

E- TENDER DOCUMENT
FOR
MAINTENANCE OF GENERAL POWER SUPPLY (E&M) FOR
STATION BUILDING, IMD, IMSD, SERVICE BUILDINGS,
STAFF QUARTERS AND ANY OTHER BUILDINGS AND
ELECTRICAL ASSETS BETWEEN NEW-REWARI
(KISHANGARH BALAWAS) - MADAR UNDER GENRAL
MANAGER /Co./JAIPUR.



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

GM(Co-ordination)/DFCCIL OFFICE
C-16,KhushiVihar, Patrakar Colony,
Mansarovar, Jaipur-302020 (Rajasthan)

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CHECK LIST OF DOCUMENTS TO BE ATTACHED WITH THE E-TENDER

1. Details of similar works completed in last three years. (Format -I)
2. Annual Turnover for the last three years with supporting documents (Format-II).
3. Registration of Company in case of company.
4. Partnership deed/Memorandum and Articles of Association of the firm or company.
5. GST Registration Certificate.
6. Performa for affidavit in Annexure A.
7. Scanned copy of proof of money deposit against Earnest Money Deposit at DFCCIL account mentioned in appendix to tender. (Earnest money in the prescribed form along with Transaction detail).

*MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of **Earnest Money Deposit**, for which, the tenderers will have to **upload the exemption certificate** on the E-Tender Portal.*

8. Details of on-going works (Format -III).
9. Scanned copy proof of money deposit against the cost of tender documents at DFCCIL account mentioned in appendix to tender. (Cost of Tender document in the prescribed form along with Transaction detail).

*MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of cost of tender documents, for which, the tenderers will have to **upload the exemption certificate** on the E-Tender Portal.*

10. Complete Tender documents including the Form of Bid, annexure etc. (Part-I) digitally signed by the bidders on each page.
11. Financial/Commercial offer (Part-II) with rates duly filled in, digitally signed on each page by the bidders.
12. Pre-Integrated pact signed as token of acceptance of implementation of integrity pact in DFCCIL, as & when Independent External Monitor appointed.
13. Corrigendum(s), if any, duly digitally signed by the bidders on each page.

TECHNICAL DETAIL

(TOP SHEET)

&

(FORM OF BID)

TOP SHEET

Tender No. DFCCIL/EL/ JP/ General Power Supply (E&M)/Maintenance/ 2020-21.

Date

Name of work

MAINTENANCE OF GENERAL POWER SUPPLY (E&M) FOR STATION BUILDING, IMD, IMSD, SERVICE BUILDINGS, STAFF QUARTERS AND ANY OTHER BUILDINGS AND ELECTRICAL ASSETS BETWEEN NEW-REWARI (KISHANGARH BALAWAS) - MADAR UNDER GENRAL MANAGER /Co./JAIPUR.

**Approx.
Cost**

Rs.94,47,840/-(Rs. Ninety Four Lakh Forty Seven Thousand Eight Hundred Forty Only).

Earnest Money

Rs 1,88,957/- (Rupees One Lakh, Eighty Eight Thousand, Nine Hundred Fifty Seven Only). (To be submitted in DFCCILaccount. Account Detail Mentioned in Appendix totender).

Or

MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to upload the exemption Certificate on the E-Tender Portal.

Completion Period

Total 12 (Twelve) Months from the date of issue of letter of acceptance.

Date of opening

22.06.2020

at 15:30 hrs.

Tender issued to:

M/s

**For and on behalf of
GM (CO) /JP. DFCCIL Office.**

FORM OF BID

Place:

Date:

**General Manager (Co-ordination),
Dedicated Freight Corridor Corporation of India Limited,
C-16, Khushi Vihar, Patrakar Colony,
Mansarovar, Jaipur-302020 (Rajasthan)**

I / Wehave read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I / We also agree to keep this tender open for your acceptance for a period of 90 days from the date fixed as last date for receipt of completed tender in your office. In the event of my/our default, I/We will be liable for forfeiture of my/our earnest money.

1. I / We offer to do **"MAINTENANCE OF GENERAL POWER SUPPLY (E&M) FOR STATION BUILDING, IMD, IMSD, SERVICE BUILDINGS, STAFF QUARTERS AND ANY OTHER BUILDINGS AND ELECTRICAL ASSETS BETWEEN NEW-REWARI (KISHANGARH BALAWAS) - MADAR UNDER GENERAL MANAGER /Co./JAIPUR"** and the percentage/rate quoted by me/us in the BOQ bind myself/ourselves to complete the work in 12 **(Twelve) months**. I / We also hereby agree to abide by all the Conditions mentioned in the tender and to carry out these services according to essential qualification/skills/experience and the tentative number of outsourced personnel and scope of services is given at **Annexure III, IV, V** respectively of the Annexure section of Bid document.
2. The full value of the earnest money deposited shall stand forfeited without prejudice to any other rights or remedies 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.

OR

 - b) I / We do not commence the work within 15 days after receipt of LOA issued.
3. 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.
4. Payment of stamp duty on the agreement to be executed in pursuance of this tender will be borne by Tenderer.

Signature of Tenderer (s) & Date

Signature of witnesses:

Tenderer(s) address

1.

2.

Signature of tenderer

(NOTICE INVITING E- TENDER)

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

Tender No. DFCCIL/EL/JP/General Power Supply (E&M)/Maintenance/ 2020-21 Date:....05.20

M/s-----

NOTICE INVITING E- TENDER

1. The General Manager (Co-ordination)/, DFCCIL, C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur-302020, Rajasthan, invites sealed **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/JP/General Power Supply (E&M)/ Maintenance-2020-21
Nature of Work	MAINTENANCE OF GENERAL POWER SUPPLY (E&M) FOR STATION BUILDING, IMD, IMSD, SERVICE BUILDINGS, STAFF QUARTERS AND ANY OTHER BUILDINGS AND ELECTRICAL ASSETS BETWEEN NEW-REWARI (KISHANGARH BALAWAS) - MADAR UNDER GENRAL MANAGER/Co./JAIPUR
Estimated Cost	Rs.94,47,840/- (Rs. Ninety Four Lakh Forty Seven Thousand Eight Hundred Forty Only).
Period of Contract	Total 12 (Twelve) Months
Earnest Money Deposit	Rs 1,88,957/- (Rupees One Lakh, Eighty Eight Thousand, Nine Hundred Fifty Seven Only). (To be submitted in DFCCIL account. Account Detail Mentioned in Appendix totender).
	OR
	<i>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to upload the exemption <u>certificate on the E-Tender Portal</u>.</i>
Cost of Document	Rs 5900/- (inclusive of all taxes and duties) to be Submitted in DFCCIL account. Detail of Bank account mentioned in Appendix to Tender.
	OR
	<i>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Cost of Document, for which, the tenderers will have to upload the exemption <u>certificate on the E-Tender Portal</u>.</i>
Date of Sale (Online)	From Date 22.05.2020
Issue of corrigendum, if any	On or after Date 22.05.2020 (on www.tenderwizard.com/DFCCIL , www.dfccil.com)
Date & Time of submission of tender	On or before Date 22.06.2020, time 15:00 hrs
Date & Time of opening of tender	Date 22.06.2020, time 15:30 hrs
Defect Liability Period	60 days after successful completion of this contract.

ELIGIBILITY CRITERIA

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

2. The Tender document can be downloaded from DFCCIL's website www.dfccil.com, www.tenderwizard.com/DFCCIL or Central Procurement Portal, eprocure.gov.in. 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 be summarily rejected.
3. The cost of tender documents & EMD shall be deposited in DFCCIL account mentioned in Appendix to tender through E-payment.
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 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, alongwith 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.tenderwizard.com/DFCCIL in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of EMD & scanned copy of Demand Draft/Pay order drawn in favour of CPM-DFCCIL, payable at Jaipur or copy of UTR of e-payment towards the cost of one set of the tender documents (Non-refundable) to be uploaded. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in "**Technical offer**". Bill of Quantities with rates duly filled in are to be uploaded in "**Financial offer**". **Bids are required to be submitted only by online mode. The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up 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 General Manager/Co./JP (for Opening of E-tenders):

**General Manager/Co./JP, DFCCIL,
C-16, Khushi Vihar, Patrakar Colony, Mansarovar,
Jaipur -302020, Rajasthan.**

DFCCIL/EL/ JP/ General Power Supply (E&M)/Maintenance/ 2020-21

7. All the Bids received shall be opened on the date and time mentioned above in the tender notice. Bid of the bidders shall be opened on a subsequent date through process of e-tendering. Which will be notified to such bidder on line. The sequence of opening shall be:
 - i) Earnest Money Deposit(EMD)
 - ii) Technical offer.
 - iii) Financial offer.
8. Tender shall be submitted as per "Instructions to Tenderers" forming a part of the tender document.
9. Any tender received without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.
10. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
11. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
12. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 10.0 of Notice Inviting Tender.
13. The validity of the offer shall be 120 days.
14. The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased/downloaded from website mentioned above.

We look forward for your active participation.

For & on behalf of **DFCCIL**
General Manager/Co./JP

1.0 ELIGIBILITY CRITERIA

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

1. 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:

1. In support of their credentials, the Tenderer(s) should have to submit document as stipulated in tender document along with their tenders.

