



**E- TENDER DOCUMENT
FOR
COMPREHENSIVE, PREVENTIVE AND
BREAKDOWN MAINTENANCE OF SCADA IN
BETWEEN NEW BHAUPUR – NEW KHURJA
SECTION INCLUDING OPERATION CONTROL
CENTRE (OCC), ALLHABAD OF EDFC/DFCCIL FOR
A PERIOD OF 12(TWELVE) MONTHS**



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

CGM/TDL/DFCCIL OFFICE

**3/20, KPS Tower, Mayur Complex, 3rd Floor,
Near Tulsi Cinema, NH-02, Nagla Padi, Agra-282002**

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TECHNICAL DETAIL

(TOP SHEET)

&

(TENDER FORM)



TOP SHEET

Tender No. DFCCIL/EL/TDL/SCADA/T-002

Date .11.02.2021

Name of work: COMPREHENSIVE, PREVENTIVE AND BREAKDOWN MAINTENANCE OF SCADA IN BETWEEN NEW BHAUPUR – NEW KHURJA SECTION INCLUDING OPERATION CONTROL CENTRE (OCC), ALLHABAD OF EDFC/DFCCIL FOR A PERIOD OF 12(TWELVE) MONTHS

Estimated Cost of work Rs 37,14,018.00 inclusive of GST

**Earnest Money Deposit/
Bid security** Bid security declaration

Completion Period Total 12 (Twelve) Months

Date of Opening 15.03.2021 at 15:30hrs

For and on behalf of

CGM/TDL, DFCCIL Office.



TENDER FORM

Place:.....

Date:

**Chief General Manager,
Dedicated Freight Corridor Corporation of India Limited,
3/20,KPS Tower, Mayur Complex,, 3rd Floor,
Near Tulsi cinema, NH-02, Nagla Padi,
Agra-282002, U.P.**

I / We have read the various conditions of tender attached hereto and agree to abide by the said conditions. I / We also agree to keep this tender open for your acceptance for a period of **120 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I / We offer to do the work for **"COMPREHENSIVE, PREVENTIVE AND BREAKDOWN MAINTENANCE OF SCADA IN BETWEEN NEW BHAUPUR – NEW KHURJA SECTION INCLUDING OPERATION CONTROL CENTRE (OCC), ALLHABAD OF EDFC/DFCCIL FOR A PERIOD OF 12 (TWELVE) MONTHS"**, at the rates quoted in attached schedule and hereby bind myself/ourselves to complete the work in all respects within **12 (Twelve) months**.

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

Signature of Witness :

Signature of Tenderer(s)

(1).....

Date.....

(2).....

Address.....

1.

(NOTICE INVITING E- TENDER)



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

Tender No. DFCCIL/EL/TDL/SCADA/T-002

Date:11.02.2021

M/s _____

NOTICE INVITING E- TENDER

- 1 Chief General Manager/TDL, DFCCIL, 3/20, KPS Tower, Mayur Complex,3rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282002, U.P., invites **open E - Tenders in single packet system** on prescribed forms from firms/companies meeting qualifying requirements and having requisite experience and financial capacity for the following works: -

Tender No.	DFCCIL/EL/TDL/SCADA/T-002
Name of Work	COMPREHENSIVE, PREVENTIVE AND BREAKDOWN MAINTENANCE OF SCADA IN BETWEEN NEW BHAUPUR – NEW KHURJA SECTION INCLUDING OPERATION CONTROL CENTRE (OCC), ALLHABAD OF EDFC/DFCCIL FOR A PERIOD OF 12 (TWELVE) MONTHS
Estimated Cost of work	Rs 37,14,018.00 inclusive of GST
Period of Contract	Total 12 (Twelve)) Months
Earnest Money Deposit/ Bid security	Bid security declaration
Tender Document Cost	Rs 3540.00 (inclusive of all taxes and duties) to be Submitted in DFCCIL account on IREPS Portal.
Date of Sale (Online)	From Date 11.02.2021
Issue of Corrigendum, if any	On or after Date 11.02.2021 (on www.ireps.gov.in)
Date and Time of submission of tender	On or before Date 15.03.2021 and time 15:00hrs
Date and Time of opening of tender	Date 15.03.2021 and time 15:30hrs
Defect Liability Period :-	Two Months



2 ELIGIBILITY CRITERIA

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

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

3. The cost of tender documents and EMD shall be deposited in DFCCIL account on IREPS portal.
4. DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on DFCCIL’s /IREPS website **at least three days in advance** of date fixed for opening of tenders. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the tenders. Any tender submitted without addendum(s)/corrigendum(s) (if any) shall be summarily rejected.
5. The tender documents shall be submitted in online mode through website www.ireps.gov.in in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of EMD and scanned copy of TDC to be uploaded. Detailed credentials as per the requirement of eligibility criteria in “**Technical offer**” as well as “**Financial offer**” to be submitted through IREPS portal. **Bids are required to be submitted only by online mode and uploaded on the e-tendering web site using Digital Signature for signing the documents.**
6. Tenders shall be opened at **the address given below** at 15:30 hours on the same day in the presence of the tenderer(s) or their authorized representatives intending to attend the opening.

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

Chief General Manager/TDL, DFCCIL, 3/20, KPS Tower, Mayur Complex, 3rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282005, U.P.

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

- i) Earnest Money Deposit(EMD)/Bid security declaration
 - ii) Technical offer.
 - iii) Financial offer.
7. Tender shall be submitted as per “Instructions to Tenderers” as followed on IREPS portal.
8. Any tender received without Earnest Money Deposit/Bid security declaration in the form as specified in tender documents shall not be considered and shall be summarily rejected.
9. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without



assigning any reasons thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.

10. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of DFCCIL in this regard shall be final and binding.
11. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 10.0 of Notice Inviting Tender.
12. The validity of the offer shall be 120 days.
13. The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased/downloaded from website mentioned above.

We look forward for your active participation.

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

1.0 ELIGIBILITY CRITERIA

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

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

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

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

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

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

B. Technical capability:

Eligibility Criteria of Tenderer - The minimum eligibility criteria shall be applicable for the advertised cost of work more than Rs 50 Lakhs. But below Rs. 50 lakh firm has to submit his financial capacity, capability and past performance along with the tender form.

II. System of verification of Tenderer’s credentials : - Not applicable for this tender.

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

“The tenderers shall submit a notarized affidavit on a non judicial stamp stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-VI. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the



tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the tender document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned”.

- a) The Railway/DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall when so required by the Railway/DFCCIL, make available such information, evidence and documents as may be necessary for such verification. Any verification or lack of such verification, by the Railway/DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of the Railway/DFCCIL thereafter.
- b) In case any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railway/DFCCILs for 5 (five) years.

(INSTRUCTIONS TO TENDERER)

Instructions to Tenderer

1.0 General (for on line tendering system)

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

1.1 Instructions

a. Online E-Bidding Methodology:

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

b. Broad outline of activities from Bidders perspective:

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

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

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

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

c. Digital Certificates

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

d. Registration

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

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

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

2.0 General (for tender)

2.1 Name of the Work: COMPREHENSIVE, PREVENTIVE AND BREAKDOWN MAINTENANCE OF SCADA IN BETWEEN NEW BHAUPUR – NEW KHURJA SECTION INCLUDING OPERATION CONTROL CENTRE (OCC), ALLHABAD OF EDFC/DFCCIL FOR A PERIOD OF 12(TWELVE) MONTHS

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

- 2.3** The work is proposed to be executed under the following relationship.

A) Employer: DFCCIL address - CGM/TDL, DFCCIL,3/20, KPS Tower, Mayur Complex ,3rd Floor, Near Tulsi Cinema , NH-2 Nagla Padi Agra-282002

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

2.4 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.

