs.2000/- depending on the nature of unsatisfactory work/service, will be deducted from the due amount in the following conditions:

- Absence of staff;
- Any undisciplined behavior by the staff;

- Discourteous behavior towards any officer or staff of DFCCIL;
- Not wearing proper Safety PPE Kit;
- Not carrying out the duties listed in the scope of work in a satisfactory manner;
- Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL.

**Penalty for some of the breaches in services will be as follows: -**

| S. No. | Type of Breach  | Amount (Rs.) of Penalty           |
|--------|---|-----------------------------------|
| 1.     | Any undisciplined behavior by the staff deployed by the Contractor.                       | Rs. 200/- per staff per instance  |
| 2.     | Staff not in proper PPE kit   | Rs. 50/- per staff per instance   |
| 3.     | Staff turns up late   | Rs. 50/- per staff per hour       |
| 4.     | (a) Failure to Provide Rest giver in case of Absence of Staff.                            | (a) Rs. 2000/- per staff per day  |
|        | (b) Failure to Provide Replacement of Staff with suitable staff within seven days.        | (b) Rs. 2500/- per staff per day  |
| 5.     | Failure in cleaning/dusting/wiping as instructed by Site Engineer/DFCCIL- representative. | Rs. 100/- per staff per instance. |
| 6.     | Damage to any asset or property of DFCCIL or officers and staff of DFCCIL.                | Rs. 1000/- per such incident.     |
| 7.     | Not Carrying out the work as detailed in the scope of work in a satisfactory manner.      | Rs. 500/- per such incident.      |

**NON-PERFORMANCE OF THE CONTRACT CONDITIONS-PENALTY For Schedule items -C Hiring of Vehicle under Section-6**

5.12.2 For non-performance on the part of contractor, apart from actions to be taken as per tender conditions, the Contractor is liable to be penalized as per the following:-

- In case the vehicle is not provided/vehicle not turned up for duty, any day, the vehicle will be marked absent and the contractor will be penalized Rs 2000 per day. Further, if vehicle/taxi is hired by DFCCIL in lieu of same, the cost of hiring of such vehicle/taxi shall be recovered from the bill of contractor.
- If the reporting of vehicle gets delayed by more than half an hour as per roster, the penalty will be imposed on the agency as under:- 1. If the vehicle is rejected by the DFCCIL, the vehicle will be marked absent and penalty will be imposed as per Clause 5.9.2 (a). 2. If the vehicle condition is rejected by the DFCCIL and vehicle/taxi is hired in lieu of same, the cost of hiring of such Vehicle/Taxi shall be recovered from the bill of agency apart from the vehicle will be marked

absent and penalty will be imposed as per Clause 5.9.2 (a).

c) If the reported vehicle is not found in neat & clean and perfect condition, the vehicle may be rejected and sent back and DFCCIL Official will have liberty to hire appropriate vehicle from the market at the cost of agency, which will be deducted from the bills.

d) If the vehicle is not having sufficient fuel and driver is also not provided with sufficient funds for refueling the vehicle and for completion of journey, the DFCCIL official will have option to either refuel the vehicle or hire a taxi at the cost of agency.

e) If the agency is found using the vehicle for any other purpose other than DFCCIL, for each such incident, he will be penalized for Rs 3000/- per each such incident.

f) If a vehicle is out of order or under schedule maintenance and if an alternative vehicle with same specification or higher specification has not been made available the vehicle will be marked absent and penalty will be imposed as per Clause 5.12.2 (a).

g) In case driver misbehaves or is not conversant with routes the vehicle will be marked absent and penalty will be imposed as per Clause 5.12.2 (a).

5.12.3 Apart from above, in case of non-provision of vehicle on any day, DFCCIL will be entitled to hire any vehicle on that day for use and amount thus incurred shall be recovered from the bills of the contractor.

5.12.4 In case of emergencies, if the driver shall not report for duty within 45 minutes even during his off hours, on call, failing which a penalty of Rs.200/- per 15 minutes will be imposed and deducted from bills.

5.12.5 On recurrence of any of above instances, DFCCIL shall also be at liberty to take action against the Contractor as it may deem fit, which besides invoking either whole or part of the Contract Performance Guarantee, may even lead to termination of the contract as per contract conditions.

5.12.6 In case of any dispute of any kind and in any respect whatsoever, the decision of **Chief General Manager/DDU** shall be final and binding.

### **5.13. Implementation of Integrity Pact in DFCCIL: -**

5.13.1 As per office memorandum no F.No DPE/13(12)/11-Fin Dated 09.09.2011 issued by Ministry of Heavy Industries (DPE) all PSU should enter into Integrity pact in the required Performa in their procurement transaction/ Contracts with suitable changes specific to the situation in which the pact is to be used. The pact, entering into which would be a preliminary qualification for any bidder, essentially envisages an agreement between the prospective vendors / bidders and the DFCCIL, committing the persons/ officials on both sides not to resort to any corrupt practices in any aspect / stage of the contract. The pact has to be implemented through a panel of independent external monitor who will review independently and objectively the compliance of the obligations by both the parties. As these IEM's are to be appointed by the CVC in consultation with the CVO and are being processed separately, a copy of pre contract integrity pact is enclosed at annexure - X for signature of bidder as acceptance, as and when Independent External monitor is appointed.

**5.14. Mandatory updation of Labour data on Railway's Shramikkalyan portal by Contractor.**

- 5.14.1 Contractor is to abide by the provision of mandatory updating of Labour data on Railway's Shramikkalyan as per IR GCC 2022.
- 5.14.2 While processing payment of any "On Account bill" or Final bill or release of 'Advances' or Performance Guarantee/Security deposit' contractor shall submit a certificate to 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](http://www.shramikkalyan.Indianrailways.gov.in) till.....month. year.

**5.15. Price Variation Clause (PVC)**

- 5.15.1 Price variation clause is not applicable for Schedule A.
- 5.15.2 Price variation is applicable for Schedule B as per IR GCC 2022.
- 5.15.3 Price variation is applicable for Schedule C as per increase in fuel charges Price variation on acceptable rates will be considered due to the increase/ decrease in the Price of the fuel in the manner as mentioned in below paragraph. Price of non-branded Diesel by Indian Oil Corporation Limited at Lucknow on the date of submission of tender will be considered as Base price for Price variation calculation. Price of Non-Branded Diesel by Indian Oil Corporation Limited for considering for price variation purpose shall be applicable on the last day of the calendar month only. The revision shall be effective for next billing cycle.
- i. In case of increase/ decrease in price of non-branded diesel (at Lucknow) is less than 10 % (at a time or with commutative effect) of the base price, no variation shall be applicable on the accepted rates.
- ii. In case of increase / decrease in the price of non-branded diesel (at Lucknow) for more than or equal to 10% (Ten) (at a time or with commutative effect) of the base price, price variation @ 2.5% for each 10%(Ten Percent) (Increase/ Decrease) of accepted financial offer will be effected for calculation of rate.

**5.16. LAWS AND REGULATIONS:**

- 5.16.1 Governing Law: This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.
- 5.16.2 Resolving the disputes: In case of disputes, between a Contractor and the field officers, regarding this tender, decision of DFCCIL, shall be the final and binding.

**5.17. PERMITS, FEES, TAXES & ROYALTIES**

- 5.17.1 Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes of Govt. including GST. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees unless otherwise specified in the tender. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor

and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

### **5.18. STATUTORY INCREASE IN DUTIES, TAXES ETC**

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

### **5.19. DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT CONDITIONS LEADING TO TERMINATION OF CONTRACT**

5.19.1 If the Firm/Contractor

- a) Becomes bankrupt or insolvent; or
- b) Makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors; or
- c) being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction); or
- d) Has execution levied on his goods or property or the works; or
- e) assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or Abandons the contract; or
- f) Persistently disregards instructions of the DFCCIL official or contravenes any provisions of the contract; or
- g) Fails to take steps to employ competent and / or additional staff and labour, or promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL; or
- h) Suppresses or gives wrong information while submitting the tender.