2. The tenderer(s) should satisfy the following minimum eligibility criteria as under:

Sr. No.	<u>Technical capability</u>	Requirement
1.	The Tenderer(s) should have physically completed at the time of opening of tender in the last Three financial years (i.e. current year and three previous financial years).	At least one similar single work in Government Organization/ Public sector undertaking (PSU)/ Autonomous body/Public Limited Company for a minimum value of 35% of advertised tender value of work. The work should be physically completed satisfactorily on or before the date of opening of tender

DFCCIL/EL/ JP/ General Power Supply (E&M)/Maintenance/ 2020-21

The Tenderer(s) will produce/attach the certificate of Work completion with the Tender Document as per above and such certificate should clearly support by following details: -

- a) Name of Agency issuing a certificate.
- b) Date of issue of certificate.
- c) The name of Work.
- d) The Acceptance letter no.
- e) The date of issue of Acceptance letter.
- f) Agreement no.
- g) Date of execution of Agreement.
- h) Date of original Completion of Work as per Acceptance Letter.
- i) Date of Actual completion of Work.
- j) Date of Actual completion of Work.
- k) The Final Amount of Work at the time of Completion of Work (in Rupees)
- l) Whether the Work is completed satisfactory or not satisfactory.

Notes:

Following will be considered as similar work:

"Satisfactory execution or maintenance of any electrical work related to HT/LT installations at Station Buildings/Staff Quarters/Service Buildings etc."

C. Financial capability

<u>S.N</u>	<u>Financial capability</u>	<u>Requirement</u>
	The Tenderer(s) should have received a total contractual amount during the last three Financial years and in the current financial year upto last date of submission of tender	Should be a minimum of 150 % of advertised tender value of work. Certified true copy of audited annual account are to be submitted as a proof along with the Bid Document. In case the annual accounts are not audited, the contract sum received for the required period should be duly certified by Chartered Accountant.

1. Each tenderer has to satisfy the eligibility criteria for technical capability, competence as well as for financial capacity and organizational resources as specified in the tender documents to qualify for consideration of bid submitted by tenderer(s).
2. There should not be any unsatisfactory performance report of the Contractor from any source.
3. Tenderer(s) may please note that their offers will be evaluated as per the Credentials/ documents attached by the tenderer(s) along with the tender.

GENERAL INFORMATION	
Tender No.	DFCCIL/EL/JP/General Power Supply (E&M)/Maintenance-2020-21
Name of Work	MAINTENANCE OF GENERAL POWER SUPPLY (E&M) FOR STATION BUILDING, IMD, IMSD, SERVICE BUILDINGS, STAFF QUARTERS AND ANY OTHER BUILDINGS AND ELECTRICAL ASSETS BETWEEN NEW-REWARI (KISHANGARH BALAWAS) - MADAR UNDER GENRAL MANAGER/Co./JAIPUR
Estimated Cost	Rs. 94,47,840/- (Rs. Ninety Four Lakh Forty Seven Thousand Eight Hundred Forty Only).
Period of Contract	Total 12 (Twelve) Months
Earnest Money Deposit	Rs. 1,88,957/- (Rupees One Lakh, Eighty Eight Thousand, Nine Hundred Fifty Seven Only). (To be submitted in DFCCIL account. Account Detail Mentioned in Appendix totender).
	Or
	<i>MSEs registered with a body specified by Ministry of MSME for theitem tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to upload the exemption certificate on <u>the E-Tender Portal.</u></i>
Cost of Documents	Rs. 5900/- (inclusive of all taxes and duties) to be Submitted in DFCCIL account. Detail of Bank account mentioned in Appendixto Tender.
	Or
	<i>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Cost of Documents, for which, the tenderers will have to upload the exemption certificate onthe E-Tender Portal.</i>
Date of Sale (online)	From Date 22.05.2020
Issue of Corrigendum, if any	On or after Date 22.05.2020 (on www.tenderwizard.com/DFCCIL , www.dfccil.com)
Date& Time of submission oftender	On or before Date 22.06.2020, time 15:00 hrs
Date & Time of opening of tender	Date 22.06.2020, time 15:30 hrs
Validity of Offer	120 days
Retention Money/ Security Deposit	Earnest Money deposit of the successful tenderer shall be converted into security deposit. Balance security deposit shall be recovered @10% through running account bills till it reaches 5% of the contract value.
Performance Guarantee (PG) in the form of Bank Guarantee or Fixed Deposit Receipt (FDR)	To be submitted within 30 days from the date of issue of Letter of Acceptance by DFCCIL; (an irrevocable Bank Guarantee or Fixed Deposit receipt (FDR) for the amount 5% of the contract value).
Defect Liability Period :-	60 days after successful completion of this contract.

APPENDIX TO TENDER

APPENDIX TO TENDER

Description	Reference Clause
Name of Work:	
MAINTENANCE OF GENERAL POWER SUPPLY (E&M) FOR STATION BUILDING, IMD, IMSD, SERVICE BUILDINGS, STAFF QUARTERS AND ANY OTHER BUILDINGS AND ELECTRICAL ASSETS BETWEEN NEW-REWARI (KISHANGARH BALAWAS) - MADAR UNDER GENRAL MANAGER/Co./JAIPUR	2.1 of Instruction to Tenderer
Employer:	
GENRAL MANAGER/Co./ JAIPUR, DFCCIL, C-16, Khushi Vihar, Patrakar Colony Mansarovar, Jaipur -302020, Rajasthan	2.3 of Instruction to Tenderer
Scope of Work:- As indicated at Clause 1.0 of Special conditions of contract	2.5 of Instruction to Tenderer
Approximate Tender Cost of the work Rs. 94,47,840/- (Rs. Ninety Four Lakh Forty Seven Thousand Eight Hundred Forty Only).	2.6 of Instruction to Tenderer
Amount of Earnest Money Deposit, to be submitted to DFCCIL account (Bank Details mentioned below) Rs.1,88,957/- (Rupees One Lakh, Eighty Eight Thousand, Nine Hundred Fifty Seven Only).	10.1 of Instruction to Tenderer
Period of Validity of Tender 120 days	11.1 of Instruction to Tenderer
Period of completion 12 (Twelve) months from the date of issue of LOA	2.0 of Special Condition of Contract.
Retention money	27.0 of Special Condition of Contract
Performance Bank Guarantee	29.0 of Special Condition of Contract
Defect Liability Period 60 Days	30.0 of Special Condition of Contract
Bank Detail of DFCCIL	Name of Account: CPM - DFCCIL, Jaipur
Name of Bank : Union Bank Of India Branch: Bapu Nagar, Jaipur	Account Number: 369201010054636 Type of account:- Current Account. IFSC code :- UBIN0536920

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.tenderwizard.com/DFCCIL>) of M/s ITI a Government of India Undertaking. 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 & 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 & arrange all document/paper for submission of bid online and tender fees & 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. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

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

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.tenderwizard.com/DFCCIL and to be submitted in the e-format. Cost of the Tender Document (in the form of DD) and Bid Security (in the form of DD - in original) have to be submitted to concern DFCCIL office as per address given in bid document before the scheduled date and time of submission of the tender or alternatively through e-payment in DFCCIL account 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 M/s. ITI through www.tenderwizard.com/DFCCIL for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

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

1.2. After successful submission of Registration details and Vendor registration fee and Processing fee (as applicable), please contact ITI Helpdesk (as given below) to get your registration accepted/activated.

2.0 General

2.1 Name of the Work: As indicated in "Appendix to Tender".

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 & 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 as given in "Appendix to Tender".

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 as indicated in "Appendix to Tender"

MAINTENANCE OF GENERAL POWER SUPPLY (E&M) FOR STATION BUILDING, IMD, IMSD, SERVICE BUILDINGS, STAFF QUARTERS AND ANY OTHER BUILDINGS AND ELECTRICAL ASSETS BETWEEN NEW-REWARI (KISHANGARH BALAWAS) - MADAR UNDER GENRAL MANAGER/Co./JAIPUR

The scope given above is only indicative. The detailed scope has been described in the tender documents (Special condition of contract at clause no 1.0).

2.6 Approximate Estimated cost of the work is as indicated in the "Appendix to Tender".

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. 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 and EMD of all such tenderer(s) shall stand forfeited.

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.

4.0 The Bidding Documents

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. Appendix to Tender
4. Form of Bid
5. Special Conditions of Contract
6. General Terms and Conditions of Contract
7. 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 & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & 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.

6.0 Preparation of the Bids

6.1 Language of Bid

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 Bill of Quantities submitted by tenderer shall be digitally signed by the tenderer or his representative holding the Power of Attorney.

7.2 While filling up the rates in the Bill of Quantities, tenderer shall ensure that there is no discrepancy in the rates mentioned in figures. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.

The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and duly filled up and uploaded on the e-tendering web site using Digital Signature for signing the documents.

7.3 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.

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

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 Transfer of tender documents

Transfer of tender documents purchased by one intending tenderer to another tenderer is not permissible. Tenderer can submit tender only on the documents purchased by him.