2.5 Scope of Work -

COMPREHENSIVE, PREVENTIVE AND BREAKDOWN MAINTENANCE OF SCADA IN BETWEEN NEW BHAUPUR – NEW KHURJA SECTION INCLUDING OPERATION CONTROL CENTRE (OCC), ALLHABAD OF EDFC/DFCCIL FOR A PERIOD OF 12(TWELVE) MONTHS.

The scope given above is only indicative. The detailed scope has been described in the tender documents (Special condition of contract at clause no 4.1).

2.6 Estimated cost of the work: Rs 37,14,018.00

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

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

3.0 Cost of Bidding

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

B. The Bidding Documents

4.0 Content of bidding documents submitted through online mode only

4.1 The bidding documents include the following:

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

4.2 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.

5.0 Understanding and Amendment of Tender Documents

- 5.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies and other circumstances in execution of the work. It shall also carefully read and understand all its obligations and liabilities given in tender documents.
- 5.2 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.
- 5.3 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.
- 5.4 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

C. Preparation of the Bids

6.0 Language of Bid

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

7.0 Signing of All Bid papers and Completing Bill of Quantities

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

8.0 Deviations

The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be indicated in his forwarding letter along with the

tender. Tenderers are advised not to make any corrections, additions or alterations in the in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.

9.0 Earnest Money (Bid Security)

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

10.0 Forfeiture of Earnest Money: Not applicable for this tender

- 10.1 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified for 120 days or extended validity period as agreed to in writing by the tenderer.
- 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.
- 10.3 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

10.4 Return of Earnest Money: Not applicable for this tender

- 10.5 The Earnest Money of the unsuccessful tenderer(s) shall be discharged and returned as promptly as possible.
- 10.6 The Earnest Money Deposit of the successful tenderer shall be dealt as under:
- i) 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.

11.0 Period of validity of the tender:

- 11.1 The tender shall remain valid for the period 120 days after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.

- 11.2 Notwithstanding the above clause, Employer may solicit the tenderer's consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

Submission of Bids

12.0 Deadline for submission of tender

- 12.1 The tender documents shall be submitted in online mode through website www.ireps.gov.in in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of EMD and scanned copy of TDC to be uploaded. Detailed credentials as per the requirement of eligibility criteria in “**Technical offer**” as well as in “**Financial offer**” are to be uploaded”. Bids are required to be submitted only by online mode through e-tendering web site (IREPS portal) using Digital Signature class 3 for signing the documents.

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

- 12.3 Tender document fees received after opening of the tender shall be rejected.

13.0 Withdrawal of tender

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

- 14.0 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.

15.0 Submission of tender/bid:-

- 15.1 The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned in **Para 4.1** of Notice Inviting E-tender and the following:

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

- 15.2 Earnest Money and tender document fees shall be deposited in DFCCIL account and proof of transition along with transaction ID to be scanned and uploaded along with Tender document.

16.0 Bid opening and Evaluation

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

The sequence of opening shall be:

- i) Earnest Money Deposit(EMD)/Bid security declaration
- ii) Technical offer.
- iii) Financial offer.

- 16.2 Tenderer(s) or their authorized representatives who are present shall sign register in evidence of their attendance.
- 16.3 Tenderer's name, presence or absence of requisite Earnest Money Deposit/ Bid security Declaration, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

17.0 Clarification of the tenders

- 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.

18.0 Preliminary examination of bids

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

19.0 Evaluation and comparison of tenders

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-I 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.

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

20.0 Canvassing

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

21.0. Right to accept any tender or reject all tenders

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

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

23.0. Award of Contract

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

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

24.0 Help desk for E-Tendering

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

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

(SPECIAL CONDITIONS OF CONTRACT)

SPECIAL CONDITIONS OF CONTRACT

1.0 INTRODUCTION

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

CGM/Tundla unit have jurisdiction from New Bhaupur to New Khurja with it's CGM/Tundla unit at Agra.

2.0 Definitions

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

- i) "Railway/DFCCIL" shall mean the President of the Republic of India or the Administrative Officers of the Railway/DFCCIL or of the successor. DFCCIL authorized or anyother officer of DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.
- ii) "CHIEF GENERAL MANAGER" shall mean the officer in administrative in-charge of the project in charge of APL-1 section (Bhaupur –Khurja) and shall mean and include their successors, of the successor DFCCIL.
- iii) "DEPUTY CHIEF PROJECT MANAGER " shall mean the officer in charge of lotwise or department /SandT/Electrical/Finance wise (Engineering department) of the DFCCIL include their successors of and shall mean and the successor DFCCIL.
- iv) PROJECT MANAGER/ DEPUTY PROJECT MANAGER/ASSISTANT PROJECT MANAGER shall mean the officer department wise (Engineering /S&T/ Electrical/ Finance Department) of the DFCCIL and shall mean and include their successors of the success of DFCCIL.
- v) "TENDER or BID" means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, or Consortium for the execution of the works.
- vi) "TENDERER" shall mean the person/ the firm or company whether incorporated ornot who tenders for the work with a view to execute the works on contract with DFCCIL and shall include their personal representatives, successors and permitted assigns.



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

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

- 3.1 The tenderer/s are requested to visit the area of work and ascertain himself/themselves with the proposed works / services, surroundings and prevailing law and order conditions.
- 3.2 The location of the SCADA equipments are located in the state of Uttar Pradesh.



4.0 **SCOPE OF WORK:-**

COMPREHENSIVE, PREVENTIVE AND BREAKDOWN MAINTENANCE OF SCADA IN BETWEEN NEW BHAUPUR – NEW KHURJA SECTION INCLUDING OPERATION CONTROL CENTRE (OCC), ALLHABAD OF EDFC/DFCCIL FOR A PERIOD OF 12 (TWELVE) MONTHS.

- 4.1 *The brief scope of work covers “COMPREHENSIVE, PREVENTIVE AND BREAKDOWN MAINTENANCE OF SCADA IN BETWEEN NEW BHAUPUR – NEW KHURJA SECTION INCLUDING OPERATION CONTROL CENTRE (OCC), ALLHABAD OF EDFC/DFCCIL FOR A PERIOD OF 12(TWELVE) MONTHS”*

Place of work- In the jurisdiction of DFCCIL, New Bhaupur – New Khurja section under CGM Tundla and OCC at Allahabad.

The work shall be executed under supervision of authorized representative of CGM/TDL, GM/EL/TDL or PM/EL/TDL .

If required by DFCCIL any other station/Site may be included under Schedule of work and no additional charges shall be given for this.

- 4.2 Quantities in schedule annexed to Contract- The quantities set out in the accepted schedule of rates with item of work quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfillment of his obligations under the contract. The actual/final quantity shall be executed as per approved design and drawing which is to be prepared by contractor if required. All the design calculations, if any, shall be done by contractor before execution of work. The contractor shall be responsible for any wastage of material due to mistake in design calculations.
- 4.3 New item of work – If during execution of the work, the contractor is called upon to carry out any new item of work not included in schedule of prices, the contractor shall execute such work at such prices as may be mutually agreed with the purchaser before commencement.

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

4.4 **LOCAL CONDITIONS :**

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



- 4.4.2 The intending tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender papers are adequate and all inclusive, for the completion of works to the entire satisfaction of the DFCCILs.
- 4.4.3 In the event of the intending tenderer desiring to have a field survey before furnishing his tender/quotations, he may apply to DFCCILs for permission in this regard. The DFCCILs will give such permission in writing but all the expenses in this regard will be borne by the tenderers.
- 4.4.4 The intending tenderer is advised to study the tender papers carefully, any submission of a bid by the tenderers shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his offer. Failure to adhere to anyone of these instructions may render his offer liable to be ignored without any references.