5.19.2 In any such case the DFCCIL may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the DFCCIL, the DFCCIL shall be entitled after giving 48 hours' notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

### **5.20. DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT**

5.20.1 The DFCCIL shall be entitled to determinate the contract, at any time, should, in the DFCCIL



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

## **5.21. LABOUR RULES**

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

## **5.22. COMPLIANCE OF VARIOUS ACTS:**

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

## **5.23. CHILD LABOUR (PROHIBITION AND REGULATION) ACT- 1986.**

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

## **5.24. SETTLEMENT OF DISPUTES**

5.24.1 All disputes of difference of any kind whatsoever that may arise in connection with or arising out of the contract or subject matter thereof, whether during the currency of contract or after their completion, whether before or after determination of contract shall be settled as under:

### **Mutual Settlement**

5.24.2 All such disputes or differences shall in the first place be referred by the Tenderer(s) to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation



etc. associating representatives from Both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

## **5.25. CONCILIATION/ARBITRATION**

- 5.25.1 It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties such disputes through mutual settlement.
- 5.25.2 If the Tenderer(s) is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Tenderer(s) may refer to the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
- 5.25.3 Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case the Employer decides to appoint a Sole Conciliator/ Sole Arbitrator, then a panel of at least three names will be sent to the Tenderer(s). Such persons may be working/ retired employees of the DFCCIL who had not been connected with the work. The Tenderer(s) shall suggest minimum Three names out of this panel for appointment of Sole Conciliator /Sole Arbitrator. The Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Tenderer(s).
- 5.25.4 In case, the Tenderer(s) opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Tenderers may refer to the Chief General Manager/DDU as Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Chief General Manager/DDU as Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 5.25.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory Modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 5.25.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 5.25.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator /

Arbitrator. The fees & other charges of Conciliator/Arbitrator shall be as per scales fixed by the Employer & shall be shared equally between the Employer & the Tenderer(s).

#### **5.26. SETTLEMENT THROUGH COURT**

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

#### **5.27. EXCEPTION**

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

#### **5.28. JURISDICTION OF COURTS**

Jurisdiction of courts for dispute resolution shall be Chandauli Distt (UP) only.

#### **5.29. MSME**

Public Procurement Policy for Micro and Small Enterprises (MSEs) is being followed. Participating MSE shall enclose with their offers the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:

- (i) District Industries Centers.
- (ii) Khadi and Village Industries Commission.
- (iii) Khadi and Village Industries Board.
- (iv) Coir Board.
- (v) National Small Industries Corporation.
- (vi) Directorate of Handicraft and Handloom.
- (vii) Any other body specified by Ministry of MSME.

The MSEs must also indicate the terminal validity date of their registration. MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs may be indicated and proof of same may be enclosed.

#### **5.30. Relevant Documents**

5.30.1 In events of a conflict between the GCC and the Special contract condition, the requirements of the Special contract condition prevail.

5.30.2 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:

1. The Contract Agreement.
2. Letter of Acceptance.
3. Forwarding letter
4. Appendix to tender

5. Notice Inviting Tender
6. Instructions to Tenderers
7. Bill of Quantities (BOQ)
8. Special Conditions of Contract
9. Annexures
10. General Conditions of Contract.

**Annexure-A**

For items at Sr. No. 01 & 03 of Schedule A- Manpower at Section-6 of this tender document, the scope of work/services is as follows:

The Contractor has to provide outsourced persons in various categories (As mentioned in Schedule A at Sr. No. 01 & 03 of schedule of quantities & rates (Section-6) of Tender Document). Following shall be the tentative duty list of different categories of Outsourced personnel required by DFCCIL:

**For items at Sr.No.01.02 &03 of Schedule A - Manpower at Section-6:****1.Skilled Manpower :**

1. Attention to Point Machine and Ground Connection for cleaning, oiling, tightening of nuts & bolts and maintenance under supervision of DFCCIL Staff.
2. Attention to level crossing booms for correcting alignment. repair & replacement.
3. Attention to location boxes for alignment & strengthening.
4. Attention to Wheel sensor and deflectors for tightening, alignment etc.
5. Attentions to axle counter TLJB for cleaning, alignment etc.
6. Attention to Signals/Shunt Signals for cleaning, alignment etc.
7. Checking safety adjustments/compliances/validations of all signalling gears.
8. Restoration works at the time of accident/ derailment.
9. Prompt attending of breakdown/ equipment failures as per instructions of DFCCIL Staff.
10. Any other work associated with maintenance of S&T Gears, assigned by DFCCIL site- In charge.

**2. Semi-Skilled Manpower:**

1. Cleaning of Signal Units, Location Boxes, TLJBs, and Point Machines etc.
2. Cleaning/Dusting of various Racks in SER, TER, ALHs & THs.
3. Attention to earthing pits and earthing at service buildings (Station/ALH/TH/ LC Gates).
4. Attention to earthing of location boxes and signals.
5. Visual Inspections and checking of loose connections.
6. Measurement of basic voltage/ current levels.
7. Observing the diagnostic indications in cards.
8. Cleaning of ALH/TH/Stations Signal /Te1ecom rooms and equipment including Air Conditioner.
9. Cleaning/ Maintenance of batteries at Stations/ALH/TH.
10. Cable jointing / OFC splicing

11. Transportation of Signal/Telecom material/equipment/Cables from IMD/IMSD to Site.
12. Loading, unloading & handling of materials.
13. Minor trenching/digging associated with attending faults/ restoration of faults/ cable faults etc.
14. Restoration works at the time of accident/ derailment. Prompt attending of breakdown/ equipment failures as per instructions of DFCCIL Staff.
15. Any other work associated with maintenance of S&T Gears, assigned by DFCCIL Site- in-charge.

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

1. Regular cleaning of equipment, installed at station, ALH, RH, LC gate etc.
2. Upkeeping of stores and associated loading, unloading and handling of material.
3. Staff will be utilized in attending S&T failure at night.
4. Helping in various kind of works at site, office etc.
5. Cleaning/Dusting of various Racks in SER, TER, ALHs & THs
6. Restoration works at the time of accident/ derailment.
7. Prompt attending of breakdown/ equipment failures as per instructions of DFCCIL Staff.
8. Any other work associated with maintenance of S&T Gears, assigned by DFCCIL Site- in-charge.

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

**Annexure-B**

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

**A. Skilled Manpower (Fitter and Wiremen) {Schedule-A: Manpower( under Section-6)}**

Total Manpower required in this Category: 25 Nos. (Fitter- 12Nos. + Wiremen-13Nos.). Tentative deployment details of this Category of Manpower is placed at **Annexure-C**.

**Minimum Educational Qualification/ Essential Experience: -**

1. Fitters: ITI or graduate /equivalent in relevant trade with minimum 2 years of field experience in Railway Signalling Point Installation works.
2. Wiremen: ITI or graduate /equivalent in relevant trade with minimum 2 years of experience in Railway/ Railway PSU Signaling Wiring Works.

**B. Semi Skilled Manpower Telecom (Technician/Cable Jointer) {Schedule-A: Manpower (under Section-6)}**

Total Manpower required in this Category: 06 Nos. (Technician- 06 Nos). Tentative deployment details of this Category of Manpower is placed at Annexure-C.

**Minimum Educational Qualification/ Essential Experience: -**

1. Technician: ITI or graduate /equivalent in electronics/ electronics & telecommunication with Minimum 2 years of field experience in Railway/Railway PSU telecom unit or in any reputed IT firm.
2. Should have basic knowledge in operation & maintenance of PCs/Laptop/Cameras/Switches, Printers/ Routers/Wi-Fi (Access Points)/Networking etc.

**C. Un-skilled Manpower (Multi-Tasking Staff/Helper) (For Schedule A-Hiring of Manpower Items at Sr. No. 3) under Section-6:**

Total Manpower required in this category: 25 Nos. Tentative deployment details of this category of Manpower is placed at Annexure - C

**Minimum Educational Qualification/ Essential Experience: -**

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

**Note: - 1**

1. All the staff deployed should be physically fit and have to submit medical fitness certificate duly issued by registered medical practitioner.
2. Further, the Contractor shall be responsible for ensuring good character and no criminal record of outsourced staff.
3. The Contractor has to submit the qualification and experience certificates of all the staff to be deployed in DFCCIL. Such staff will be tested by DFCCIL nominated officers for skill level and will

be allowed to deploy under the said work only after acceptance by the nominated official.