10.0 Earnest Money

- 10.1 The tenderer must furnish the Earnest Money as indicated in "Appendix to Tender" for the work as specified, failing which the tender shall be summarily rejected. **The Earnest Money shall be deposited in DFCCIL account only. Bank Detail are mentioned in Appendix to Tender.**

or

*MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of **Earnest Money Deposit**, for which, the tenderer(s) will have to **upload the exemption certificate** on the E-Tender Portal. No interest shall be allowed on Earnest Money Deposit.*

10.2 Forfeiture of Earnest Money:

- 10.2.1 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified in the "Appendix to Tender" or extended validity period as agreed to in writing by the tenderer.
- 10.2.2 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.
- 10.2.3 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

10.3 Return of Earnest Money:

- 10.3.1 The Earnest Money of the unsuccessful tenderer(s) shall be discharged and returned as promptly as possible.
- 10.3.2 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 indicated in "Appendix to Tender" after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
- 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.tenderwizard.com/DFCCIL in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of EMD & scanned copy of Demand Draft/Pay order drawn in favour of CPM-DFCCIL, payable at Jaipur or UTR copy of e-payment towards the cost of one set of the tender documents (Non-refundable) to be uploaded.

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Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in "**Technical offer**". Bill of Quantities with rates duly filled in are to be uploaded in "**Financial offer**". **Bids are required to be submitted only by online mode. The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering web site 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 Bidder cannot see uploaded/ quoted rate once saved. Bidder can anytime change quoted rate before date & time of closing of tender.
- 12.4 Original EMD & 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 checklist of documents
 - c) Scanned copy of Earnest Money Deposit & 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 & proof of transaction along with transaction ID to be scanned & uploaded along with Tender document.

Bid opening and Evaluation

16.0 Opening of the Tender

- 16.1 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)
- 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, 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 & submission of tender document at website www.tenderwizard.com/DFCCIL, please contact at tenderwizard.com help desk no.

24.2 Bidder manual & system requirement is available on web site www.tenderwizard.com/DFCCIL for necessary help.

DFCCIL Contact- 1	Sh. K.K.Thakur
Telephone/Mobile No.	9001823332
E-mail ID	kkthakur@dfcc.co.in

DFCCIL Contact- 2	Sh. Manoj Chaudhary
Telephone/Mobile No.	9602276276
E-mail ID	mkchaudhary@dfcc.co.in

DFCCIL Contact- 3	Sh. S. K. Gupta
Telephone/Mobile No.	9001131300
E-mail ID	skgupta2@dfcc.co.in

DFCCIL Contact- 4	Sh.Jagdish Choudhary
Telephone/Mobile No.	9004934284
E-mail ID	jchoudhary@dfcc.co.in

FORMAT-I

DETAILS OF SIMILAR WORKS COMPLETED IN LAST THREE YEARS

S.N .	Description of the work	Contract No.and date	Date of award of work	Stipulated date of completion	Date of actual completion	Value of completed work (in Lakhs of Rs)	Reason of delay, if any	Penalty,If any imposed for delay	Any other relevant information	Remarks
1										
2										
3										
4										
5										

Note:

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

FORMAT-II

ANNUAL TURNOVERS FOR THE LAST 3 YEARS

S.No.	YEAR	Turnover from similar nature of works (In lacs of Rs)	Turnover from all sources (In lacs of Rs)	Remarks

Note:

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

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

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

**GENERAL
CONDITIONS
OF
CONTRACT**

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

- 1. (1) Definition:** - In these General conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:-
- (a) “Railway” shall mean the President of the Republic of India or the Administrative Officers of the DFCCIL or of the Successor DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.
 - (b) “General Manager of Railway ” shall mean the officer -in-charge of the General Superintendence and Control of the Railway and shall mean and include their successors, of the successor Railway;
 - (c) “Chief Engineer” shall mean the officer -in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer(Construction), Chief Electrical Engineer, Chief Electrical Engineer(Construction) and shall also include CPM/GGM/GM of DFCCIL.
 - (d) “Divisional Railway Manager” shall mean the Officer in-charge of a Division of the Railway and shall also mean any officer nominated by Managing Director / DFCCIL and shall mean and include their successors of the successor Railway.
 - (e) “Engineer” and Employer’s Engineer shall mean the General Manager/Co of DFCCIL / PMC appointed by DFCCIL.
 - (f) “Engineer’s Representative” shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer, APM / PM / Dy. CPM / Add. CPM of DFCCIL in direct charge of the work and shall include any Sr. Sec. / Sec / Jr. Engineer / Executive / Sr. Executive, APM/PM / Dy. CPM of DFCCIL of Civil Engineering / Signal & Telecommunication Engineering / Electrical Engineering Department appointed by the Railway / DFCCIL and shall mean and include the Engineer’s Representative of the successor Railway / DFCCIL.
 - (g) “Contractor” shall mean the person / Firm / Company / JV whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns.
 - (h) “Contract” shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of Railway/DFCCIL modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract .
 - (i) “Works” shall mean the works to be executed in accordance with the contract.
 - (j) “Specifications” shall mean the Specifications for materials and works referred / mentioned in tender documents.
 - (k) “Schedule of rates of Railway” shall mean the schedule of rates issued under the authority of the Chief Engineer from time to time and shall also include Rates

specified in tender document.

- (l) “Drawing” shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
 - (m) “Constructional Plan” shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
 - (n) “Temporary Works” shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
 - (o) “Site” shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
 - (p) “Period of Maintenance” shall mean the defect liability period from the date of completion of the works as certified by the Engineer.
- 1.(2) Singular and Plural:-** Words importing the singular number shall also include the plural and vice versa where the context requires.
- 1.(3) Headings & marginal headings:-**The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

**GENERAL
OBLIGATION**

- 2. (1) Execution Co-relation and intent of contract Documents:-**The contract documents shall be signed in triplicate by the DFCCIL and the Contractor. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipment's and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the DFCCIL to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
- 2.(2)** If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project Authority/ DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect all respects as if the Contractor and the Successor Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.
- 2.(3)** If for administrative or other reasons the contract is transferred to the Successor Railway/Successor Project Authority of DFCCIL the contract shall not withstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway /Project Authority/ DFCCIL in the same manner and take effect in all respect as if the Contractor and the Successor Railway/ successor Project Authority of DFCCIL had been parties thereto from the date of this contract. The contract shall be Administered/Managed by GGM/GM/Co/ GM nominated by DFCCIL.
- 3. (1) Law governing the contract:-**The contract shall be governed by the law for the time being in force in the Republic of India.
- 3.(2) Compliance to regulations and bye-laws:-**The contractor shall conform to the provision of any statute relating to the works and regulations and by-laws of any location authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reasons for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- 4. Communications to be in writing:-** All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's representative or the contractor inters concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

5. **Service of Notices on Contractors:-**The contractor shall furnish to the Engineer the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.
6. **Occupation and use of land:-** No land belonging to or in the possession of the Railway/DFCCIL shall be occupied by the Contractor without the permission of the Railway/DFCCIL. The Contractor shall not use, or allow to be used; the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
7. **Assignment or subletting of contract: -** The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the DFCCIL. Any breach of this condition shall entitle the DFCCIL to rescind the contract under clause 62 of these conditions and also render the contractor liable for payment to the DFCCIL in respect of any loss or damage arising or ensuing from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub- contractor and the DFCCIL and shall not relieve the contractor of any responsibility under the contract.
8. **Assistance by the DFCCIL for the Stores to be obtained by the Contractor:-** Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the DFCCIL may have agreed without any liability therefore to endeavor to obtain or assist the contractor in obtaining the required quantities of such materials as may be specified in the tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the contractor shall not be deemed absolved of his own responsibility and shall keep in touch with day to day positions regarding their availability and accordingly adjust progress of works including employment of labour and the DFCCIL shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or no supply.
9. **Deleted**
10. **Carriage of materials:-** No forwarding orders shall be issued by the DFCCIL for the conveyance of contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.

11. Deleted

- 12. Representation on Works:** - The contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.
- 13. Relics and Treasures:-** All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the DFCCIL and the Contractor shall duly preserve the same to the satisfaction of the DFCCIL and shall from time to time deliver the same to such person or persons as the DFCCIL may appoint to receive the same.
- 14. Excavated material:-**The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the DFCCIL provided that the contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.
- 15. Indemnity by Contractors:-** The contractor shall indemnify and save harmless the Railway/DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways/DFCCIL by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- 16. (1) Security Deposit:** - The earnest money deposited by the contractor with this tender will be retained by the DFCCIL as part of security for the due and faithful fulfilment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 16.(2) Recovery of Security Deposit:-** Unless otherwise specified in the special conditions, if any, the Security Deposit / rate of recovery / mode of recovery shall be as under:

- (a) Security Deposit for each work should be 5% of the contract value.
- (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security Deposit is recovered.
- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit. Security deposit shall be returned to the contractor after the expiry of the Defect Liability Period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this competent authority is of the rank lower than JA grade / General Manager/Co, DFCCIL, then JA grade officer / General Manager/Co, DFCCIL (Concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways/DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

Note:-

- (i) After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR / irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (ii) In case of contracts of value Rs.50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

16.(3) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the contractor under the contract, but Government Securities deposited in terms of Sub-clause (1) of this clause will be payable with interest accrued thereon.

16. (4) Performance Guarantee (P.G.)

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- (b) The successful bidder shall submit the performance Guarantee in any of the following forms amounting to 5% of the contract value:-
 - (i) A deposit of Cash
 - (ii) Irrevocable Bank Guarantee
 - (iii) Government Securities including State Loan Bonds at 5 percent 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) A Deposit in the Post Office Saving Bank;
- (vii) A 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 per cent below market value or at the face value whichever is less.

Note: The instruments as listed above will also be acceptable for Guarantees in case of Mobilization advance.