4.5 INTEGRATION WITH EXISTING WORKS:

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

4.6 ELECTRIC SUPPLY:

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

4.7 SCHEME OF WORK AND PROGRESS REPORT:

- 4.7.1 The Contractor shall within fifteen (15) days of the date of award of the contract submit a BAR/PERT CHART and scheme for the execution. The contractor shall indicate in the form of notes of the assumptions and the basis adopted for the preparation of this BAR/PERT CHART.
- 4.7.2 The contractor shall submit a monthly progress report detailing the actual progress made in all activities as compared to the above BAR/PERT CHART. The monthly progress report shall indicate the reasons for the variations if any between the schedule quantities and actual progress, the action proposed and corrective measures required wherever necessary.

4.8 INDIRECT TAXATION

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

4.9 FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/ pandemic, quarantine restriction, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is



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

4.10 **AGREEMENT:**

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

4.11 **A)EXPENSES OF CONTRACTOR DRAWINGS ETC.:**

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

B) CONTRACTOR'S DRAWINGS:

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

4.12 **SUB CONTRACTORS**

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

4.13 **DEFAULT AND DELAY**

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

4.13.2 **LOSS SUSTAINED DUE TO DEFAULT AND DELAY:**

In the event of any loss to the purchaser on account of execution and/or completion of the work or any parts thereof by agencies other than the contractor in terms of the clause 4.13 the contractor shall be liable to reimburse the loss to the purchaser without



prejudice to any other right and remedies of the purchaser, and as the case may be met at the option, of the purchaser, from out of all or any of the following sources viz.

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

4.14 **CONTRACTOR'S RESPONSIBILITY FOR DISCREPANCY:**

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

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

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

4.16. **Deployment of Qualified Engineers at Work Sites by the Contractor:**

- 4.16.1 The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s).
- 4.16.2 In case the Contractor fails to employ the Engineer, as aforesaid in Para 4.16.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.



4.17 **WORKS BY OTHER AGENCIES:**

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

4.18 **ACCESS TO WORK SITE:**

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

4.19 **INSURANCE:**

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

4.20 **PENALTY FOR DELAY IN COMPLETION:**

- a) If the contractor fails to execute and complete the work within time specified in the agreement or within the period of extension granted except in so far that the delay is on the purchaser's account; the contractor shall accept reduction in the total amount payable to him by the purchaser at the rate of ½% (half percent) per week of the contract value for the actual delay occurred and until the work shall have been completed under the contract and such reduction shall be accepted by the purchaser in full satisfaction of the contractor's liability arising from delay only. The Engineer shall at his sole discretion, specify a time limit within which the unfinished portion of the work shall be completed. In the event of failure of the



contractor, the purchaser shall be at liberty to take action in accordance with provision in General Conditions of Contract 2014 or latest.

- b) Extension of time- If aforesaid shall have arisen from any cause which the purchaser may admit as being a responsible ground for extension of time the purchaser shall allow such additional time as he may in his absolute discretion consider to be reasonably justified by the circumstances of the case.
- c) In such a case or in a case of delay in completion of the work under this contract within the time limit, the purchaser reserves the right to get the work completed by contractor as per provisions of contract. The purchaser will give to the contractor for this purpose 7 days previous notice. The contractor shall then take at his own expense all necessary steps to complete the works in accordance with the provision of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests, for reason other than for which the contractor is responsible, the “Provisional Acceptance Certificate” shall be issued at or within a mutually agreed reasonable period not exceeding 6 months after completion of the work.
- d) Imposition of token penalty for delay in the completion of work- Competent authority while granting extension to the currency of contract under clause 17 (B) of GCC may also consider levy of token penalty as deemed fit based on the merit of the case.

4.21 Warranty/Defect Liability

- 4.21.1 The Contractor shall Guarantee satisfactory working of all the equipment & the installations erected by him, irrespective of origin (imported or indigenous) shall be guaranteed for trouble free and satisfactory performance for a period of 12 months from date of commissioning. The guarantee for spares should be coincident with the guarantee for erected equipment's.
- 4.21.2 During the period of guarantee the Contractor shall keep available an experienced engineer and necessary equipment to attend to any defective installations resulting from defective erection and / or defects in the equipment supplied by the contractor. This engineer shall not attend to rectification of defects, which arise out of normal wear and tear and come within the purview of routine maintenance work. The Contractor shall bear the cost of all modifications, additions or substitutions that may be considered necessary due to faulty material, design or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Electrical Engineer in-charge of work or his (their) successor(s)/nominee.
- 4.21.3 During the period of guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the equipment whether such equipment be of his own manufacture or those of his sub-contractors, whether arising from faulty design, material, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts or not repairable at site are promptly return to the contractor if so required by him at his (Contractor's) own expenses. In case of type defects in Contractor's equipment & components detected during the guarantee period, the Contractor should replace all such items irrespective of the fact that whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Purchaser at site. In such a case, the



Contractor shall be informed in advance of the works proposed to be carried out by the Purchaser.

- 4.21.4 If it becomes necessary for the Contractor to replace or renew any defective portions of the equipment under the para aforesaid then the provision of the said para shall also apply to the portions of the equipment so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of above mentioned period which ever is later. Such extension shall not apply in case of defects of a minor nature, the decision of the Engineer or his successor / nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period, the Purchaser may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the Purchaser may have against the Contractor in respect of such defects or faults.
- 4.21.5 The repaired or renewed parts shall be delivered and erected on site free of charge to the Purchaser.
- 4.21.6 Any material, fittings, components or equipment supplied shall also be covered by the provision of this paragraph. The liability of the contractor under the guarantee will be limited to re-supply of equipment, components and fittings. Such re-supply shall be effected at the contractor's depot or, in the event of closure of the depot, at the store depot or the Engineer in charge of maintenance of overhead equipment of the section covered by the contract.
- 4.21.7 In the case of materials, components, fittings and equipment supplied by the purchaser, no liability will rest on the contractor for failure on account of defective materials or workmanship and for any consequential damages. Such defective materials, if not yet erected on line, will be returned to by the contractor to the purchaser and such quantities will be considered for the purpose of final reconciliation over and above.
- 4.21.8 No tools & plants shall be supplied by DFCCIL.
- 4.21.9 The Contractor shall receive calls for any and all problems experienced in the operation of the systems, attend to these within 12 hours of receiving the complaints and shall take steps to immediately correct any deficiencies that may exist.
- 4.21.10 The Equipment supplied shall provide satisfactory services as per scope of work during and up to completion of guarantee period. In case, the system malfunctions or does not perform to the required standards as specified in scope, the penalty/recovery for exceeding the prescribed/offered limit as deemed fit in the opinion of the engineer in-charge of work, the same shall be recovered from the contractor from the payment due or through encashment of Bank Guarantee available in hand.

4.22 **FINAL ACCEPTANCE:**

- a) The final acceptance of the entire plant shall take effect from the date of expiration of the period of guarantee as defined in Clause 4.21 provided the installations provisionally accepted are still in perfect working order.
- b) If on the other hand the installations are not in the perfect working order at the end of the guarantee period the purchaser may either extend the period of guarantee until necessary works are carried out by the contractor, or carry out these works or have them carried out on behalf of the contractor and at his expense. A certificate



of final acceptance shall then be issued by the purchaser, which will terminate the contract.

4.23 **MATERIAL** - All the materials, components and fittings etc to be supplied by the contractor shall only be procured from approved suppliers/ vendors/manufactures.