4. Safety and Protection items/ equipment e.g. Luminous Jackets, Helmets, Torch, Safety Shoes, Hand Gloves or any other safety item as per site requirement shall be provided to all the outsourced staff by the Contractor.



## Annexure-C

### CERTIFICATION OF FAMILIARISATION

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

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

| Sr. No.      | EDFC Station | IMD/IMSD | Skilled Staff |                                   | Semi-killed Staff | Un-skilled Staff |
|--------------|--------------|----------|---------------|-----------------------------------|-------------------|------------------|
|              |              |          | Fitters       | Telecom maintainer /Cable jointer |                   |                  |
| 1            | New ERC DDU  |          | 0             | 1                                 | 0                 | 1                |
| 2            | GAQN         |          | 2             | 2                                 | 1                 | 4                |
| 3            | DGON         | IMSD     | 2             | 2                                 | 1                 | 4                |
| 4            | KTQN         |          | 2             | 2                                 | 1                 | 4                |
| 5            | KWDN         | IMSD     | 2             | 2                                 | 1                 | 4                |
| 6            | SEBL         |          | 1             | 1                                 | 0                 | 2                |
| 7            | CPBN         | -        | 1             | 1                                 | 1                 | 2                |
| 8            | SEBN         | IMD      | 2             | 2                                 | 1                 | 4                |
| <b>Total</b> |              |          | <b>12</b>     | <b>13</b>                         | <b>06</b>         | <b>25</b>        |

**Table-I:** Tentative Deployment of Skilled/ Semi-Skilled/Un-Skilled Staff .

**NOTE:** Deployment of staff may be altered as per requirement of DFCCIL. Also 01 fitter, 01 wireman and 01 helper will be always available at all stations during night for attending night failures, except SEBL where either CPBN or SEBN night staff will attend night failure of SEBL as and when the need arises.

*Signature of tenderer/with Seal*

*Address:*

## Annexure-D

### MAINTENANCE SCHEDULE FOR S&T GEARS

#### 1. ELECTRICALLY OPERATED POINTS:

| Schedule Code | Schedule  | Periodicity   |
|---------------|---|---|
|               | Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level  |   |
| P1            | <ul style="list-style-type: none"> <li>(i). Cleaning, graphiting / oiling of slide chairs of the machine to make it free from rust &amp; dirt.</li> <li>(ii). Checking of Point Gear Assembly, slides, rollers &amp; pins as guided by DFCCIL staff. Checking to ensure that that roller is free from wear and tear and falls freely on control and lift out disc.</li> <li>(iii). Tightening of all nuts, check nuts &amp; bolts, lock nuts holding the detector slides &amp; lock slides with lugs and checking of condition of split pins as per guidance of DFCCIL staff.</li> <li>(iv). Check the contacts for proper adjustment to ensure that these are free from wear &amp; tear and also check that wires are neatly dressed &amp; clear of all moving part.</li> <li>(v). The setting of switch for having required amount of spring action.</li> <li>(vi). <b>Conducting Obstruction Test</b> - of points with 5 mm test piece as per guidance of DFCCIL staff.</li> </ul> | Fortnightly   |
| P2            | <ul style="list-style-type: none"> <li>(i). Taking measurements of operating values (voltage, current &amp; timings) of point machines, with and without obstruction for normal and reverse operation.</li> <li>(ii). Checking Hose pipe/GI pipe to ensure that these are in good condition and without gaps/access.</li> <li>(iii). Check MS pins of Switch Extension piece / 'P' bracket for any rib formation or excessive wear.</li> </ul>  | Monthly in presence of Sr. Executive/ Executive/S&T |

|    |   |   |
|----|---|---|
| P3 | <p>(i). Assisting during Joint check with Junior Executive/ Executive/ Sr. Executive (Civil), of points &amp; crossing for levelling, squaring, creeping, packing, clearance of ballast and other P- Way fittings, etc. and measurement of LH, RH switch opening. Assisting in Joint checking of SSD arm insulation.</p> <p>(ii). Greasing / Oiling of point machine and checking of all grease nipples in position</p> <p>(iii). Oiling of Point Gear Assembly, slides, rollers &amp; pins with medium grade axle oil IS 1628, avoiding overflowing.</p> <p>(iv). To ensure smoothness, Cleaning carbon brushes of Commutator,</p> | Quarterly in presence of Sr. Executive/ Executive/S&T |
|----|---|---|

## 2. MULTI SECTION DIGITAL AXLE COUNTER (MSDAC)

| Schedule Code | Schedule   | Periodicity   |
|---------------|--|---|
|               | <b>Outdoor Equipment</b>   |   |
|               | Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level   |   |
| MSD1          | <p>(i). Checking &amp; visual inspection of track side Sensor's proper tightening. If rail contact bolt of sensor found loose then it must be tightened by Torque Wrench with specified torque for Eldyne make MSDAC.</p> <p>(ii). Check physically sensor cable and duct/protective pipe including earthing connections to ensure that they are proper &amp; tightened &amp; not corroded.</p> <p>iv). Checking for proper size &amp; tightness of deflectors. The deflectors should be at least 45 cm away from centre of Sensor.</p> <p>v). Checking to ensure that the proper fixing of track side connection box (DP/EAK) on the mushroom base plate &amp; all screws are tight. Also check the condition of Track side JB foundation.</p> <p>(vi). Checking to ensure the proper spacing (400 mm) &amp; packing of sleepers in between track device (sensor) fitted and fitting do not vibrate under train movement.</p> <p>(vii). Checking to ensure that all cable entry point or any opening of DP/EAK/EJB junction box is properly sealed.</p> <p>(viii). Checking to ensure that the rail contact (Sensor) cable is free to loop near the Tx-Rx heads. The protective hose pipe must not be fitted up to the rail contact otherwise the rail contact integral cables may get damaged by the rigid hose because of short bending radius</p> <p>(ix). Checking to ensure proper packing of supporting sleepers of sensor so that fittings do not vibrate during passage of train.</p> <p>(x). Visual inspection of condition of earth rod, earth pit, connections and checking of earth continuity.</p> | Monthly in presence of Sr.Executive/ Executive/S&T    |
| MSD2          | <p>(i). Measure input /output voltage &amp; other parameters of DP (outside) &amp; Evaluator (MSDAC)</p>   | Quarterly in presence of Sr. Executive/ Executive S&T |

### 3. Colour Light Signal:

| Schedule Code | Schedule  | Periodicity   |
|---------------|---|---|
|               | <b>Outdoor Equipment</b>  |   |
|               | Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level  |   |
| CLS1          | <ul style="list-style-type: none"> <li>(i) cleaning of LED lighting unit &amp; integrated LED, all terminations, housing, signal units &amp; around signal post.</li> <li>(ii) Measurement of input voltage &amp; current with clamp type ammeter at input terminals of LED signal for all signal aspects</li> <li>(iii) Checking of tightness of all adjusting screws of LED signal unit as well as integrated LED</li> <li>(iv) Checking to ensure that condition of signal post is satisfactory.</li> <li>(v) Check condition of Signal foundation, ladder &amp; checking to ensure to ensure their proper alignment.</li> <li>(vi) Checking to ensure that Signal unit condition, closing of door &amp; locking arrangements are satisfactory.</li> <li>(vii) Checking to ensure that Signal post &amp; CLS unit are earthed &amp; screen earthing is effective.</li> <li>(viii) Complete signal unit should be cleaned by removing oxidation, rusting &amp; tightened properly.</li> <li>(ix) Checking to ensure that there is no opening/ access for rain water/ rodent entry.</li> <li>(x) Checking and cleaning cable terminations in location box by removing oxidation, rusting &amp; tightened properly.</li> <li>(xi) Visual check of insulations of cables, PVC wires, proper termination without criss cross, condition of rubber gasket arrangement</li> </ul> | Monthly in presence of Sr. Executive/ Executive S&T |