- (c) The performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the contract agreement. The agreement should normally be signed within 30 (thirty) days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This P. G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the contractor will not change for variation upto 25 % (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25 % of the original contract value, an additional performance guarantee amounting to 5 % (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- (e) The performance Guarantee (PG) shall be released after the physical completion of the work based on the 'completion certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit shall, however, be released only after the expiry of the defect liability period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a partnership firm, then every member / partner of such a firm shall be debarred from participating in the tender for the balance work in his / her individual capacity or as a partner of any other JV/partnership firm.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India / DFCCIL is entitled under the contract (no withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (ii) Failure by the contractor to pay President of India / DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of the notice to the effect by Engineer.
- (iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

17. Force Majeure Clause:- If at any time, during the continuance of this contract, the Performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or act of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

17-A Extension of time in Contracts: - Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:-

- (i) **Extension due to modification:-** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- (ii) **Extension for delay not due to DFCCIL or Contractor:-** If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of Railways/DFCCIL's employees or by other contractor employed by the DFCCIL under sub-clause (4) of clause 20 of these conditions or in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reasons of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise

through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the DFCCIL for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby.

No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

- (iii) **Extension for delay due to Railways / DFCCIL:-** In the event of any failure or delay by the Railway / DFCCIL to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the DFCCIL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the DFCCIL may grant such extension or extensions of the completion date as may be considered reasonable.

- 17-B Extension of time for delay due to contractor: -** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed no later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in clause 17 and 17-A, the DFCCIL may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of (Performa at Form No. 14) time as the Engineer may decide. On such extension the DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to $\frac{1}{2}$ of 1% of the contract value of the works for each week or part of the week.

For the purpose of this clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition, shall not exceed the under noted percentage value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

- (i) For contract value up to Rs. 2 lakhs - 10% of the total value of the contract
- (ii) For contracts valued above Rs. 2 lakhs- 10% of the first Rs.2 lakhs and 5% of the balance

Further competent authority while granting extension to the currency of contract under clause 17. (B) Of GCC may also consider levy of token penalty as deemed fit based on the merit of the case. Provided further, that if the DFCCIL is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the DFCCIL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's security deposit and rescind the contract under clause 62 of these conditions, whether or not actual damage is caused by such default.

- 18.(1) Illegal Gratification:-** Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the DFCCIL, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the DFCCIL shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the DFCCIL and to the payment of any loss or damage resulting from such decision and the DFCCIL shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the DFCCIL.
- 18.(2)** The contractor shall not lend or borrow from or have or enter into any monitory dealings and transactions either directly or indirectly with any employee of the DFCCIL and if he shall do so, the DFCCIL shall be entitled forthwith to rescind the contract and all other contracts with the DFCCIL. Any question or dispute as to the commission or any such offence or compensation payable to the DFCCIL under this clause shall be settled by the General Manager/Co /Jaipur of the DFCCIL, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

EXECUTION OF WORKS

- 19.(1) Contractor's understanding:-** It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- 19.(2) Commencement of works:-**The contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.
- 19.(3) Accepted Programme of work:-** The contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various

items of works in the form of Bar Chart/PERT/ General Manager/Co. He shall also submit the details of organization (in terms of labour and supervisors) plant and machinery, that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavour to fulfil this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

- 19. (4) Setting out of works:-** The contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and shall check these at frequent intervals. The contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative to check all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error shall appear or arise in any part of the work, the contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work. The contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.
- 20.(1) Compliance to Engineer's instructions:-**The Engineer shall direct the order in which the several parts of the works shall be executed and the contractor shall execute without delay all orders given by the Engineer from time to time but the contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
- 20.(2) Alterations to be authorized:-**No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer, and the contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.
- 20.(3) Extra works:-** Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or contractors or by other means at the option of the DFCCIL.
- 20. (4) Separate contracts in connection with works: -** The DFCCIL shall have the right to let other contracts in connection with the works. The contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the contractors work depends for proper execution or result upon the work of another contractor(s), the contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

- 21. Instruction of Engineer's Representative:** - Any instructions or approval given by the Engineer's representative to contractor in connection with the works shall bind the contractor as though it had been given by the Engineer provided always as follows.
- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice, the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
 - (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.
- 22. (1) Adherence to specifications and drawings:** - The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer he shall bear all the costs arising or ensuing therefore and shall be responsible for all loss to the DFCCIL.
- 22. (2) Drawings and specifications of the works:** - The contractor shall keep one copy of drawings and specifications at the site, in good order, and such contract documents as may be necessary available to the Engineer or the Engineer's representative.
- 22. (3) Ownership of drawings and specifications:-** All drawings and specifications and copies thereof furnished by the DFCCIL to the Contractor are deemed to be the property of the DFCCIL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the contractor to the DFCCIL on completion of the work or termination of the contract.
- 22.(4) Compliance with Contractor's request for details:-** The Engineer shall furnish with reasonable promptness, after receipt by him of the contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawing and instructions shall be consistent with the contract Documents and reasonably inferable there from.
- 22.(5) Meaning and intent of specification and drawings:-** If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the contractor) to the Chief Engineer/ General Manager/Co who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.
- 23 Working during night:** - The contractor shall not carry out any work between sunset and sun-rise without the instruction of the Engineer/DFCCIL.
- 24. Damage to Railway / DFCCIL property or private life and property:-**The contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves

or to any other property of the Railway/DFCCIL or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway/ DFCCIL and this although all reasonable and proper precautions may have been taken by the contractor, and in case the Railway / DFCCIL shall be called upon to make good any costs, loss or damages, or to pay an compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway / DFCCIL may incur in reference thereto, shall be charged to the contractor. The Railway / DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

- 25. Sheds, stores houses and Yards:-**The contractor shall at his own expense provide himself with sheds, stores houses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the contractor shall keep at each such sheds, stores houses and yard a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plan which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the contractor. The contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipment necessary for the execution of the works.
- 26. Provision of efficient and competent Staff at work sites by the Contractor:-**
- 26.1** The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.
- 26.2** The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 26.3** In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number

of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the Railway to rescind the contract under clause 62 of these conditions.

26A. Deployment of Qualified Engineers at Work Sites by the Contractor:-

26A.1 The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.

26A.2 In case the contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in Para 26A.1.

26A.3 Deleted

27.(1) Workmanship and testing:- The whole of the works and / or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the contractor.

27. (2) Removal of improper work and materials:- The Engineer or the Engineer's Representative shall be entitled to order from time to time:

- (a) The removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) The substitution of proper and suitable materials, and
- (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefore, of any work which in respect of materials or workmanship; is not in his opinion in accordance with the specifications and in case of default on the part of the contractor in carrying out such order the DFCCIL shall be entitled to rescind the contract under clause 62 of these conditions.

28. Facilities for inspection:- The contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

29. Examination of work before covering up:- The contractor shall give 7 days' notice to the Engineer or the Engineer's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the

work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.

30. Temporary Works: - All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the Railway / DFCCIL land for labour engaged by him for the execution of works, the contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the contractor's labour refuse to vacate, and have to be rejected by the Railway / DFCCIL necessary expenses incurred by the Railway / DFCCIL in connection therewith shall be borne by the contractor.

31. (1) Contractor to supply water for works: - Unless otherwise provided in the contract, the contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

31.(2) Deleted

31.(3) Deleted

31.(4)(a) Contractor to arrange supply of Electric power for works:- Unless otherwise provided in the contract, the contractor shall be responsible for arrangements to obtain supply of electric power for the works.

31.(4) (b) Deleted

32. Property in materials and plant:- The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately, they are brought upon the site of the said land, be deemed to be the property of the Railway / DFCCIL. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway / DFCCIL and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway / DFCCIL be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

33. (1) Tools, Plant and Materials Supplied by Railway / DFCCIL: - The Contractor shall take all reasonable care of all tools, plant and materials or other property whether or a like description or not belonging to the Railway/DFCCIL and

committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted subcontractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

33.(2) Hire of DFCCIL / Railway's Plant:- The Railway / DFCCIL may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.

34. (1) Precaution during progress of works: - During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.

34.(2) Roads and Water courses:- Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alterations, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of contract, or otherwise according to law.

34.(3) Provision of access to premises:- During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall react and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.

34.(4) Safety of Public:- The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or DFCCIL/Railway property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.

35. Deleted.

36.(1) Suspension of works:- The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:-

(a) Provided for in the contract, or

- (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and/or
- (c) Necessary for the safety of the works or any part thereof.

36.(2) The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspensions exceeds 14 days, the contractor shall be entitled to such extension of time for completion of the work as the Engineers may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

36.(3) Suspension lasting more than 3 months:- If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the DFCCIL.

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

38. Deleted

39.(1) Rates for extra items of works:- Any type of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted schedules of rates shall be executed at the rates set forth in the "Schedule of Rates of Railway" modified by the tender percentage and such items are not contained in

the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted schedule of rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the DFCCIL shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

- 39.(2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of rates as aforesaid according to the rates as shall be fixed by the Engineer. However if the Contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the General Manager/Co. within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The General Manager/CO.'s decision after hearing both the parties in the matter would be final and binding on the Contractor and the DFCCIL.
40. (1) **Handing over of works: -** The Contractor shall be bound to hand over the works executed under the contract to the DFCCIL complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the contractor shall be bound to observe any such determination of the Engineer.
- 40.(2) **Clearance of site on completion:-** On completion of works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the DFCCIL shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be effected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

VARIATIONS IN EXTENT OF CONTRACT

41. **Modification to contract to be in writing: -** In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the DFCCIL and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning,

modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the DFCCIL unless and until the same is incorporated in a formal instrument and signed by the DFCCIL and the Contractor, and till then the DFCCIL shall have the right to repudiate such arrangements.