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

5.0 **TIME SCHEDULE:** -

5.1 The entire work is required to be completed in all respects within 12 (Twelve) month from commencements of work after taking over assets from system contractor.

5.2 Time is the essence of contract. The contractor will be required to maintain steady and regular progress to the satisfaction of the engineer to ensure that the work will be completed in all respects within the stipulated time failing which action may be taken by the DFCCIL Administration in terms of General conditions of contract July 2014 with correction slip or latest.

6.0 **RATES:** -

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

6.2 All statutory taxes and liabilities levied/may be levied in future by the Central and State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.

6.3 GST is inclusive for this tender.

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

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

7.0 **QUANTITY VARIATION:** -

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



- (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work. The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
- (ii) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (iii) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rates irrespective of any variation.
- (iii) Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
- (iv) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
 - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;
 - (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
 - (c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO / FA&CAO(C) and approval of General Manager.
 - (v). In cases where decrease is involved during execution of contract :
 - (a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - (c) It should be certified that the work proposed to be reduced will not be required in the same work.
 - (vi). The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
 - (vii). No such quantity variation limit shall apply for foundation items.
 - (viii). As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items,



the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

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

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

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

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

8.0 **TERMINATION OF CONTRACT: -**

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

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

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

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

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

10.0 **ORDER OF PRIORITY OF CONTRACT DOCUMENTS:-**

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

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



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

11.0 **JURISDICTION OF COURTS:-**

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

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

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

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

15.0 **RETENTION MONEY:**

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

16.0 **RELEASE OF RETENTION MONEY:**

- 16.1 The Retention Money shall be returned to the contractor after the expiry of the Defect Liability Period after passing the final bill based on the No Claim Certificate with the approval of Competent Authority. The competent authority shall normally be the authority who is competent to sign the Contract Before releasing the Retention Money/ Security Deposit, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.
- 16.2 If requested by the Contractor, 50% of the Retention money may be released on deduction of retention money reaching 5% of the contract value against submission of Bank Guarantee for an equivalent amount by the Contractor in the prescribed Performs from any scheduled Bank. This Bank Guarantee shall be kept valid till the period of three months beyond the expiry of Defect Liability Period. Fixed Deposit Receipt (FDR) from a scheduled bank endorsed in favour of the Employer can be submitted by the Contractor in lieu of the Bank Guarantee for release of 50% Retention Money. In case of the requirement, the Bank Guarantee/FDR shall be extended by the contractor, for the period as directed by the Engineer/Employer.



17.0 **PERFORMANCE BANK GUARANTEE**

The procedure for obtaining Performance Guarantee is outlined below:

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



The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.

- (f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay DFCCIL any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

18.0 DEFECT LIABILITY PERIOD : The period of defect liability for the works shall be Two Months starting from the date of completion of the work or as certified by the DFCCIL.

19.0 Updation of Labour Data on Railway's Shramikkalyan Portal:

- A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways/DFCCIL's General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website "www.shramikkalyan.indianrailways.gov.in". Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of portal shall be done as under:
 - a) Contractor shall apply for one-time registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA)/Contract Agreement on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.



- d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advance' or 'performance guarantee/Security deposit', Contractor shall submit a certificate to the Engineer or Engineer's representative that "I Have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till-----Month-----Year."

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract July 2014 (Part-I and II) of the Indian Railway shall be followed with latest correction slips and amendments issued from Indian Railway/DFCCILs.

The General Conditions of Contract July 2014 (Part-I and II) of the Indian Railway along with latest correction slips and amendments, will form part of the tender/contract documents.

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

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

(ANNEXURES)

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

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

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

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

**ANNEXURE-II****Performa for Affidavit. {on the letterhead of the bidder}**

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

**Signature of
Proprietor/Director/Partner**

SCOPE OF WORK:**Detailed Scope of Work: -**

The scope of work under this tender: – **“COMPREHENSIVE, PREVENTIVE AND BREAKDOWN MAINTENANCE OF SCADA IN BETWEEN NEW BHAUPUR – NEW KHURJA SECTION INCLUDING OPERATION CONTROL CENTRE (OCC), ALLHABAD OF EDFC/DFCCIL FOR A PERIOD OF 12(TWELVE) MONTHS”**

(I). EXPLANATORY NOTES OF SCHEDULE

1.0 Name of Work:- “COMPREHENSIVE, PREVENTIVE AND BREAKDOWN MAINTENANCE OF SCADA IN BETWEEN NEW BHAUPUR – NEW KHURJA SECTION INCLUDING OPERATION CONTROL CENTRE (OCC), ALLHABAD OF EDFC/DFCCIL FOR A PERIOD OF 12(TWELVE) MONTHS”

SECTION I - General

1. Explanatory notes for various items of work in schedule are given below.
2. Erection of any item of equipment, whether supplied by the contractor or by the purchaser will include proper connecting, testing, commissioning and bringing the equipment into operation in accordance with special condition of contract and specifications and to the satisfaction of the purchaser.
3. All the tools and equipment such as drilling machine etc. required during execution of the work shall be arranged by the contractor.
4. All the safety precautions for men and material working within DFCCIL/Other Govt. agencies premises should be taken by the contractor. The contractor shall be responsible in all respect, if any of their workmen meets with an accident due to non-observation of the safety precautions. Tenderer shall indemnify DFCCIL against any or all claims which may arise because of any reason under any circumstances/incident/accident.
5. The DFCCIL shall not be responsible for any loss or damage to contractor material/equipment, tools and plants etc. from any cause what so ever.
6. The works shall be carried out to the full satisfaction of authorized representative of DFCCIL.
7. To and fro transportation, loading and unloading of T and Ps and material from the firm's works place to site shall be arranged by the contractor.
8. The rates quoted by the quotationers and accepted by the DFCCIL administration shall hold good till completion of the work and no additional individual claims will be admissible on account of the fluctuation in market rates, increase in taxes/levies/GST/ toll taxes etc.
9. DFCCIL reserves the right to reject all or any tender without assigning any reason thereof or relax or change any of the conditions/ specifications stipulated in the tender.
10. The contractor shall intimate inspection programmes of the work in advance. The equipments/instruments required for checking at site or in office place shall be arranged by the contractor.



SECTION II - PARTICULAR

Details of work is as under -

S. No	Description	Qty	
Schedule -1 - Comprehensive, Preventive and Breakdown maintenance for Traction SCADA system			
1	Comprehensive, Preventive and Breakdown maintenance for complete Computer Based Traction SCADA system in Operational Control Centre (OCC) comprising with equipments	12	Months
Schedule -2 - Comprehensive, Preventive and Breakdown maintenance for Non Traction SCADA system			
1	Comprehensive, Preventive and Breakdown maintenance for complete Computer Based Non-Traction SCADA system in Operational Control Centre (OCC) comprising with equipments	12	Months
Schedule -3 - Comprehensive, Preventive and Breakdown maintenance of Remote Terminal Units at Traction Sub station (05 nos), Switching stations (SP -06 nos & SSP -11 nos), Stations (10 nos), IMSD (08 nos) & IMD(02 nos) comprising with equipments.			
1	Remote terminal units (RTUs) of Traction Sub stations (05 nos TSS)	60	Months
2	Remote terminal units (RTUs) of switching stations (SP-06 nos, SSP-11nos)	204	Months
3	Remote terminal units (RTUs) of substations for Traction SCADA system (10 nos) & non SCADA system (10 nos)	240	Months
4	Remote terminal units (RTUs) of IMD (02 nos) & IMSD (08 nos)	120	Months
5	Remote terminal units (RTUs) of OCC (02 nos).	24	Months
Schedule -4 - Comprehensive, Preventive and Breakdown maintenance of UPS and battery bank in operational Control Centre(OCC).		77	Nos

Schedule – 01 :- Comprehensive, Preventive and Breakdown maintenance for Traction SCADA system-

The scope of work includes comprehensive maintenance, preventive maintenance and break down attention of Traction SCADA system complete with all software, all equipment's installed in OCC including replacement of defective parts and accessories up gradation of software. The work shall also include replacement and bring into operation new equipment as replacement during the currency of the contract.