#### 4. CABLE

| Schedule Code | Schedule  | Periodicity  |
|---------------|---|--|
|               | Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level  |  |
| C1            | <p>(i) All termination at CTR, Location Box, Junction Box and relay room should be checked for sulphation. Entries of cables in relay room, cable pit, location box etc. to be checked and should be sealed properly.</p> <p>(ii) Check for possible rat bite, vulnerability to bush fire / likely damage due to ongoing works nearby.</p> <p>(iii) Visual check of connections, cable armour earthing arrangement in location boxes.</p>   | Monthly in presence of Sr. Executive/ Executive/ S&T   |
| C2            | <p>(i). Visual check of protective arrangement provided at track crossing, culverts, bridges, construction site and cable route marker in complete section. Special attention should be paid to these protective works soon after the monsoon.</p> <p>ii). Checking of exposed cable in earth, bridges, duct, Platform, pipe etc. Exposed cable shall be buried or protected by concreting. Ends of the pipe must be concreted.</p> <p>ii). Condition of cable pipe to be checked. Cables pipe on bridges to be fastened properly, bracket to be tightened &amp; fixed. Entries of cables in pipes should be sealed properly.</p> | Quarterly in presence of Sr. Executive/ Executive/ S&T |

#### 5. SLIDING BOOM

| Schedule Code | Schedule   | Periodicity |
|---------------|--|-------------|
|               | Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level |             |

|       |  |   |
|-------|--|---|
| SLB-1 | <ul style="list-style-type: none"> <li>(i). Checking to ensure that New Sliding Boom is easy to operate and travels smoothly in its boom channel.</li> <li>(ii). E type lock to be oiled and free movement to be checked.</li> <li>(iii). Check that E type key can be taken out only when combination key is inserted.</li> <li>(iv). Check to ensure that Stop board has retro-reflective paint/tape. Stop board of approx. size 600 mm to be provided.</li> <li>(v). EKT/KLCR for slot transmission is effective</li> <li>(vi). Checking to ensure locking of slide covers on sliding booms.</li> </ul> | Fortnightly   |
| SLB-2 | <ul style="list-style-type: none"> <li>(i). Foundation of sliding boom channel and boom lock post should be intact so that sliding boom is not obstructed.</li> <li>(ii). Check for tightness of base nuts &amp; bolts of stand and jointing nuts &amp; bolts of the sliding boom.</li> <li>(iii). Checking to ensure that ELB and Sliding boom Interlocking is effective</li> </ul>   | Monthly in presence of Sr. Executive / Executive /S&T |

#### 6. POWER OPERATED LIFTING BARRIER

| Schedule Code | Schedule   | Periodicity |
|---------------|--|-------------|
|               | Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level   |             |
| LC-1          | <ul style="list-style-type: none"> <li>(i). Checking to ensure that the smooth operation of gate barrier and check for auto stop of barrier in fully open (within 85°-90°) &amp; closed (within 0°- 5°) position. Adjust circuit controllers, if required.</li> <li>(ii). Cleaning the inside &amp; outside of mechanism, booms, channels &amp; Hand Generator. Checking &amp; cleaning of contacts, proper adjustment &amp; condition of Limit Switch/Circuit Controller/Contactors.</li> </ul> | Fortnightly |



|  |   |  |
|--|---|--|
|  | <p>(iii). Check for tightness of all fixing nuts &amp; bolts of the mechanism counterbalance cannels &amp; adjust screws of base, gear box, clutch assembly, motor, pulleys, boom, machine foundation &amp; the circuit controllers. Along with this the bottom should be checked for any crack in it.</p> <p>(iv). Check the condition of all the indication Button &amp; Emergency key on gate panel</p> <p>(v). Checking and cleaning of operating panel, Road signals and retro reflective STOP Board on both LB &amp; Hooter.</p> <p>(vi). Checking of Audio- Visual alarm/hooterforapproach warning/approach locking. wherever provided</p> <p>(vii). Check to ensure the proper working of telephone</p> <p>(viii). Check for Availability of lubrication to its level in the gear box.</p> <p>a. <b>Locking Checking-&gt; Solenoid Locking:</b><br/>Clean inside the solenoid device and ensure that The lever falls to the lock position by gravity.</p> <p>b. Making of Magnet Switch contacts (check with continuity meter) when boom hook is inside lock unit &amp; lock lever is in locked position.</p> <p>c. Contact does not break even when boom is moved up &amp; down or sideways within allowable play in lock.</p> <p>d. Check Contact of boom lock proving switch, Replace if required.</p> <p>(ix). <b>Motorized Locking:</b> Ensure that the boom hook falls properlyinto the Boom Lock Post. Adjust positionof Boom Hook/ lock unit if required.</p> <p>(x). Apply a little grease to the cam surface which operates the limit switch</p> <p>(xi). Check Timing Belt tension for both barriers &amp; Hand Generator. Adjust if required</p> <p>(xii). Check Gear Box for any leakage of oil.</p> <p>(xiii). Check clutch slippage torque and slippage of friction clutch. Adjust if required places.</p> |  |
|--|---|--|

|      |   |  |
|------|---|--|
|      | <p>(xiv). Parallel operation/&amp; Individual operation and opening of gate.</p> <p>(xv). Gate operation to be tested with Crank Handle. CH should be kept sealed in the box.</p> <p>(xvi). Check emergency switch for turning signal to danger. In case of approach lowered signal, emergency switch to be kept in break position and to be rotated to make position once gate is closed and panel push button is pressed.</p> <p>(xvii). All cable terminations are tight and properly connected.</p> |  |
| LC-2 | <p>(i). Measure the time of operation, working voltage of ELB and operating current. Ensure all parameters under permissible limit.</p> <p>(ii). Checking of NX Switch/Crank Handle</p> <p>(iii). Balancing of Weight &amp; booms</p> <p>(iv). Tightening of Screws of ebonite cams of contacts</p>   | Quarterly in presence of Sr. Executive/ Executive/ S&T |

## 7. LOCATION BOX

| Schedule Code | Schedule   | Periodicity  |
|---------------|--|--|
|               | Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level |  |
| LB-1          | Cleaning and visual check of cable insulations, terminations and equipment installed in location boxes.          | Monthly in presence of Sr. Executive / Executive S&T |
| LB-2          | Ensure that there is no possibility of water ingress.  |  |

## 8. Telecom Equipment

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

**Note:** Above Maintenance Schedule for S&T Gears is tentative and indicative only. The Schedule may change from time to time & may include additional items as per requirement of DFCCIL.

## SECTION 6.0 Schedule of Quantities & Rates

**Tender No:** DFC-DDU-SNT-SSTMC-2023-1R

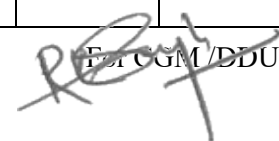
**Name of Work:** Signal & Telecom Maintenance work including supply of minor spares and hiring of manpower & maintenance vehicles for New ERC/DDU to New Chirailapathu section & Sonnagar Link to New Sonnagar Junction section of Eastern Dedicated Freight Corridor(EDFC) for Two year.