- 42.(1) Powers of modification to contract:-** The Engineer on behalf of the DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- 42.(2)** Unless otherwise specified in the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted. 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 up to the limit of 25% variation in quantity of individual item of works.
- 42.(3) Valuation of variations:-** The enlargements, extensions, diminution, reduction, alterations or additions referred to in sub-clause (2) of this clause shall in no degree affect the validity of the contract but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items / quantities of work falling outside the purview of the provisions of sub-clause (2) above shall be paid for at the rates determined under clause-39 of these conditions.
- 42.(4) Variations In Quantities During Execution of Works Contracts :-**The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:
1. 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.
 2. 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 Competent Authority of DFCCIL;
 - (i) Quantities operated in excess of 125% but up to 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 up to 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 agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with approval of Competent Authority of DFCCIL.
3. in cases where decrease is involved during execution of contract:
- (a) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of competent authority, 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.
4. 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.
5. -Deleted-
6. As far as IRUSSOR items are concerned, the limit of 25% would apply to the value of IRUSSOR schedule as a whole and not on individual IRUSSOR 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).
7. - Deleted -
8. - Deleted -
9. - Deleted -
10. 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 schedule of power of DFCCIL as per single tender should be obtained.

Note: Variation to be approved should be limited so as not to completely change the scope, character and purpose of the original contract.

CLAIMS

- 43. (1) Monthly Statement of Claims: -** The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.
- 43.(2) Signing of “No Claim” Certificate:-** The Contractor shall not be entitled to make any claim whatsoever against the DFCCIL under or by virtue of or arising out of this contract, nor shall the DFCCIL entertain or consider any such claim, if made by the Contractor, after he shall have signed a “No Claim” Certificate in favour of the DFCCIL in such form as shall be required by the DFCCIL after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by “No Claim” Certificate or demanding a clearance to arbitration in respect thereof.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

- 44. Quantities in schedule annexed to Contract: -** The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.
- 45. Measurement of works: -** The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39 of these conditions on the measurements taken by the Engineer or the Engineer’s representative in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted schedule of rates is 100 or 1000 shall be calculated to the nearest whole number, any; fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which “on account” or final measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer’s representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measures. Failing the Contractor’s attendance the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:-

- (a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- (b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

46. (1) "On-Account" Payments:- The Contractor shall be entitled to be paid from time to time by way of "One-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's or the Engineer's representative's certificates of measurements shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these conditions, a retention of ten percent by way of security deposits, until the amount of security deposit by way of retained earnest money and such retentions shall amount to 10% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

46.(2) Rounding off amounts: - The total amount due on each certificate shall be rounded off to the nearest rupee i.e. sum less than 50 Paise shall be omitted and sums of 50 Paise and more up to Re. 1/- will be reckoned as Re. 1/-

46.(3) On Account Payments not prejudicial to final settlement: - "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

46. (4) Manner of payment: - Unless otherwise specified payments to the Contractor will be made by Cheque/RTGS/ Letter of Credit, but no Cheque/RTGS will be issued for an amount less than Rs. 100/-

46A PRICE VARIATION CLAUSE:
Not applicable

47.0 Maintenance of works:- The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of passing of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer be responsible for and

effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the contractor shall be liable for and shall pay and make good to the DFCCIL or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

48.(1) Certificate of completion of works: - As soon as in the opinion of the Engineer, the works has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect, of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the DFCCIL. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

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

49.0 Approval only by maintenance Certificate:- No certificate other than maintenance certificate referred to in Clause 50 of the conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.

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

Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to sub clause (2) Clause 48 of these conditions shall have been completed to the satisfaction of the Engineer and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the DFCCIL.

50.(2) Cessation of Railway's / DFCCIL Liability: - The DFCCIL shall not be liable to the Contractor for any matter arising out of or in connection with the contract of the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

50.(3) Unfulfilled Obligations:- Notwithstanding the issue of the Maintenance certificate the Contractor and (subject to sub-clause 2 of this clause) the DFCCIL shall remain liable for the fulfilment of any obligation incurred under the provision of the contract prior to the issue of the maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations the contract shall be deemed to remain in force between the parties thereto.

51.(1) Final Payment:- On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements of the total quantity of work executed by the contractor up to the date of completion and on the accepted schedule or rates and for extra works on rates determined under Clause 39 of these conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Engineer either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered "No Claim Certificate" and the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

51.(2) Post Payment Audit:- It is an agreed term of contract that the DFCCIL reserves to itself the right to carry out a post-payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund any excess amount paid to him if as a result of such examination any over-payment to him is discovered to have made in respect of any works done or alleged to have been done by him under the contract.

51A. Production of vouchers etc. by the Contractor:-

(i) For a contract of more than one crore of rupees, the contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any

quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The contractor shall similarly produce vouchers; etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.

- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.
- (iii) The obligations imposed by sub clause (i) & (ii) above is without prejudice to the obligations of the contractor under any statute rules or orders binding on the contractor.

52.0 Withholding and lien in respect of sums claimed:- Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the DFCCIL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the DFCCIL shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the DFCCIL shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with this or any other DFCCIL or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the arbitration clause) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the DFCCIL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.

52A. Lien in respect of claims in Other Contracts:-

- (i) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by

way of lien by the DFCCIL, against any claim of this or any other DFCCIL or any other Department of the Central Government in respect of a payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.

- (ii) However, recovery of claims of DFCCIL in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of DFCCIL/Railways' dues against the terminated contract.
- (iii) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by arbitration clause or by the competent court as the case may be and contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

53.0 Signature on Receipts for Amounts:- Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the DFCCIL in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good a sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the DFCCIL may hereafter have against the legal representative of any contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interest.

LABOUR

54.0 Wages to Labour: - The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" and the Rules made there under in respect of any employees directly or through petty contractors or subcontractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the DFCCIL whether in connection with any work being executed by the Contractor or otherwise for the purpose of the DFCCIL such labour shall, for the purpose of

this clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the DFCCIL, such money shall be deemed to be moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railway/DFCCIL shall be entitled to recover the same from any moneys due or accruing to the Contractor under this or any other Contract with the DFCCIL.

- 54A. Apprentices Act:** - The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time in respect of apprentices directly or through petty contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

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

Note: The contractors are required to engage apprentices when the works undertaken by them last for a period of one year or more and / the cost of works is rupees one lakh or more.

- 55.0 Provisions of payments of Wages Act:** - The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If In compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the contractor to repay such money to the Railways/DFCCIL deduct the same from moneys due to contractor in the terms of contract. The DFCCIL shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the DFCCIL by the way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.

55A. Provisions of Contract labour (Regulation and Abolition) Act, 1970:

- 55A.(1)** The contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.
- 55A.(2)** The Contractor shall obtain a valid licence under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid licence until the completion of the work. Any failure to fulfil the

requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

55A.(3) The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by him.

55A.(4) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of, the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

55A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the DFCCIL is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the Contingent, liability of the DFCCIL due to the contractor's failure to fulfil his statutory obligations under the aforesaid Act or the rules the DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the DFCCIL under the section 20, sub-section (2) and section 2, sub-section (4) of the aforesaid Act, the DFCCIL shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the DFCCIL to the contractor whether under the contract or otherwise. The DFCCIL shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the DFCCIL full security for all costs for which the DFCCIL might become liable in contesting such claim. The decision of the DFCCIL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

55B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.

55C. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

The tenderers, for carrying out any construction work, must get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration, issued from the Registering Officer of the concerned State Govt. (Labour Dept.). As per this Act, the tenderer shall be levied a cess @1% of cost of construction work, which would be deducted from each bill. Cost of material, when supplied under a separate schedule item, shall be

outside the purview of cess.

- 56.0 Reporting of Accidents of Labour:** - The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub- contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall made every arrangements to render all possible assistance.
- 57.0 Provision of Workmen's Compensation Act:-** In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen's Compensation Act 1923, DFCCIL is obliged to pay compensation to a workman directly or through petty contractor or subcontractor employed by the Contractor in executing the work, DFCCIL will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of DFCCIL under Section 12 Sub-section (2) of the said Act, DFCCIL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DFCCIL to the Contractor whether under these conditions or otherwise, DFCCIL shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to DFCCIL full security for all costs for which DFCCIL might become liable in consequence of contesting such claim.
- 57A. Provision of Mines Act:-** The contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made there under in respect of all the persons directly or through the petty contractors or sub-contractors employed by him under this contract and shall indemnify the DFCCIL from and against any claims under the Mines Act, or the rules and regulations framed there under, by or on behalf of any persons employed by him or otherwise.
- 58.0 DFCCIL not to provide quarters for Contractors:** - No quarters shall normally be provided by the DFCCIL for the accommodation of the contractor or any of his staff employed on the work.
- 59.(1) Labour Camps:-** The contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty contractors or sub-contractors and for temporary crèche (Bal-mandir) where 50 or more women are employed at a time. Suitable sites on DFCCIL land, if available, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the DFCCIL. All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.
- 59. (2) Compliance to rules for employment of labour:** - The contractor(s) shall conform to all laws, by-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.