List of the Traction SCADA equipment at RCC is as under:-

S.No	Description of material	Make	Total Qty.
1	SCADA main server (Main+ Redundent)	Make :- Huawei Model No.RH2288H V3	2
2	Front end processor server (Main+ Redundent)	Make :- Huawei Model No.RH2288H V3	2
3	Archive Server (Main+ Redundent)	Make :- Huawei Model No.RH2288H V3	2
4	Web Server (Main+ Redundent)	Make :- Huawei Model No.RH2288H V3	2
5	Domain Server (Main+ Redundent)	Make :- Huawei Model No.RH2288H V3	2



6	KVM Switch, KVM Desk & accessories	Make:-HP Model No. HP Server Console switch (AF616A)	1
7	SCADA Ethernet Switch 48 Ports	Make:-Dell	2
8	Engineering workstation (with dual monitors) (Monitor 2Nos, CPU, Keyboard & Mouse)	Make:- HP	1
9	Datalog colour Printer	Make HP	1
10	Operator workstation (with dual monitors) (Monitor 4 Nos, CPU 2 No, Keyboard & Mouse 2 nos.)	Make-HP	2
11	Operator workstation colour Printer	Make HP	1
12	General purpose PC	Make HP	1
13	General purpose colour Printer	Make HP	1

Note: Any other item supplied/Erected/commissioned in the work shall be covered in Comprehensive, Preventive and Breakdown maintenance by the contractor till the completion of work.

Schedule – 02 :- Comprehensive, Preventive and Breakdown maintenance for Non Traction SCADA system-

The scope of work includes comprehensive maintenance, preventive maintenance and break down attention of Non Traction SCADA system complete with all software, all equipment's installed in OCC including replacement of defective parts and accessories up gradation of software. The work shall also include replacement and bring into operation new equipment as replacement during the currency of the contract. All functional equipments supplied by the contractor for SCADA system (excluding item such as furniture) shall be in the scope of maintenance contract.

List of the Non - Traction SCADA equipment at OCC is as under:-

SN	Description of material	Make	Total Qty.
1	SCADA main server (Main+ Redundent)	Make :- Huawei Model No.RH2288H V3	2
2	Front end processor server (Main+ Redundent)	Make :- Huawei Model No.RH2288H V3	2
3	Archive Server (Main+ Redundent)	Make :- Huawei Model No.RH2288H V3	2
4	KVM Switch, KVM Desk & accessories	make:-HP Model No. HP Server Console switch (AF616A)	1
5	SCADA Ethernet Switch 48 Ports	Make:-Dell	2
6	Engineering workstation (with dual monitors) (Monitor 2Nos, CPU, Keyboard & Mouse)	Make:- HP	1
7	Datalog colour Printer	Make HP	1



8	Operator workstation (with dual monitors) (Monitor 4 Nos, CPU 2 No, Keyboard & Mouse 2 nos.)	Make-HP	2
9	Operator workstation colour Printer	Make HP	1
10	General purpose PC	Make HP	1
11	General purpose colour Printer	Make HP	1
12	BMS Server (Main+ Redundent)	Make :- Huawei Model No.RH2288H V3	2
13	BMS Operator workstation (Monitor 2 Nos, CPU No, Keyboard & Mouse 1 nos.)	Make-HP	1
14	BMS Engineering workstation (with dual monitors) (Monitor 1Nos, CPU, Keyboard & Mouse 1 nos.)	Make:- HP	1
15	Training servers	Make :- Huawei Model No.RH2288H V3	2
16	Training operator workstation (with dual monitors) (Monitor 4 Nos, CPU 2 No, Keyboard & Mouse 2 nos.)	Make:- HP	2

Note: Any other item supplied/Erected/commissioned in the work shall be covered in Comprehensive, Preventive and Breakdown maintenance by the contractor till the completion of work.

Schedule – 03 :- Comprehensive, Preventive and Break down Maintenance of Remote Terminal Units(RTUs) at Traction sub stations (TSS 5 Nos) , Switching station(SP/SSP 17 Nos), All Stations for Traction & Non Traction (20 Nos), IMSD (8nos), IMD (2 Nos), OCC for BMS & Training(2 nos), All comprising with equipments – The scope of work includes comprehensive maintenance (preventive maintenance and break down attention) of RTU's including replacement of defective parts and accessories. The work shall also include replacement and bring into operation new equipment as replacement during the currency of the contract. The scope of work also includes to get the RTU's maintained which are under warranty.

List of RTU's is as under:-

SN	Description of material	Make	Total Qty.
1	Remote terminal Units (RTUs) of Traction Sub stations		
1.1	Remote terminal Units (RTUs) of traction Sub stations (5 Nos. TSS) of GE Make	Make GE, USA	5
1.2	Operator workstation (with dual monitors) (Monitor 1 Nos, CPU 1 No, Keyboard & Mouse 1 nos.)	HP	5
2	Remote terminal Units (RTUs) of Switching Stations		
2.1	Remote terminal Units (RTUs) of Switching Stations (6 Nos.SP & 11 nos. SSP) of GE Make	Make GE, USA	17
3	Remote terminal Units (RTUs) of Substations		



3.1	Remote terminal Units (RTUs) of Substations for Traction SCADA System (10 Nos) and Non Traction SCADA System (10 Nos)	Make GE, USA	20
3.2	Operator workstation for Non Traction (Monitor 1 Nos, CPU 1 No, Keyboard & Mouse 1 nos.)	HP	10
4	Remote terminal Units (RTUs) of IMD & IMSDs		
4.1	Remote terminal Units (RTUs) of IMD (2 Nos)& IMSDs (8 Nos) of GE Make	Make GE, USA	10
4.2	Operator workstation (with dual monitors) (Monitor 1 Nos, CPU 1 No, Keyboard & Mouse 1 nos.)	HP	10
5	Remote terminal Units (RTUs) of OCC		
5.1	Remote terminal Units (RTUs) of OCC for BMS & Training (2 Nos) of GE Make	Make GE, USA	2

Schedule – 04 :- Comprehensive, Preventive and Break down Maintenance of UPS and battery bank in Operational Control Centre (OCC) – The price shall includes comprehensive maintenance & preventive maintenance and break down attention of APC Schneider make model no SRC1KI-IN UPS with static switch and switching cubicle with 653 V DC/150AH AMARON QUANTA manufactured by AMARA RAJA Batteries Ltd., SMF-VRLA battery set (2set of 50nos. cell of 12 volt) installed at OCC including replacement of defective parts and accessories.

1	Comprehensive, Preventive and Break down Maintenance of dual standard 1 KVA capacity UPS of All RTUs Locations		
1.1	Comprehensive, Preventive and Break down Maintenance of dual standard 1 KVA capacity UPS for All RTUs Locations and battery set installed at OCC	Make:- APC Schneider Model:-SRC1KI-IN	77

(II). Maintenance:

- The contractor shall carry out inspection of complete SCADA system for servicing, checking of individual components/devices/cards/plug and sockets etc. If any component found faulty should be rectified/replaced properly. This shall include equipment/sub assemblies such as monitor, CPU, modems, Printer, Key Boards, LAN hub, UPS & battery & cards etc. at OCC and power supply unit, modems, various modules and all types of cards etc at RTU. All such replacement/rectification must be intimated to concerned DFCCIL officials. In case of any design inadequacy is noticed or repeated failures of same equipment or similar type of components, a thorough investigation is to be carried out. In order to arrest such failure modification in the system, design up gradation etc. may be implemented to maintain reliable and efficient services of complete system.
- All maintenance instructions/schedules prescribed by OEM for daily /monthly/ quarterly/ annual maintenance shall be strictly followed. All servicing should be done in accordance with approved drawings, RDSO maintenance instructions and specifications. System configuration and wiring shall not be generally changed/altered with respect to installed/present status unless it is extremely necessary for suitable operation and normalization of system. After thorough servicing contractor's representative shall record all the work done/pending or warning for wearing/ageing of equipments/components in the register.