| S. N.  | Description   | Unit          | Rate (inRs.) | Qty. for 02 years | Amount (in Rs.)   |
|--|---|---------------|--------------|-------------------|-------------------|
| <b>Schedule-A : Manpower</b>   |   |               |              |                   |                   |
| 1  | Skilled Staff   | Man days      |              | 600               | 15858534          |
| 2  | Semi-Skilled Staff  | Man days      |              | 144               | 2691287           |
| 3  | Unskilled Helper  | Man days      |              | 600               | 9600636           |
| <b>Schedule-A Sub-total</b>  |   |               |              |                   | <b>28150457</b>   |
| <b>GST</b>   |   |               |              |                   | <b>5067082</b>    |
| <b>Schedule-A Sub-total (including all statutory taxes and duties):</b>    |   |               |              |                   | <b>33217540</b>   |
| <b>Schedule-B : Specified Work</b>   |   |               |              |                   |                   |
| (a)  | <b>Location Box</b>   |               |              |                   |                   |
| 1  | Excavation pit casting of apparatus case (Half/Full) as per specification.  | no            | 8836         | 74                | 653864            |
| 2  | Erection of Apparatus cases (Half/Full) as per specification  | no            | 1375         | 74                | 101750            |
| 3  | Fixing and of hylam in Apparatus cases (Half/Full)  | no            | 366          | 74                | 27084             |
| 4  | Termination of Outdoor Cables, through ARA/ Disconnect type terminals) at both ends in location boxes, cable termination rack in relay room, station building, generator room etc | Per conductor | 16.09        | 10116             | 162766.44         |
| 5  | Installation of eqpt in Apparatus case (Full/Half).   | no            | 1087         | 74                | 80438             |
| 6  | Dismantling and releasing of location boxes/Apparatus Cases/ jn.  | no            | 804          | 74                | 59496             |
| 7  | Strengthening of foundation of signals, Full/Half location boxes,   | no.           | 1658         | 74                | 122692            |
| <b>Schedule-B(a) Sub-total (including all statutory taxes and duties):</b> |   |               |              |                   | <b>1208090.44</b> |
| (b)  | <b>Trenching work &amp; cable laying</b>  |               |              |                   |                   |

| S. N. | Description  | Unit | Rate (inRs.) | Qty. for 02 years | Amount (in Rs.) |
|-------|--|------|--------------|-------------------|-----------------|
| 1     | Excavation of Cable Trench per Section In charge in all type of soils including soft rock as per specification / as per DFCC engineer instruction  | mtr  | 68           | 18480             | 1256640         |
| 2     | Excavation of cables trench platform/road etc.   | mtr  | 102          | 2376              | 242352          |
| 3     | Horizontal direction drilling (HDD)/Trenchless digging/machine drilling/moling without damage to surface road /track for laying/insertion of HDPE/GI/DWC pipe. as per specification/ as per DFCC engineer instruction              | mtr  | 672          | 4000              | 2688000         |
| 4     | Cross trench for identification of the route of existing signalling and telecom cables in existing S&T cable trench with as per DFCC engineer instruction  | cum  | 316          | 600               | 189600          |
| 5     | Laying of S&T Cables of various cores/ pairs/ quads in trenches/ GI pipes/ RCC pipes/ DWC pipes etc. as per the site requirement as per specification / as per DFCC engineer instruction   | mtr  | 7            | 52960             | 370720          |
| 6     | Supply of Double Walled Corrugated (DWC) Pipe/ duct with associated collars etc. 6 meters straight length and of size 120 mm outer dia,& 103.5 mm inner dia.as per RDSO Specification No. RDSO/SPN/204/2011.(Consignee Inspection) | no.  | 715          | 120               | 85800           |
| 7     | Laying of HDPE duct as per the approved cable route plan or instruction of DFCCII engg. Laying of 2 HDPE ducts in same trench will be considered as one unit of the work as per DFCC engineer instruction                          | km   | 8817         | 12                | 105804          |
| 8     | Laying of DWC/RCC pipe as per DFCC engineer instruction  | mtr  | 62           | 4000              | 248000          |
| 9     | Blowing/drawing of OFC cable in the HDPE pipe duct already provided in the trench and protective work. All the equipments / machinery required shall be arranged by the contractor as per DFCC engineer instruction                | km   | 18625        | 46                | 856750          |

| S. N.  | Description   | Unit | Rate (inRs.) | Qty. for 02 years | Amount (in Rs.) |
|--|---|------|--------------|-------------------|-----------------|
| 10   | Supply of 24 fiber optical fiber cable straight joint enclosure (SJC) complete with all accessories along with enclosures with heat shrinkable splice protection sleeve as per DFCC engineer instruction.   | no.  | 6000         | 120               | 720000          |
| 11   | Splicing of 24 core optic fibre cable and making the splicing joint with contractor's own machine and tools. Joint should be prepared in such a way that the top of the enclosure should be at a depth of minimum 1.2 mtr /1.6mtr including digging & extraction of OFCcut. Splice loss of each fibre should be within acceptable limits.   | no   | 22617        | 132               | 2985444         |
| <b>Schedule-B(b) Sub-total (including all statutory taxes and duties):</b> |   |      |              |                   | <b>9749110</b>  |
| <b>(c)</b>   | <b>Painting works</b>   |      |              |                   |                 |
|  | Painting two coats of enamel paint over one coat of Red Oxide primer on the below mentioned items in Sr. 17,18,19,20 after scraping and cleaning of the surface wherever necessary. Primer and paints both Asian paints/Dulux/Berger are to be supplied by contractor. Location boxes inside & outside surfaces with aluminium paint.as per specification as per DFCC engineer instruction. |      |              |                   |                 |
| 1  | Painting of Apparatus Half case/Full case   | no   | 776          | 1472              | 1142272         |
| 2  | Painting of Main signal post, signal unit, surface base & complete fitting as per standard practice.  | no   | 1250         | 432               | 540000          |
| 3  | Painting of Shunt signal post, signal unit, surface base.   | no   | 557          | 168               | 93576           |
| 4  | Painting of point machine along with ground connection complete (Pt M/c, TLD boxes, block enamel only outside and ground connection with red oxide).  | no   | 394          | 188               | 74072           |
| 5  | Lettering/Numbering of Signals, Point Machine, Track Lead Junction Boxes, Block Joints, Apparatus Cases etc. (each item to be taken as One Unit). This work will be carried out as per the standard practice or as per site incharge  | no   | 111          | 2260              | 250860          |

Sign. of Tenderer(s)

Page 66 of 91  
**PRICE SCHEDULE**


| S. N.  | Description  | Unit | Rate (inRs.) | Qty. for 02 years | Amount (in Rs.) |
|--|--|------|--------------|-------------------|-----------------|
|  | instructions.  |      |              |                   |                 |
| <b>Schedule-B(c) Sub-total (including all statutory taxes and duties):</b> |  |      |              |                   | <b>2100780</b>  |
| <b>(d)</b>   | <b>Signal work</b>   |      |              |                   |                 |
| <b>1</b>   | Main Signal foundation   | no   | 14723        | 20                | 294460          |
| <b>2</b>   | Shunt Signal foundation  | no   | 3999         | 8                 | 31992           |
| <b>3</b>   | Erection of Main CLS Post with base and signal unit on top or on Offset Bracket including erection of auxiliary signals like calling on, shunt signal if any. The work shall be done as per instructions of DFCCIL engineer/Incharge of the work at site.  | no   | 6409         | 20                | 128180          |
| <b>4</b>   | Erection of Position Light Shunt signal with Base, Post, Signal unit, complete fixing of LEDs and wiring of full signal. It includes fixing of Number Plates. The work shall be done as per instructions of DFCCIL engineer/Incharge of the work at site.  | no   | 1037         | 8                 | 8296            |
| <b>5</b>   | Fixing of Junction type Route Indicator on top of signal post and complete wiring, 1-Way/2-Way/3-Way/4-Way/5-Way/6-Way/theatre type.   | no   | 1212         | 16                | 19392           |
| <b>6</b>   | Supply and fixing of A/AG/C/P/G Board as per DFCCIL drawing as applicable all material required for the job such as MS angle, nuts and bolts, paint and painting materials will be supplied by the contractor.   | no   | 919          | 42                | 38598           |
| <b>7</b>   | Supply and installation of stop Board/BSLB/ warning boards as per DFCCIL drawing provided by DFCCIL or latest with reflective strip/reflective paper , making foundation as per DFCC site engineer's instruction complete with contract materials including angle of erection, supply & painting | no   | 9878.30      | 14                | 138296.2        |