- 59. (3) Preservation of peace:** - The contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works. In the event of the DFCCIL requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the contractor and if paid by the DFCCIL shall be recoverable from the contractor.
- 59.(4) Sanitary arrangements:-** The contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative of the Medical staff of the DFCCIL. Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the DFCCIL and the cost therefore recovered from the contractor.
- 59.(5) Outbreak of infectious disease:-** The contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's representative on the advice of the DFCCIL. Should cholera, plague or other infectious disease break out, the contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on health sites as required by the engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the DFCCIL and the cost therefore recovered from the contractor.
- 59. (6) Deleted**
- 59.(7) Medical facilities at site:** - The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the DFCCIL in relation to the strength of the Contractor's resident staff and workmen.
- 59.(8) Use of intoxicants:** - The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
- 59. (9) Non-employment of female labour:** - The Contractor shall see that the employment of female labour on / in Cantonment areas, particularly in the neighbourhood of soldier's barracks, should be avoided as far as possible.
- 59.(10) Restrictions On The Employment Of Retired Engineers Of Railway/DFCCIL Services Within one Year Of Their Retirement :** The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and

forfeit Earnest Money Deposits (EMD), Performance Guarantee (PG) and Security Deposits (SD) of that contract.

- 60. (1) Non-employment of labours below the age of 15:-** the Contractor shall not employ children below the age of 15 as labourers directly or through petty contractors or subcontractors for the execution of work.
- 60.(2) Medical Certificate of fitness for labour:-** It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Performa at Form No.15) granted to him by a certifying surgeon certifying that he is fit to work as an adult is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.
- 60. (3) Period of validity of medical fitness certificate:-** A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
- 60.(4) Medical re-examination of labourer:-** Where any official appointed in this behalf by the Ministry of labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in the regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

EXPLANATIONS:-

- (1) Only qualified medical practitioners can be appointed as “Certifying Surgeons” and the term “Qualified Medical Practitioners” means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.
- (2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

**DETERMINATION OF
CONTRACT**

- 61.(1) Right of DFCCIL of determine the contract:-** The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL/Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the DFCCIL of such determination and the reasons therefore shall be conclusive evidence thereof.
- 61. (2) Payment on determination of contract:** - Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways /DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The DFCCIL/Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.
- 61.(3)** The contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.
- 62. (1) Determination of contract owing to default of contractor:** - If the Contractor should:-
- (i) Becomes bankrupt or insolvent, or
 - (ii) Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
 - (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
 - (iv) Have an execution levied on his goods or property on the works, or
 - (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions, or
 - (vi) Abandon the contract, or
 - (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
 - (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
 - (ix) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under clause 25 and 27 of these conditions, or
 - (x) Fail to take steps to employ competent or additional staff and labour as required under clause 26 of the conditions
 - (xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required under clause 28 of the conditions, or
 - (xii) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the DFCCIL or to any person on his or on their behalf in

relation to the execution of this or any other contract with this DFCCIL.

- (xiii) (A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways/DFCCIL for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

(xiii) (B) Fail to give at the time of submitting the said tender:-

- (a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or
- (b) The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or
- (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer, or
- (d) Being in incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or
- (e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor.

Then and in any of the said clause, the Engineer on behalf of the DFCCIL may serve the Contractor with a notice (Proforma at Form No.16) in writing to that effect and if the contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the DFCCIL shall be entitled after giving 48 hours' notice (Proforma at Form No. 17) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Form No. 18) should be issued and adopt the following courses:

To measure up or the whole or part of the work from which the contractor has been removed and get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final.

62. (2) Right of DFCCIL after, rescission of contract owing to default of contractor:

In the event of any or several of the courses, referred to in sub-clause (1) of the clause, being adopted.

- (a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.
- (b) The Engineer or the Engineer's representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (c) The Engineer shall as soon as may be practicable after removal of the contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount(if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plan and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

STATEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION RULES

63.0 Matters finally determined by the DFCCIL – All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Director(PP)/General Manager/GM/Co, DFCCIL and the Director(PP)/General Manager/GM/Co. DFCCIL shall within 120 days after receipt of the contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matter for which provision has been made in clauses 8, 18, 22.(5), 39, 43.(2), 45.(a), 55, 55A.(5), 57, 57A, 61.(1), 61.(2) and 62.(1) to (xiii)(B) of General Conditions of contract or in any special clause of the conditions of the contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the DFCCIL authority, thereon shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the arbitration clause.

64. (1) Demand for Arbitration:-

- 64. (1) (i)** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the DFCCIL of any certificate to which the contractor may claim to be entitled to, or if the DFCCIL fails to make a decision within 120 days, then and in any such case, but except in any of the 'excepted matters' referred to in clause 63 of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand

in writing that the dispute or difference be referred to arbitration.

64.(1) (ii) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the DFCCIL, shall be referred to arbitration and other matters shall not be included in the reference.

64. (1) (iii)

(a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the DFCCIL.

(b) The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

(c) The DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

(d) The place of arbitration would be New Delhi

64.(1) (iv) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

64.(1)(v) – If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways/DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railways/DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.

64.(2) Obligation During Pendency of Arbitration:– Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the DFCCIL shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64. (3) Appointment of arbitrator

64.(3)(a)(i) In cases where the total value of all claims in question added together does not exceed Rs.25,00,000 (Rupees twenty five lakhs only), the Arbitral tribunal shall consist of a sole arbitrator nominated by the MD/DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitrator is received by MD/DFCCIL .

64. (3) (a) (ii) In cases not covered by the clause 64(3) (a) (i), the Arbitral Tribunal shall consist of a Panel of three officials, as the arbitrators. For this purpose, the DFCCIL will send a panel of more than 3 names of DFCCIL officers which may also include the name(s) of Officer(s) empanelled to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for

arbitration is received by the MD/DFCCIL. Contractor will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway/DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. MD/DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of selection grade of accounts department shall be considered of equal status to the officers in SA grade of other department of DFCCIL for the purpose of appointment of arbitrator.

- 64.(3)(a)(iii)** If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD/DFCCIL fails to act without undue delay, the MD/DFCCIL shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).
- 64. (3) (a) (iv)** The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the arbitral Tribunal to make the award without any delay. The arbitral Tribunal should record day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
- 64. (3) (a) (v)** While appointing arbitrator(s) under sub-clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as DFCCIL servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- 64. (3) (b) (i)** the arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.
- 64.(3)(b)(ii)** A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of a specific point of award to tribunal within 60 days of receipt of the award.
- 64.(3)(b)(iii)** A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

- 64. (4)** In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 64. (5)** where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 64. (6)** the cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by the DFCCIL from time to time and the fee shall be borne equally by both the parties.
- 64(7)** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.

JOINT VENTURE (JV) FIRMS IN WORKS TENDERS

65.0 Joint Venture firms are not eligible

66. MSME

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

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

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

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK:-

MAINTENANCE OF GENERAL POWER SUPPLY (E&M) FOR STATION BUILDING, IMD, IMSD, SERVICE BUILDINGS, STAFF QUARTERS AND ANY OTHER BUILDINGS AND ELECTRICAL ASSETS BETWEEN NEW-REWARI (KISHANGARH BALAWAS) - MADAR UNDER GENERAL MANAGER/Co./JAIPUR

1.1 The detailed scope of work is as under: -

1.1.1 The Service provider shall, if and when so requested by DFCCIL, will provide the manpower with all necessary working tools at the Location between DFCCIL station from New-Rewari (Kishangarh Balawas) to Madar, or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates and terms & conditions. The detailed scope of services, skills/experience and the tentative number of outsourced personnel and their tentative deployment is given at **Annexure III, IV, V** respectively of the Bid document.

1.1.2 It shall be the responsibility of the Service Provider to verify the qualification and experience of the manpower deployed for the job as per Annexure-III

1.1.3 **Confidentiality Clauses:** - The service provider and his personnel shall not, either during the term or after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the DFCCIL's business or operations without the prior written consent of the DFCCIL.

1.1.4 If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 15 days to the Service Provider to take necessary action to improve the performance of outsourced personnel and the performance does not improve even after 15 days of such communication, the Service Provider shall provide additional list of eligible/ Suitable candidates for replacement to DFCCIL within 05 days' time failing which the remuneration for delayed period in respect of such person will be deducted from amount due to firm/ agency.

1.1.5 The Service Provider shall make actual disbursement of salary to the outsourced person in various categories as agreed with DFCCIL. The copy of the payment scroll/ bank statement shall be submitted to DFCCIL with next bill as proof of such compliance.

1.1.6 The age of manpower deployed by the agency shall not exceed 55 year at any time throughout the contractual period, except up to 65 years in case when retired General Power Supply (E&M) Personnel from Railways is engaged.

1.1.7 Police verification for background check of outsource staff is required to be done by the agency and same should be submitted to DFCCIL.

2.0 TIME SCHEDULE: -

2.1.1 The period of engaging of outsource staff will be for the period of 12 (Twelve) months.

- 2.1.2 The Contractor shall be expected to mobilize and engage outsourcing staff immediately after receipt of "**Letter of Acceptance**".