3. **Hardware and Software Maintenance & Up gradation:** The contractor shall ensure smooth and trouble free operation of SCADA system during entire Comprehensive, preventive and breakdown maintenance contract period. However, if SCADA system does not meet the desired performance and defects continue to persist either due to operating system upgraded & old version not supported or hardware components not available as obsolete. In these conditions, contractor shall upgrade the system free of cost and DFCCIL shall not be liable to upgrade any software or hardware configuration in compliance OEMs instructions.

In addition to above 10% or 01 (one) whichever is higher of the total holding of the different types of cards/modules of RTU (e.g. DI, DO, CPU, AI, PSU, built in MODEM card etc.) shall be handed over to the purchaser after completion of the Comprehensive, preventive and breakdown maintenance CONTRACT period for using as spares for remaining life of the SCADA system.

The SCADA vendors shall include this aspect in Comprehensive, preventive and breakdown maintenance contract while quoting prices for Comprehensive, preventive and breakdown maintenance contract.

4. Configuration of any additional equipment/RTU arising out due to change in layout/addition of BM/CB etc shall be done free of cost in compliance with OEMs instructions.
5. Each breakdown or failure of any components or malfunctioning of equipments are to be explained by contractor along with remedial measures to be adopted to avoid such reoccurrence.
6. **Break Down and General Maintenance at OCC:**

Contractor's representative shall be available in prime shift (8AM to 5PM) on all days including Sundays and holidays. The site engineer shall try to restore any failure /breakdown within minimum possible time. Abnormal status, Portmon data (If any) will be saved for analysis at a later stage.

The site engineer shall be fully conversant with the configuration of master station SCADA software and shall be required to load the OS (Operating System) and application software in one or more computer as per requirement.

7. **Preventative Maintenance at OCC:**

- 7.1 **Daily Maintenance:** Site Engineer shall check the system as per the complaint book maintained by OCC supervisor /TPC. He shall ensure that all SCADA computers with associated equipments are working satisfactorily. Time setting of OCC computers should be synchronize with GPS receiver clock and adjusted as per master clock. As per requirement, portmon data need to be saved and analysed by the site engineer.

7.2 **Monthly Maintenance:** Site Engineer shall check the system as follows:

- (i) Check for satisfactory working of OCC machines.
- (ii) Checking for Change over from main to stand by & vice versa.
- (iii) Check that all the reports are logging properly.
- (iv) Check that logging in event list and Alarm list are proper.
- (v) Delete unnecessary log files in all computers.
- (vi) Up date Antivirus Software if required.
- (vii) Check that printers are working properly.



- (viii) Take back up of data for every two months in a CD. Unnecessary files, reports should be deleted after taking back up.
- (ix) Perform DB level Testing at OCC.
- (x) Configuration changes if any desired by Railway/DFCCIL.
- (xi) Checking of LAN cables, connectors etc,
- (xii) Check functioning of UPS by switching off the main power supply for 15 minutes duration. Ensure smooth functioning of all OCC equipments.
- (xiii) Dust to be cleaned without opening of cabinet with vaccum cleaner.
- (ix) Apart from above items, any other maintenance item can be modified/added in schedule, if required, after approval of DFCCIL.

7.3 Half Yearly & Yearly Maintenance: In addition to daily, monthly maintenance schedules cleaning of cable tray, dust accumulated under PC tables shall be done using vacuum cleaners. The earthing of OCC equipment must be checked. Data downloading to be recorded. Check the condition of door rubber gasket, if found unsatisfactory, replace the gasket. Apart from above items, any other maintenance item can be modified/added in schedule, if required, after approval of DFCCIL.

7.4 Maintenance of UPS & Battery at OCC: Maintenance shall be carried out as per maintenance manual given by UPS & Battery set supplier separately. In this connection Annual capacity test and AH efficiency test of battery set shall be carried out, as preventive maintenance measures, as per manufacturer's recommendation.

7.5 Breakdown and General Maintenance of RTU:

As per the requirement & nature of break down, site Engineer shall be available at site with in reasonable time depending upon distance of controlled post from OCC. The site engineer shall be fully conversant with the loading of software/OS at RTU through notebook computer and capable of configuring a new RTU in the system as per the requirement. "dB level" checking may have to be carried out at different locations, as per the requirement to ascertain the healthiness of communication channel.

8. Preventive Maintenance of RTU:

8.1 Monthly Maintenance: Site Engineer shall carry out RTU maintenance as follows:

- (i) Inner and Outer surface of the equipment cubicles should be well cleaned with the help of Vacuum cleaner/blower and by vim, soap and cleaner. Check the any entry of lizard or other reptiles in the RTU, if found then close it properly.
- (ii) Check the tightness of wires at the terminals coming from the field and internal.
- (iii) Check the Earth terminal of RTU cubicle and Electronics Bus. Both terminals should be separate of each other.
- (iv) Check and measure the Trans and Receive level in close circuit (On line) and record it.
- (v) Clean the power supply unit of the RTU and check its working on AC and DC.
- (vi) Check the condition of cooling fan, tubelight, door gasket and lock, if not satisfactory, attend the same.
- (vii) Apart from above items, any other maintenance item can be modified/added in schedule, if required, after approval of DFCCIL.

Note: Monthly schedule shall be carriedout as per above, if required. Review to be done for monthly maintenance according to RTU condition after joint report between DFCCIL and firm representative at the time of execution of work.



8.2 Quarterly Maintenance:

Site Engineer shall carry out RTU maintenance as follows:

- (i) Inner and Outer surface of the equipment cubicles should be well cleaned with the help of Vacuum cleaner/blower and by vim, soap and cleaner. Check the any entry of lizard or other reptiles in the RTU, if found then close it properly.
- (ii) Remove the module covers and then clean the modules with the help of Vacuum cleaner/blower.
- (iii) Clean the power supply unit of the RTU and check its working on AC and DC.
- (iv) All the modules of the equipment should be cleaned from outer side by CTC or any proper cleaner with the help of muslin cloth and brush.
- (v) Check the tightness and L.E.D's of all the modules (Analog, Input, Output etc). If the jacks are found dirty with dust and sulphation then removes the modules and clean the jacks assembly.
- (vi) Check the tightness of wires at the terminals coming from the field and internal.
- (vii) Both ends of the transmission cord , terminated in the RTU should be checked for their proper connections.
- (viii) Check the working and their indication (L.E.D'S) of all the monitors (Voltage, AC, DC and Under Voltage) and Transducers (Voltage, Current, PF, MVA,KVAH) provided in the RTU.
- (ix) At the Grid Substation in the control cubicle and other switching stations in the PSI Terminal board checks the terminal of RTU's wire.
- (x) Check the Earth terminal of RTU cubicle and Electronics Bus. Both terminals should be separate of each other.
- (xi) Check and measure the Trans and Receive level in close circuit (On line) and record it.
- (xii) Put the Naphthalene balls inside the RTU cubicle.
- (xiii) In the end check the AC lamp, Door Locks, Door and paint of the cubicle. If there is any Deficiency notes it down and makes arrangement to rectify it separately.
- (ix) Check the condition of cooling fans and if not satisfactory, change the fan.
- (xv) Check the condition of door rubber gasket , if found unsatisfactory, replace the gasket.
- (xvi) Apart from above items, any other maintenance item can be modified/added in schedule, if required, after approval of DFCCIL.