| S. N. | Description  | Unit | Rate (inRs.) | Qty. for 02 years | Amount (in Rs.) |
|-------|--|------|--------------|-------------------|-----------------|
| 8     | Supply, fabrication and fixing of Retro-reflective Signal number plates as per DFCCIL approved drawing, on signal post with contractor's own material like clamp, U bolts, nuts etc.   | no   | 812          | 414               | 336168          |
| 9     | Supply, installation and wiring of 'A/AG' Marker LED signal lighting unit on the same post below main signal complete with supply of all materials for work by the contractor Supply, installation and wiring of one 'A/AG' marker on one signal will constitute one job.  | no   | 21875        | 42                | 918750          |
| 10    | Installation of Unit Maintenance Free Earth to achieve a resistance less than 1 ohm as supplied. includes(i) Digging the earth to the required depth.(ii)Insertion of electrode.(iii)Filling of earth enhancing compound (Approx.30 Kg)<br>(iv) Provision of exothermic weld connections to copper tape of 25 mm x 6 mm x150 mm to the earth electrodes. All material tools and features required for weld will be arranged by contractor (Inspection by Consignee). | no   | 10275        | 200               | 2055000         |
| 11    | Supply of thermo shrink jointing kit (TSF-4) as per RDSO Specn.No. IRS: TC 77-2012 (Rev.3.0) with (Amdt.-1 to 3) or latest, suitable for 6 Quad/jelly filled cables for straight through/derivation joints. It includes supply of all the accessories, without transformer   | no.  | 3663         | 140               | 512820          |
| 12    | Supply of Non deteriorating type, Round head type, glass fuse as per Spec No IRS: S-78/92 with latest amendments, 630mA,315mA,500mA,2A,4A,16A rating capacity  | no   | 13           | 6000              | 78000           |

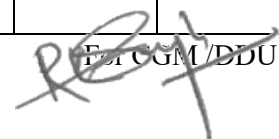


| S. N. | Description  | Unit | Rate (inRs.) | Qty. for 02 years | Amount (in Rs.) |
|-------|--|------|--------------|-------------------|-----------------|
| 13    | Plastic cover for 4 Aspect signal Unit cover opened from Front side and bottom side and made of black polythene sheet of 100 micron thickness size: 1700 mm X460mmX250mm. On back side 75mm wide corner to corner diagonal cross mark of silver colour of 100 micron thickness to be provided tie up cover with signal unit suitable nylon rope of 5mm dia and 4 meter length to be provided on front side & of 1.5 mtr length at centre.Note:- 1. Sample must be approved before bulk supply.2. Dimensions are approximate to the extent of variation by +/-5%. (Inspection by Consignee)   | no   | 174          | 520               | 90480           |
| 14    | Plastic cover for 3 Aspect signal unit cover opened from Front side and bottom side and made of black polythene sheet of 100 micron thickness size: 1700mmX460mmX205mm. On back side 75mm wide corner to corner diagonal cross mark of silver colour of 100 micron thickness to be provided to tie up cover with signal unit suitable nylon rope of 5mm dia and 4 meter length to be provided on front side & of 1.5 mtr length at centre.Note:- 1. Sample must be approved before bulk supply.2. Dimensions are approximate to the extent of variation by + -5%. (Inspection by Consignee). | no   | 155          | 168               | 26040           |
| 15    | Plastic cover for 2 Aspect Signal Unit cover opened from Front side and bottom side and made of black polythene sheet of 100 micron thickness size: 1700mmX460mmX205mm. On back side 75mm wide corner to corner diagonal cross mark of silver colour of 100 micron thickness to be provided to tie up cover with signal unit suitable nylon rope of 5mm dia and 4 meter length to be provided on front side & of 1.5 mtr length at centre.Note:- 1. Sample must be approved before bulk supply.2. Dimensions are approximate to the extent of variation by +/-5%. (Inspection by Consignee). | no   | 136          | 60                | 8160            |

| S. N. | Description  | Unit | Rate (inRs.) | Qty. for 02 years | Amount (in Rs.) |
|-------|--|------|--------------|-------------------|-----------------|
| 16    | Refixing of electrical point machine, ground connection during phase working (Non interlocked working) after removing the existing fitting if any, adjustment if necessary, cable termination, wiring, testing and commissioning of electrically operated point, fixing and connecting point indicator on derail switch if necessary. The work shall be done as per extant practice in DFCCIL and the instruction of DFCCIL Engineer at site   | Nos. | 3888         | 38                | 147744          |
| 17    | Demounting and Replacement of Wheel Sensor (Track Device) of Multi-Section Digital Axle Counter (MSDAC) including drilling & other associated work, disconnection and reconnection of tail cable at TLJB. This includes complete removal of Wheel Sensor (mounted on the rail) along with the tail cable under the rail. The Contractor shall ensure the proper alignment of the Wheel Sensor at the time of mounting the new Wheel Sensor. Wheel sensor shall be supplied by DFCCIL. The Contractor shall bring the new wheel sensor from station / IMD/ IMSD to site and shall take the old / released wheel sensor from site to station/ IMD/ IMSD. The work shall be completed as per OEM's guidelines and Technical Requirement & Specification under the supervision of DFC site incharge. | Nos. | 2295         | 482               | 1106190         |
| 18    | Providing brick masonry in ratio 1:6 cement and mortar including plastering with 1:4 cement and sand mixture both sides of bricks with thickness 20 mm each end with contractor's own B Class bricks. It also includes excavation, grouting, bolting etc. wherever equired. B Class bricks, sand and cement (ISI mark) will be supplied by the Contractor.   | cum  | 1841         | 800               | 1472800         |
| 19    | Cement concrete work for miscellaneous items in ratio 1:3:6. Item includes Item includes excavation, curing and plastering with cement and sand mixture. The aggregate cement and sand will be supplied by contractor.   | cum  | 3356         | 400               | 1342400         |

| S. N.   | Description  | Unit  | Rate (inRs.) | Qty. for 02 years | Amount (in Rs.)    |
|---|--|---|--------------|-------------------|--------------------|
| 20  | Supply of a set (2 no.) electrical lifting barrier booms of 9.76 meter each as per DRG RDSO/S 11600. The material will be as per RDSO Spec. No. RDSO/SPN/208/2012/Ver.2.0 and Amendment 1 or latest. Inspection: Procurement from RDSO approved supplier   | set   | 23244        | 30                | 697320             |
| 21  | supply MSDAC Rail Contact Elydyne make 8 meter without Mushrom cover   | no.   | 209380       | 30                | 6281400            |
| 22  | supply MSDAC Rail Contact Elydyne make 8 meter including Mushrom cover   | no.   | 226481       | 20                | 4529620            |
| 23  | Supply EAK -AzLM   | no.   | 280496       | 20                | 5609920            |
| 24  | <b>Execution of Maintenance activities of Electrically Operated Points as per maintenance schedule (with separate gang as mentioned in Annexure E)</b>   |   |              |                   | 0                  |
|   | a) Crossing Station & Junction Station   | Per station per Month                         | 93285        | 192               | 17910720           |
| 25  | <b>Execution of Maintenance activities of MSDAC,UFSBI, Electronic Interlocking, Colour Light Signals, Cables,Location Boxes, EPABX, LC gate Telephone, IPS, Wi-Fi System with NMS, STM-16,STM-4,MUX along with NMS IP phones, Digital Phones, Data Network equipment along with NMS, Power Operated Lifting Barrier and Sliding Boom as per Maintenance Schedule (with separate gang as mentioned in Annexure E)</b> |   |              |                   |                    |
|   | a) Crossing Station,Junction Station including concerned IR Junction station   | Per station including block section per Month | 61161        | 192               | 11742912           |
| <b>Schedule-B(d)Sub-total (including all statutory taxes and duties):</b> |  |   |              |                   | <b>55525658.2</b>  |
| <b>Schedule-B Sub-total (including all statutory taxes and duties):</b>   |  |   |              |                   | <b>68583638.64</b> |
|   | <b>Schedule-C : Hiring of Vehicles</b>   |   | 0            |                   |                    |
| 1(a)  | MUV for 24*7 hours and 3000 km in a month.Toll Tax,interstate tax/state entry tax/octori tax, parking charges on tour will be reimbursed as per actual by DFCCIL. (For GAQN., DGON. KTQN, KWDN)  | Vehicle month                                 | 44252        | 96                | 4248192            |