3.0. MODUS OPERANDI FOR ENGAGEMENT: -

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

Claim whatsoever for any regular employment in DFCCIL. Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the Service Provider and the staff in the circumstances provided herein above. The Service Provider will have to provide suitable replacement acceptable to DFCCIL within 05 days time.

4.0 PAYMENT TERMS:-

- 4.1 The lump sum amount payable by DFCCIL to the Service Provider shall include the remuneration payable to the outsourced person besides the administrative charges payable to the Service Provider and applicable GST.
- 4.2 The consideration aforesaid will be paid by DFCCIL to the Service Provider, against monthly invoices raised at the end of each month, by the Service Provider in duplicate within 15 days.
- 4.3 The Service Provider shall make actual disbursement of salary to the outsourced person in various categories as per terms & conditions of bid.
- 4.4 The Service Provider will ensure that before raising the bill on DFCCIL for the service rendered by outsourced persons, the salary payable to outsourced person is paid on or before the 10th day of the following month and a proof of payment shall be annexed to the monthly bill.
- 4.5 In case the Service Provider fails to pay the outsourced person within the above time frame the rate of penalty shall be imposed on payment of Agency's monthly are as under: -
- i) For payment to the outsourced person within 10th of the following month - Nil
 - ii) For payment to the outsourced person after 10th and up to 20th of the following month - 25% of the delayed payment or Rs. 2500/- whichever is higher.
 - iii) For payment to the outsourced person after 20th and up to 30th of the following month - 50% of the delayed payment or Rs.5000/- whichever is higher.

5.0 RATES: -

- 5.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 5.2 All statutory taxes (**Except GST**) and liabilities levied/may be levied in future by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.
- 5.3 GST, as admissible shall be paid extra as applicable on submission of proof of depositing the same to the concerned Govt. Authority. Any modification in tax provision in future by Govt. will be binding on the contractor and DFCCIL with immediate effect.

5.4 Service Provider shall ensure complete compliance (in respect of the personnel provided to DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under labour laws, etc, and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Service Provider would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance.

5.5 In case of any statutory increases in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time after submission of the tender, payment of minimum wages to the personnel deployed should be revised accordingly and claimed from DFCCIL with the monthly bill. As on date the prevailing notification of Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner (C) New Delhi for minimum wages (for various category of workers) is effective from Sept 2019 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates.

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

5.6 The Service Provider would comply with the statutory requirements; rules and Regulations applicable to outsourced persons engaged by Contractor and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.

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

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

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- 8.0 The Service Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/or arising out of the failure of the Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- 9.0 In case the outsourced personnel deployed by the Service Provider is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
- 10.0 The outsourced persons should be in proper Safety PPE Kit. The Service Provider will provide at least one set of PPE Kit to each staff.
- 11.0 In case the outsourced personnel deployed by the Service Provider is found to be involved in any illegal activities, he will be immediately replaced.
- 12.0 Service Provider shall provide identity cards bearing the photographs to the all Outsourced persons deployed in DFCCIL at its own cost.
- 13.0 **WORKING HOURS OF HIRED STAFF:-**
Service provider shall provide the staff on all days of the months. The working hours of workman shall be 8 hrs in 24 hours, However, timings may be advised without any overall impact on the period of duty as per DFCCIL requirement.
- 14.0 **PENALTY -**
Penalty for an amount of Rs. 500/- to Rs.2000/- depending on the nature of unsatisfactory service will be deducted from the due amount in the following conditions:
1. Any undisciplined behavior by the staff;
 2. Discourteous behavior towards any officer or staff of DFCCIL;
 3. Not wearing proper Safety PPE Kit;
 4. Not carrying out the duties listed in the scope of work in a satisfactory Manner;
 5. Damage or stealing of any asset or property of DFCCIL or officers and Staff of DFCCIL;

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

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

15.0 **QUANTITY VARIATION: -**

Rates quoted in the schedule of items shall be valid for a variation of the quantity and period up to maximum of (\pm) 50% for each item. In case of variation in quantities beyond $\pm 50\%$, the rates for the additional quantities beyond $\pm 50\%$ variation shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement.

16.0 **TERMINATION OF CONTRACT: -**

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

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

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

18.0 **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) Form of bid
- iv) General Information

- v) Notice Inviting Tender (with Annexes)
- vi) Instructions to Tenderers
- vii) Special Conditions of Contract
- viii) Annexures
- ix) Bill of Quantities (BOQ)
- x) General Terms and Conditions of Contract

19.0 JURISDICTION OF COURTS:-

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

- 20.0** In case of any deviation in downloaded copy of the tender documents, the Master Copy kept in the office of General Manager/Co/JP/ DFCCIL will prevail and the interpretation of GM /Co / JP will prevail.

- 21.0 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.

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

- 23.0.** Inspection- Fields Quality Assurance: -As per the requirement of Site Engineer of DFCCIL

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

25.0. SAFETY REQUIREMENTS:-

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

- 26.0** 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.

27.0 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.

28.0 RELEASE OF RETENTION MONEY:

- 28.1** 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.
- 28.2** 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.

29.0 PERFORMANCE BANK GAURENTEE

- a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (Thirty) days and up to 60 (sixty) days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% (Fifteen) per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 (sixty) days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. First on A/C bill will be released after submission of PBG and signing of contract agreement.
- b) The successful bidder shall submit a Performance Guarantee (PG) in the form of Irrevocable Bank Guarantee or Fixed Deposit Receipt (FDR) (free from any encumbrance) endorsed/ pledged in favour of DFCCIL amounting to 5% of the contract value.
- c) The Performance Guarantee shall be submitted by the successful bidder after the signing of the agreement. This PG shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- d) The value of PG to be submitted by the Contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of contract increases by more than 25% of the original contract value, an additional Performance Guarantee amount to 5% (five percent) for the excess value over the original contract value should be deposited by the contractor.
- e) The Performance Guarantee (PG) shall be released after the physical completion of the work based on the "Completion Certificate" issued by the competent authority

stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall however, be released only after expiry of the Defect Liability Period and after passing the final bill based on 'No Claim Certificate' from the contractor.

- f) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.
- g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which DFCCIL is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:
 - i. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - ii. Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
 - iii. The contract being determined or rescinded under provision of the GCC /SCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of DFCCIL.

30.0 DEFECT LIABILITY PERIOD

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

31.0 GUARANTEE BOND FOR INDEMNIFICATION OF DFCCIL MATERIALS:

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

32.0 ELECTRICAL CONTRACTOR LICENSE:

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

(ANNEXURES)

Annexure-I

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

M/shas provided Outsourcing of Manpower providing services to this Department and has completed the work/service successfully. The details are as under:

1. Name of work/ service:
2. Agreement/contract number:
3. Nature of service provided:
4. Date of start of service/work:
5. Date of completion of work/service:
6. Total value of work/service during the contract period (if completed):
7. In case of on-going work/service, please indicate the annual payment for
 - a) F.Y. 2020-21
 - b) F.Y. 2019 -20
 - c) F.Y.2018-19
 - d) F.Y.2017-18
 - e) F.Y.2016-17

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

Annexure-II

Performa for Affidavit. {on the letterhead of the bidder}

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

**Signature of
Proprietor/Director/Partner**

SCOPE OF SERVICES:

Detailed Scope of Work: -

The scope of work under this tender: - Service Provider has to provide outsourced persons in various categories (As mentioned in schedule of offer) to carry out the following works:

A. MAINTENANCE SCHEDULE FOR DISTRIBUTION TRANSFORMER

1.0 MAINTENANCE SCHEDULE

**Recommended Maintenance Schedule for Transformer of Capacities less than 1000 KVA
(630 kVA 11/0.433 kV Transformer)**

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

Note:

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

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

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

B. MAINTENANCE SCHEDULE FOR SUB-STATION**1.0 Monthly Maintenance Proforma**

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

1.1 Quarterly Maintenance Proforma

STATION: LOCATION: DATE:

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

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

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

1.2 Half Yearly Maintenance Proforma STATION: LOCATION:

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

ITEMS	Work to be done	Work done/Remarks, if any	
Transformer		TR-1	TR-2
Oil	Check BDV, if BDV<30 KV/cm, do filtration to restore quality of oil		
Cable box, gasketed joints and gauges	Inspect for leakage and crack		
Control panel room			
ACB		ACB1	ACB2
	Clean with lint free cloth		
	Clean fixed and moving contact		
	Clean and lubricate operating parts		

1.3 Yearly Maintenance Proforma

STATION:LOCATION: DATE

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

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

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

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

C. MAINTENANCE SCHEDULE FOR DIESEL GENERATOR SET (200 KVA, 225 KVA, 250 KVA DG SET)

1. GENERAL CHECKS BEFORE STARTING THE ENGINE

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

2. A - CHECK MAINTENANCE OF DIESEL ENGINE

Proposal of Daily preventive maintenance -

- a) Lubrication- Check engine oil level.
- b) Check & record parameter of DG set
- c) Check battery voltage
- d) Air System - Check pre-cleanse dust pan weekly.
- e) Cooling System- Check coolant level.
- f) Fuel System- Drain sediments from fuel tanks.
- g) Drain air tank.
- h) Check and correct leaks.
- i) Drain fuel filter/Water separator daily.