8.3 Half yearly Maintenance:

- (i) Repeat the quarterly schedule as mentioned above.
- (ii) Checking of db level/noise level and distortion in signals at CT Box/modem to ensure adequate signal inputs outputs for effective functioning of SCADA system.
- (iii) Checking of setting and range of different transducer and ensure correct receipt of measures at OCC.
- (iv) Checking of integrated value of max demand at OCC and ensure its genuiness as well as timely sounding of hooter.
- (v) Blowing out the dust from RTUs cubicle to eliminate any accumulation if dirt thus preventing any malfunctioning of cards/components on this accounts.
- (vi) The proforma for the check list of the controlled stations, attached at annexure 'A' shall be signed jointly by the representative of the purchaser and the firm's engineer.
- (vii) Check the condition of cooling fans and if not satisfactory, change the fan.
- (viii) Check the condition of door rubber gasket , if found unsatisfactory, replace the gasket.
- (ix) Apart from above items, any other maintenance item to be modified/add in schedule, if required, after approval of SCADA.

8.4 Yearly Maintenance:

- (i) Repeat the half yearly schedule as mentioned above.
- (ii) Checking the db level/noise level and distortion in signals at CT Box/modem to ensure



- adequate signal inputs and outputs for effective functioning of SCADA system.
- (iii) Checking the setting and range of different transducer and ensure correct receipt of measures at OCC.
 - (iv) Checking of integrated value of max demand at OCC and ensure its genuineness as well as timely sounding of hooters.
 - (v) Blowing out the dust from RTUs cubicle to eliminate any accumulation of dirt thus preventing any malfunctioning of cards/components on this account.
 - (vi) The proforma for the check list of the controlled stations, attached at annexure 'A' shall be signed jointly by the representative of the purchaser and the firm's engineer.
 - (vii) Check the condition of door rubber gasket, if found unsatisfactory, replace the gasket.
 - (viii) Apart from above items, any other maintenance item to be modified/add in schedule, if required, after approval of DFCCIL.

8.5 Preparation of reports:

- 8.5.1** After each preventive and breakdown maintenance, the contractor's representative shall record in the register details of works done, causes of faults. All such items shall be discussed with user.
- 8.5.2** Monthly, Quarterly, Half yearly and yearly reports of checks carried out and proposed action plan shall be signed jointly by DFCCIL's representative and firm's Engineer.
- 8.5.3** The contractor's representative shall furnish the reports of communication failures to the Railway/DFCCIL representative on weekly basis. In case communication failures are more for a particular post, the joint checking of communication parameters with S&T, OCC Engineer and Site Engineer shall be carried out.

9.0 General Terms & Condition:

- 9.1** The genesis of entering into maintenance contract is to ensure 100% availability of all associated equipments for correct switching operation of various devices, feed back of operations performed and correct value of measurements, received etc.
- 9.2** The firm will take all preventive steps to keep the system healthy since it is on line system, preferably no breakdown of any equipment or part of the equipment will be acceptable. As and when any failure, take place all out efforts will have to be put in by the firm for fastest rectification of the faults to restore normalcy failing which penalty shall be levied.
- 9.3** Contractor's representative shall be available in prime shift (8AM to 5PM) on all days including Sunday and holidays and Contractor shall ensure that its authorized representative will be available at OCC in 30 Minutes from the time of placement of call when any breakdown occurs or when the minimum configuration is down outside the prime shift. Any call not pertaining to break down or minimum configuration may be attended during prime shift on next working shift.
- 9.4** The firm shall post adequate no. of well-qualified and experienced Engineers with assistant at the site & OCC, so that delay in attending the day-to-day problems may be minimized. Lack of knowledge of service engineer may cause problems instead of solving troubles; it is to be ensured that the service engineer must have sufficient technological background. The engineer shall be preferably a graduate engineer or a diploma holder with minimum 5 years of experience in the field of maintenance of SCADA system and he shall have sufficient knowledge of analysis of protocol data packets captured through Portmon or similar software. Whenever, the service engineer leaves OCC on leave etc, a suitable replacement shall be posted well in advance.



Note: Firm shall post minimum 02 Nos of experienced Engineers for the above work as well as for attending of regular maintenance and breakdown, firm representative will arrange necessary T & P and spares at site including regular transportation required. Only one DFCCIL representative will go to site for purely supervision of work only.

- 9.5** The contractor shall provide mobile phones to its representatives, who can be contacted by purchaser for reporting abnormality in the system. The down time shall be that reckoned from the time the message is sent till the purchaser certifies the system functional. However minor system abnormalities which does not result in total system failure shall not be counted in calculating the system down time though included in the scope of the work. Decision of purchaser shall be final in this regard.
- 9.6** The contractor has arranged their own transport for meeting the requirements of maintenance contract.
- 9.7** **The contractor shall arrange all the tools, measuring and testing instruments including level meter, laptop, fault analyser etc. required for maintenance. DFCCIL will not give any Tool and Plants, testing instrument etc for execution of work.**
- 9.8** All the defective equipments modules, Cards, components etc. should be repaired or replaced free of cost by the contractor during the comprehensive maintenance period. Sufficient quantity of spare shall always be available with site engineer.

10.0 Important Term & Condition:

- 10.1** The contractor shall arrange for one week (7 days) SCADA training for 2 Dy.PM/APM/JPM, 4 Sr.Exe./Exe. & 2 Jr.Exe during first quarter of contract for smooth functioning of SCADA system. This training shall be repeated once in two years.
- 10.2** The tenderer shall ensure the working of system with minimum configuration in case of emergency.

Penalty clauses:

- (i) All the master station hardware, software and RTU failures that does not effect the normal functioning of system shall be rectified with in week, failing which penalty of Rs. 10,000/- Per week or part thereof after expiry of initial 7days (from the date of reporting of fault by the user's representative) shall be levied.
- (ii) All the master station software and hardware failures that effect the normal functioning of system shall draw the immediate attention and shall be rectified with in 30 minutes of occurrence during normal hour and within 45 Minutes during Odd hours (23.00 Hrs to 05.00 Hrs), failing which concerned post might required manning by DFCCILs and penalty of Rs. 15000/- manning per day shall be levied.
- (iii) For Delay in restoration of any OCC or RTU failure requiring manning of controlled post beyond 24 hours, contractor shall be charged Rs. 5000/- Per day per controlled post manning.
- (iv) There shall not be more than 3 failures of any post/OCC **on same account** in a month, failing which an additional penalty Rs. 5000/- shall be charged from contractor for every such repeated failures.



11.0 DFCCIL's Responsibility:

- 11.1 To maintain DC battery set and battery chargers at controlled posts.
- 11.2 To maintain telecommunication under ground quad cables, OFC/Microwave with associated repeater equipments at various locations along the section.
- 11.3 To ensure availability of all the inputs/ outputs from the outdoor switchgear equipments/control panel at controlled posts.