Sign. of Tenderer(s)

Page 71 of 91  
**PRICE SCHEDULE**


| S. N.   | Description   | Unit          | Rate (inRs.) | Qty. for 02 years | Amount (in Rs.)     |
|---|---|---------------|--------------|-------------------|---------------------|
| 1(b)  | MUV for 24*7 hours and 2500 km in a month. Toll Tax, interstate tax/state entry tax/octroi tax, parking charges on tour will be reimbursed as per actual by DFCCIL.   | Vehicle month | 44252        | 48                | 2124096             |
| 1(c)  | Fuel Charges for running of vehicles per km as per log book for item no.1(a) above (Estimated 3000km for each vehicle per month). As per actual (For GAQN., DGON. KTQN, KWDN)   | km            | 12           | 288000            | 3456000             |
| 1(d)  | Fuel Charges for running of vehicles per km as per log book for item no.1(a) above (Estimated 2500km for each vehicle per month). As per actual (For SEBN & CPBN)   | km            | 12           | 120000            | 1440000             |
| 2   | Loading, Transportation/Carriage and Unloading of various S&T material by a truck, from/to the consignee depot to/from various locations, as decided by the DFCCIL. This does not pertain to movement of material required by contractor for the scope of work as defined in the contract which has to be done at the own cost of contractor. (As and when Required as per direction of incharge) | km            | 60           | 3000              | 180000              |
| <b>Schedule-C Sub-total (including all statutory taxes and duties):</b>   |   |               |              |                   | <b>11448288</b>     |
| <b>Total Estimated Amount ((including all statutory taxes and duties)</b> |   |               |              |                   | <b>113249465.04</b> |

| S.NO. | Schedule   | Percentage  | Above /Below/At Par |
|-------|------------|---|---------------------|
| 1     | Schedule A | To filled through On Line mode only on IREPS portal |                     |
| 2     | Schedule B |   |                     |
| 3.    | Schedule C |   |                     |

**The Total Cost will be (to be calculated by IREPS system) % (Percentage) below/above/at par against each schedule i.e A ,B &C respectively to the individual schedule Cost.**

**Signature of Tenderer with seal**

**Notes/Conditions: -**

1. For Schedule-A : The minimum service charges to be quoted by the tenderer shall be 3.0% (Three percentage). Offers below 3% of the advertised schedule value shall be summarily rejected.
2. The above rates are inclusive of all Govt. & Local taxes including applicable GST. However, GST, will be reimbursed only after the contractor has submitted the proof of having actually paid the above taxes/charges.

Sign. of Tenderer(s)

Page 72 of 91  
**PRICE SCHEDULE**



3. In the event of statutory increase in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time after submission of the tender, payment of minimum wages to the personnel deployed by the Contractor/Agency should be revised accordingly and the Contractor/Agency shall take care of all such notifications as mentioned in Special Condition of Contract Clause 5.5.8. Payment to outsource staff in schedule A to be done according to Annexure V
4. For items at Sr. no. 1 to 45 of the Schedule B of the Section 6 the work needs to be carried out on "as & when required basis".
5. DFCCIL reserves the right to operate additional quantities of the schedule item as & when required within the variation limit.
6. The manpower shall be deployed/posted at any of EDFC stations or at any site location within the jurisdiction of DFCCIL/DDU unit, as per requirement of DFCCIL.
7. The Contractor shall submit the on-account bills, by the date stipulated by the DFCCIL, supported with pay sheets, proof of payments to the employees, proof of payment of statutory deductions, latest minimum wage circular and other documents if any. Without having submitted documentary proof, the on-account bill will not be processed and no payment will be made to the Contractor.

*Declaration by the tenderer*

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

*Signature of tenderer/s with Seal*

*Address:*

### Annexure-E

#### Staff deployment for Sr. no. 01 to 03 of Schedule A-Hiring of Manpower at Section-6

| Sr. No.      | EDFC Station | IMD/IMSD | Skilled Staff |                                      | Semi-skilled Staff | Un-skilled Staff |
|--------------|--------------|----------|---------------|--------------------------------------|--------------------|------------------|
|              |              |          | Fitters       | Telecom maintainer/<br>Cable jointer |                    |                  |
| 1            | New ERC DDU  |          | 0             | 1                                    | 0                  | 1                |
| 2            | GAQN         |          | 2             | 2                                    | 1                  | 4                |
| 3            | DGON         | IMSD     | 2             | 2                                    | 1                  | 4                |
| 4            | KTQN         |          | 2             | 2                                    | 1                  | 4                |
| 5            | KWDN         | IMSD     | 2             | 2                                    | 1                  | 4                |
| 6            | SEBL         |          | 1             | 1                                    | 0                  | 2                |
| 7            | CPBN         | -        | 1             | 1                                    | 1                  | 2                |
| 8            | SEBN         | IMD      | 2             | 2                                    | 1                  | 4                |
| <b>Total</b> |              |          | <b>12</b>     | <b>13</b>                            | <b>06</b>          | <b>25</b>        |

#### **Table-I: Tentative Deployment of Skilled/ Semi-Skilled/Un-Skilled Staff.**

**NOTE:** Deployment of staff may be altered as per requirement of DFCCIL. Also 01 fitter, 01 wireman and 01 helper will be always available at all stations during night for attending night failures, except SEBL where SEBN night staff will attend night failure of SEBL as and when the need arises.

**Minimum Staff deployment for Schedule B, item 24, 25 (as mentioned in SCC Clause to be eight number including two fitter & two wireman along with four helper**

**Signature of tenderer/s**

**with Seal**

**Address:**

## ANNEXURE – I

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



ANNEXURE – II

**Performa for Experience/Performance Certificate.**

{On the letter head of the issuing department}

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

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

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

**ANNEXURE – III****Self-Certificate**

1. I/We have downloaded the tender form from the internet site <https://www.ireps.gov.in> and I/we have not tampered/ modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with the DFCCIL and/or prosecuted as per law.
  
2. I/we are submitting a Demand Draft/Bankers Cheque No.....  
..... dated ..... issued by  
..... For Rs.....  
..... towards the cost of tender form.
  
3. I/We certified that I/we am/are not black listed or debarred by DFCCIL or Railways or any other Ministry/Department of the Government of India/State Government and there has not been any work cancelled against us for poor performance in the last three years reckoned from the date of invitation of tender.

**Seal & Signature of the Tenderer/s:**

Sign. of Tenderer(s)

Page 77 of 91  
**ANNEXURE**  
FCM/DDU

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

**(The Bank Guarantee (BGs) to be submitted by the suppliers/ contractors should be sent directly to) "Chief General Manager(Co)/DDU: DFCCIL, Manas Nagar Railway Colony (Near RPF Post), Pt. Deen Dayal Upadhyay Post Office: Alinagar, District – Chandauli. Pin - 232101 (U.P.) by the issuing Bank under Registered Post A. D.).**

To.

Chief General Manager/DDU/DFCCIL  
Manas Nagar Railway Colony, Alinagar, DDU - 232101.

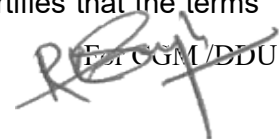
In consideration of the Chief General Manager; DFCCIL (hereinafter called "DFCCIL") having agreed to accept from.....hereinafter called "the said Contractor/s"), under the terms and conditions of an Agreement/ Acceptance letter dated..... made between.....and..... (hereinafter called "the said Agreement")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

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

1. We..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the DFCCIL stating that the amount claimed is by way of loss or damage caused to or suffered by the DFCCIL by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement, any such demand made on the Bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not Exceeding Rs.....
2. We undertake to pay to the DFCCIL any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/ suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors(s)/ supplier(s) shall have no..... against us for making such payment.
3. We, ..... (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/ Warrantee Period, and it shall continue to be enforceable till dues of the DFCCIL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till .....office/Department/ DFCCIL certifies that the terms

Sign. of Tenderer(s)

Page 78 of 91  
**ANNEXURE**

Chief General Manager/DDU  


and conditions of the Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the .....

we shall discharge from all liability under this guarantee thereafter.