12.0 Availability of Spares:

- 12.1 It shall be the responsibility of contractor to arrange all the spare parts, sub-assemblies, assemblies required for normal maintenance, up keeping and attending to breakdown. Contractor representative can take the spares available with DFCCIL on loan basis to rectify the fault at the earliest and the same will be returned to the DFCCIL within one month period otherwise penalty of Rs. 10,000/- per month will be levied to the contractor.
- 12.2 The replacement of equipments arising out due unforeseen natural calamities such as fire, flood and earthquake etc. shall not be covered in scope of this comprehensive, preventive and breakdown maintenance contract. However final decision of such matters shall rest with the user Railway/DFCCILs.
- 12.3 All consumables like floppy disc, printer ribbon/cartridge, paper etc will be excluded from the scope of this preventive maintenance and break down attention. Furniture will be excluded from the scope of preventive maintenance and break down attention.

13.0 Validity of contract:

The contract will be valid for a period of 1 years (Twelve months) towards maintenance of RTUs and OCC equipments. The security deposit submitted by contractor through bank guarantee shall be released to the contractor on successful completion of the entire maintenance contract period of the subject contract.

- 13.1 DFCCIL can terminate the contract by giving 1 month notice to contractor without stating any reason.

14 Payment:

- 14.1 The costs of the maintenance & services charges will also include the charges for the normal maintenance and breakdown maintenance/attention. The charges shall be firm and not subject to any price variations. The charges shall also include the cost of spares used, traveling time, DA etc. of contractor's Engineer and his staff all sorts of relevant taxes, Payment for maintenance contract will be made at the end of every quarter of calander year.
- 14.2 The basic quantities of components and materials required to make up for the work are indicated for guidance only. There may be minor variation to suit execution of the work of comprehensive, preventive and breakdown maintenance contract but no adjustment in prices of schedule shall be made on that account. In estimating the prices for various items of work, provision for loss and wastage in transit and erection should be provided for over and above the basic quantities of work, indicated herein, except where otherwise specified for materials to be supplied by the purchaser for this work contract.



NOTE - If there are any shortage during final reconciliation, their cost will be recovered by the purchaser from the contractor at the book rate or the last purchase rate or the prevailing market rates whichever is higher plus 5% on account of initial freight, 2% on account of incidental charges. Together with supervision charges @ 12.5% of the total cost inclusive of material freight and incidental charges + GST. Freights between the purchaser's source of supply and the contractor's depot shall be on the contractor's account.

ANNEXURE –IV**CERTIFICATION OF FAMILIARISATION**

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

(Signature of Tenderer/s)

**ANNEXURE – V****SUPPLEMENTARY AGREEMENT**

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

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

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

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

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

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

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

Signature of the Tenderer/s

For and on behalf of

Witness of the signatures

Witness

1.

2.

**ANNEXURE-VI****AFFIDAVIT- Not applicable for this tender****FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

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

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

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

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

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

Bank Guarantee No. : Dated :

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

Bank Seal

Signature of Bank Authorize Official with Seal

Name :-----

Designation:-----

Address :

Witness:

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

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

**ANNEXURE-VIII****FORM OF AGREEMENT**

(To be executed on requisite value of stamp Papers)

AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

(Name, Designation and address of the
authorized signatory)

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

Witness:

1.

2.

(Name, Designation and address of
the authorized signatory)

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

Witness:

1.

2.

**PRE CONTRACT INTEGRITY PACT****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on----- day of the month of----- 20xx, between, on one hand, the DFCCIL acting through Shri ----- Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s----- represented by Shri -----Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFOR,

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

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

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

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

Commitments of the CLIENT

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



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

Commitments of BIDDERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
 - 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.
 - 3.3 * [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
 - 3.4 * [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or



company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

4. Previous Transaction

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisage hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER's from the tender process.



- 4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

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

5.2 The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.

5.3 In case of the successful [A] a clause would also be incorporated in the article pertaining to performance Guarantee in the [B] that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by CLIENT to the [A] on earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required :-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
- (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a [A] from the country other than



India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
- (vi) To cancel all or any other contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the [A].
- (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- (viii) To recover all sums paid in violation of this pact by [A]) to any middleman or agent or broker with a view a view to securing [B] the contract.
- (ix) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The client will entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.



7. Fall Clause

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

8. Independent Monitors

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)
- 8.2 the task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the [A] with confidentiality.
- 8.7 The client will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposal for correcting problematic situations.



9. **Facilitation of Investigation**

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

10. **Law and Place of Jurisdiction**

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

11. **Other Legal Actions**

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

12. **Validity**

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

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

13. The parties hereby sign this integrity pact at on

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

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

Witness

1. 2.

Note:

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

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

FINANCIAL OFFER

(SCHEDULE OF RATES)



SCHEDULE OF RATES					
Name of Work: Comprehensive, Preventive and Break down Maintenance of SCADA system in between Bhaupur- Khurja section including Operational Control Centre (OCC) Allahabad for 12 Months					
S. No-Item No	Description of work	Unit	Qty.	Rate (monthly)	Total Amount (for 12 months)
Schedule 01-Comprehensive, Preventive and Break down Maintenance of Traction SCADA system					
1-1	Comprehensive, Preventive and Breakdown Maintenance for Computer Based Traction SCADA system in Operational Control Centre (OCC) comprising with equipments	Month	12	71620.57	859446.89
	Total Estimated Cost				859446.89
Schedule 02-Comprehensive, Preventive and Break down Maintenance of Non traction SCADA system					
2-1	Comprehensive, Preventive and Breakdown Maintenance for Computer Based Non Traction SCADA system in Operational Control Centre (OCC) comprising with equipments	Month	12	71620.57	859446.89
	Total Estimated Cost				859446.89
Schedule 03-Comprehensive, Preventive and Break down Maintenance of Remote terminal Units (RTUs) at Traction Substation (5 Nos.), Switching station (SP 6 Nos.& SSP 11 Nos.), station (10 Nos), IMSD (8 Nos.) & IMD (2 Nos) comprising with equipments					
3-1	Remote terminal Units (RTUs) of traction Sub stations (5 Nos. TSS)	Month	60	4340.74	260444.45
4-2	Remote terminal Units (RTUs) of Switching Stations (6 Nos.SP & 11 nos. SSP)	Month	204	2387.46	487042.33
5-3	Remote terminal Units (RTUs) of Substations for Traction SCADA System (10 Nos) and Non Traction SCADA System (10 Nos)	Month	240	2387.46	572990.98
6-4	Remote terminal Units (RTUs) of IMD (2 Nos)& IMSDs (8 Nos)	Month	120	2387.46	286495.49
7-5	Remote terminal Units (RTUs) of OCC (2 Nos)	Month	24	2387.46	57299.10
	Total Estimated Cost				1664272.34
Schedule 04-Comprehensive, Preventive and Break down Maintenance of UPS and battery bank in Operational Control Centre (OCC)					
8-1	Comprehensive, Preventive and Break down Maintenance of dual standard 1 KVA capacity UPS in all RTUs Locations	Nos	77	4296.77	330851.51
	Total Estimated Cost				330851.51
	Grand Total of Schedule 1,2 , 3 & 4 for Comprehensive, Preventive and Break down Maintenance of SCADA system for 12 months				3714018



Offer Sheet						
Offer to be filled by tenderer(s) in below table						
Sl. No.	Scope of work	Estimated cost	Below, Above and At Par	% Quoted by bidder	% Quoted by bidder (In Words)	Total Cost
Coulmn 1	Coulmn 2	Coulmn 3	Coulmn 4	Coulmn5	Coulmn6	Coulmn7
1	Comprehensive, Preventive and Break down Maintenance of SCADA system in between Bhaupur- Khurja section including Operational Control Centre (OCC) Allahabad for 12 Months	3714018	.			

Quoting of rates

1. Tenderer is not allowed to quote for individual item(s).
2. Tenderer should offer rate in above table in % below, above and at par in figures as well as in words.
3. The rates are inclusive of GST & other statutory taxes.
4. Tenderer must sign the following certificate.

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

Signature of tenderer with seal