4. We, ..... (indicate name of the Bank) further agree with the DFCCIL that the DFCCIL shall have the fullest liberty without our consent and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the DFCCIL against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor/s or for any forbearance act or omission on the part of the DFCCIL or indulgence by the DFCCIL to the said contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/ Supplier(s).
6. We, ..... (indicate the name of Bank) ..... undertake not to revoke this guarantee during its currency except with the previous consent of the DFCCIL in writing.

Dated this ..... day of ... ..... 2022.

For.  
Signature of the Tenderer/s:

(Indicate the name of the Bank)

**Annexure - V****Rates for Schedule A for calculation of minimum wage**

| SN | Category      | Min Wage | Basic Wages | ESI     | Bonus   | EPF     | Gross     |
|----|---------------|----------|-------------|---------|---------|---------|-----------|
| 1  | Higly skilled | 816*     | 21216       | 689.52  | 1767.29 | 2758.08 | 26430.89  |
| 2  | Semi skilled  | 577*     | 15002       | 487.565 | 1249.67 | 1950.26 | 18689.495 |
| 3  | Unskilled     | 494*     | 12844       | 417.43  | 1069.91 | 1669.72 | 16001.06  |

\*Minimum wage as per latest circular issued.

Minimum wage calculation for the category is mentioned above and contractor has to provide documentary evidence for the same for each invoice.

**Annexure - VI**

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

**AGREEMENT**

THIS AGREEMENT made on \_\_\_\_ day of \_\_\_\_ 2021 between DFCCIL, acting through Chief General Manager(Co)/DDU, DFCCIL, Manas Nagar Railway Colony, Alinagar, DDU – 232101 (herein after called the “DFCCIL” ) of the one part and ( Name / address of the contractor ) (herein after called the contractor) of the other part.

WHEREAS the DFCCIL is desirous that certain works should be executed by the Contractor viz. Hiring of 05 (Five) nos. Diesel driven four wheeler Vehicle in the jurisdiction of Chief General Manager/Co. or at DDU for the official use and call based vehicle for occasional use of DFCCIL/DDU unit Contract No. \_\_\_\_\_ with Accepted value of Rs \_\_\_\_\_ & completion period of 36 months (from date \_\_\_\_\_ to \_\_\_\_\_) (herein after called “the works”, and has accepted a Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

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

Witness:

1.

2.

(Name, Designation and address of  
authorized signatory)

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

Witness:

1.

2.

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

**Annexure-VII**

**CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL**

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

1.....

2.....

3.....

AND SO ON .....

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

SIGNATURE OF TENDERER(S)



## Annexure-VIII

| <b>Details of works completed in last three financial years &amp; current financial year and work in progress</b> |              |                       |                           |  |                    |                              |                                   |  |         |
|---|--------------|-----------------------|---------------------------|--|--------------------|------------------------------|-----------------------------------|--|---------|
| S.No  | Name of Work | Acceptance letter no. | Date of Acceptance letter | Organization for whom work is being done | Final cost of work | Date of commencement of work | Date of actual completion of work | Certificate / Credential available at page no. | Remarks |
| 1   | 2            | 3                     | 4                         | 5  | 6                  | 7                            | 8                                 | 9  | 10      |
|   |              |                       |                           |  |                    |                              |                                   |  |         |
|   |              |                       |                           |  |                    |                              |                                   |  |         |
|   |              |                       |                           |  |                    |                              |                                   |  |         |
|   |              |                       |                           |  |                    |                              |                                   |  |         |
|   |              |                       |                           |  |                    |                              |                                   |  |         |
|   |              |                       |                           |  |                    |                              |                                   |  |         |
|   |              |                       |                           |  |                    |                              |                                   |  |         |
|   |              |                       |                           |  |                    |                              |                                   |  |         |
|   |              |                       |                           |  |                    |                              |                                   |  |         |

**NOTE:-**

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

Signature of the Tenderer/s:-

## Annexure-IX

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

[illegible]

**PRE-CONTRACT INTEGRITY PACT****Annexure-X****General**

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

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

WHEREAS the [A] is a Private Company/Public Company/Government Undertaking /Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India. NOW, THEREFORE,

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

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

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

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

**Commitments of the CLIENT**

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand and/or , take a promise for acceptance, 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, bidevaluation, contracting or implementation process related to the [B].
- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.
- 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the [A] to the CLIENT with full and verifiable facts and the same is prima facie found to be

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

### **Commitments of BIDDERS**

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following: -
  - 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
  - 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavour to any person in relation to the [B] or any other [B] with the Government.
  - 3.3 The [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
  - 3.4 The [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 so that any such information is not divulged.
  - 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  - 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the

actions mentioned above.

- 3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

#### **4. Previous Transaction**

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

#### **5. Earnest Money (Security Deposit)**

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

#### **6. Sanctions for violations**

- 6.1 Any breach of the aforesaid provision by the [A] or any one employed by it or acting on behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one the following action, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceeding with the other BIDDER (s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/ Performance Guarantee/ Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason thereof.
- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
- (iv) To recover all sums already paid by the CLIENT, and case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the CLIENT connection with any other [B], such outstanding payment could also be utilized the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A] in order to recover the payments, already made by the CLIENT, along with interest.
- (vi) To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay

- compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money (s) due to the [A].
- (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- (viii) To recover all sums paid in violation of this pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any [B] signed by the CLIENT with the [A] the same shall not be opened.
- (x) Forfeiture of performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The CLIENT will be entitled to take all or any of the actions mentioned at para 6.1(1) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on 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/systems or sub systems was supplied by the [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

## 8. **Independent Monitors**

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultation 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 subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the CLIENT.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the [A] with confidentiality.
- 8.7 The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the

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

**9. Facilitation of Investigation**

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

**10. Law and Place of Jurisdiction**

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

**11. Other Legal Actions**

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

**12. Validity**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT & the [A], including warranty period, whichever is later. In case [A] is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the [B].
- 12.2 Should one or several provisions of this pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on. \_\_\_\_\_

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

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Note:

[A] - To be replaced by BIDDER/Seller/Consultant/Consultancy Firm/Service Provider as the case may be.

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

Sign. of Tenderer(s)





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

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

- 1) That I am the \_\_\_\_\_ <Designation of the authorized signatory> of ..... and I am duly authorized to furnish this undertaking/declaration on behalf of ..... (Name of the company).
- 2) That ..... (Name of the company) has been awarded the work ..... (Name of Work) vide Letter of Award number ..... dated ..... by M/s Dedicated Freight Corridor Corporation of India Limited.
- 3) That the Company is fully aware of the anti-profiteering provision under the Goods & Services Tax ("GST") Law(s),
- 4) That the Company ..... has passed the benefit of input tax credit available on the ..... (good/services) having HSN ..... supplied to M/s Dedicated Freight Corridor Corporation of India Limited which it is getting on account of reduced tax liability and input tax credit because of enactment of GST Laws after introduction of Goods and Service Tax w.e.f. 1st July, 2017. The details and amounts being passed on to DFCCIL are provided in Annexure ..... of this document and are as per applicable GST Laws. These are true and correct to the best of my knowledge, information and belief.
- 5) Further, it is to confirm also that in case ..... (name of the organization) will receive any further benefit in future after 1st July, 2017 by way of availment of input tax credits which were not allowed to be availed before 1st July, 2017 or reduction in tax rates or in any other manner which results in reduction of cost of the goods/services supplied to M/s Dedicated Freight Corridor Corporation of India Limited, then Company will pass that benefit to M/s Dedicated Freight Corridor Corporation of India Limited also.
- 6) That I declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil it could result in penalties under the law.
- 7) I confirm that I am aware of the implication of the above undertaking and our liability on account of incorrect/misleading declaration under the GST Laws.

Signature of the Authorised Signatory/ Person

Name and Designation of the Authorised Signatory/ Person

Name of the Organisation and Seal

Executed on a non-judicial stamp paper of Rs. 100/- duly notarised by notary public  
Sign. of Tenderer(s)

  
FCI CGM/DDU

**END  
OF  
DOCUMENT**