Proposal of Weekly preventive maintenance -

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

**3. B - CHECK (EVERY 225-250 HRS. OR 6 MONTHS WHICHEVER IS EARLIER)
MAINTENANCE OF DIESEL ENGINE**

SN.	Proposed Maintenance	Work Involved	Remarks
1.	Cleaning lubrication oil	1. Warm up the engine and stop. 2. Remove drain plug and drain engine oil in a pan of 20 ltrs. Capacity. 3. Refit drain plug. 4. Fill the recommended new engine oil to H mark on dipstick.	
2.	Changing of lube oil filter	1. Clean filter head and its surroundings before removing it. 2. Remove the filter and clean the gasket surface. 3. Fill the new filter with clean lubricating oil and apply a light film of lube oil to the gasket sealing surface. 4. Fit the filter manually.	
3.	Checking of cooling system	1. Repeat all A-checks 2. Check fan hub and fan drive arrangement. 3. Check seal of radiator cap.	
4.	Changing of fuel filter and water separator	1. Repeat all A-checks 2. Remove the two filters from the dual filter adapter. 3. Fill the new filters with clean fuel and apply a light film of lube oil to the seal. 4. Fit the filters manually. 5. Drain sediments from fuel tank.	
5.	Checking of air filter/system	1. Repeat all A-checks 2. Clean air filter in reverse direction using dry air with maximum pressure 0.5kg/sq.cm.	
6.	Other Checks	1. Repeat all A-checks. 2. Check electrolyte level and specific gravity of battery. 3. Add distilled water if required. 4. Check terminals tightness and clean the battery. 5. Secure all connectors in engine electrical system	

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

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

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

D. MAINTENANCE SCHEDULE FOR C & R Panel & DISTRIBUTION BOARD

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

Following activates shall be monitored at C&R panels

1. CB ON
 2. CB OFF
 3. Spring Charge
 4. L/R Switch Position on C&R Panel
 5. Protection Operated by Trial Tripping from Relay
 6. Common trip circuit healthy
 7. Trip Circuit Healthy
 8. Trip Circuit Healthy
 9. DC /AC Failure Indication
 10. Operating of DC fail relay
- I. Daily Maintenance for checking all indication lamps working, illumination lamp/ power socket working.
 - II. Monthly Maintenance for proper opening / interlocking of panels, checking of fuse / MCB rating, check and ensure that L/R switch is at remote position.

- III. Half yearly Maintenance for Control Panel interior & external surface, Relay/Contractors with air blower. All control connections, Earthing connections wherever provided, inter panel coupling, Multi-core Cable Glands, Dressing of wiring, Check door bidding for dust proofing, checking and ensure that relay healthy indication is glowing, check that all unused wires are insulated.
- IV. Check the condensation to ensure the specified insulating level in the Circuit Breaker (CB), if condensation is detected, clean the circuit-breaker.
- V. Check all protection (Like DMCR, WTI trip, O/C & E/F etc.) and communication connections as and when required.
- VI. Check any damage to the paint, scratches and other damage regularly to avoid corrosion
- VII. Check insulation resistance of multi-core cables.
- VIII. Check wiring continuity, Armored connections and continuity to earth.
- IX. Checking of Earthing of equipment, Doors, Panel to main grid and its continuity.
- X. Checking of all internal equipment i.e. Space Heater/ Light/ MCB/ Door Switch/Thermostat etc.
- XI. The Checking and maintenance against this item shall be carried out in line with Maintenance Manual/Approved drawings/Specifications of DFCCILs with its latest correction slips if any as per instruction of DFCCIL representative.

E. MAINTENANCE OF CABLE AND END TERMINATION

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

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

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

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

F. MAINTENANCE FOR FIRE EXTINGUISHER

Check periodically to ensure that they are ready to operate properly and safely and give reasonable assurance that the fire extinguisher is fully charged. Verify the same to Engineer in-charge that it is in its designated place, that it has not been actuated or tampered with, and that there is no obvious physical damage or condition to prevent its operation. Clean extinguisher to remove dirt, grease or foreign material. Check to make sure that the instruction nameplate is securely attached and legible. Inspect the cylinders for corrosion, abrasion, dents or weld damage.

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

1. Remove and check ring (safety) pin for freedom of movement. Replacement if bent or if removal appears difficult.

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

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

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

I	INTERNAL LIGHTING/FANS/SWITCH/ SOCKET at STATION Buildings			
Sr. No.	Description of Items			
01	40W 4 Ft LED Light fitting Surface mounted			
02	20W 4 Ft LED Light fitting Surface mounted			
03	20W 4 Ft LED Light fitting Wall Mounted			
04	35W 2x2 Ft LED Light fitting Recess Mounted			
05	LED Lamp 9W			
06	35W BLDC Ceiling Fans			
07	Exhaust Fans			
08	5/6A modular type s/w with indicator			
09	5/6A 5 Pin modular type sockets with s/w .			
10	15/16A 5 Pin modular type sockets with s/w .			
11	20A Industrial socket single phase with 20 A MCB			

12	Modular type Fan Regulator			
13	Computer Socket pack (with 03 No. Socket with s/w)			
II	INTERNAL LIGHTING/FANS/SWITCH/SOCKET AT IMD Building			
01	40W 4 Ft LED Light fitting Surface mounted			
02	20W 4 Ft LED Light fitting Surface mounted			
03	20W 4 Ft LED Light fitting Wall Mounted			
04	35W 2x2 Ft LED Light fitting Recess Mounted			
05	LED Lamp 9W			
06	35W BLDC Ceiling Fans			
07	Exhaust Fans			
08	5/6A modular type s/w with indicator			
09	5/6A 5 Pin modular type sockets with s/w .			
10	15/16A 5 Pin modular type sockets with s/w .			
11	20A Industrial socket single phase with 20 A MCB			
12	Modular type Fan Regulator			
13	Battery backup pack for 02 Hrs for emergency light fittings			
14	Computer Socket pack (with 03 No. Socket with s/w)			
15	32A Industrial Sockets			

III	INTERNAL LIGHTING/FANS/SWITCH/Socket AT IMSD Building			
01	40W 4 Ft LED Light fitting Surface mounted			
02	20W 4 Ft LED Light fitting Surface mounted			
03	20W 4 Ft LED Light fitting Wall Mounted			
04	LED Lamp 9W			
05	35W BLDC Ceiling Fans			
06	Exhaust Fans			
07	5/6A modular type s/w with indicator			
08	5/6A 5 Pin modular type sockets with s/w .			
09	15/16A 5 Pin modular type sockets with s/w .			
10	Modular type Fan Regulator			
11	Battery backup pack for 02 Hrs for emergency light fittings			
12	Computer Socket pack (with 03 No. Socket with s/w)			
IV	INTERNAL LIGHTING/FANS/SWITCH/Socket AT SDBB Building			
01	40W 4 Ft LED Light fitting Surface mounted			
02	20W 4 Ft LED Light fitting Surface mounted			
03	20W 4 Ft LED Light fitting Wall Mounted			
04	LED Lamp 9W			
05	35W BLDC Ceiling Fans			
06	Exhaust Fans			
07	5/6A modular type s/w with indicator			

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08	5/6A 5 Pin modular type sockets with s/w .			
09	15/16A 5 Pin modular type sockets with s/w .			
10	Modular type Fan Regulator			
11	Battery backup pack for 02 Hrs for emergency light fittings			
12	Computer Socket pack (with 03 No. Socket with s/w)			
V	INTERNAL LIGHTING/FANS/SWITCH/SOCKET AT MMD Building			
01	40W 4 Ft LED Light fitting Surface mounted			
02	20W 4 Ft LED Light fitting Surface mounted			
03	20W 4 Ft LED Light fitting Wall Mounted			
04	LED Lamp 9W			
05	35W BLDC Ceiling Fans			
06	Exhaust Fans			
07	5/6A modular type s/w with indicator			
08	5/6A 5 Pin modular type sockets with s/w .			
09	15/16A 5 Pin modular type sockets with s/w .			
10	Modular type Fan Regulator			
11	Battery backup pack for 02 Hrs for emergency light fittings			
12	Computer Socket pack (with 03 No. Socket with s/w)			

VI	INTERNAL LIGHTING/FANS/SWITCH/SOCKET AT TWS Building			
01	40W 4 Ft LED Light fitting Surface mounted			
02	20W 4 Ft LED Light fitting Surface mounted			
03	20W 4 Ft LED Light fitting Wall Mounted			
04	LED Lamp 9W			
05	35W BLDC Ceiling Fans			
06	5/6A modular type s/w with indicator			
07	5/6A 5 Pin modular type sockets with s/w .			
08	15/16A 5 Pin modular type sockets with s/w .			
09	Modular type Fan Regulator			
VII	Staff Quarter Type-2			
01	40W 4 Ft LED Light fitting Surface mounted			
02	20W 4 Ft LED Light fitting Surface mounted			
03	20W 4 Ft LED Light fitting Wall Mounted			
04	35W 2x2 Ft LED Light fitting Recess Mounted			
05	LED Lamp 9W			
06	35W BLDC Ceiling Fans			
07	Exhaust Fans			
08	5/6A modular type s/w with indicator			
09	5/6A 5 Pin modular type sockets with s/w .			
10	15/16A 5 Pin modular type sockets with s/w .			

11	Geyser Socket outlet with Isolator			
12	Bell Push with Buzzer			
13	TV Point			
14	AC Socket outlet with Isolator			
VIII	Staff Quarter Type-3			
01	40W 4 Ft LED Light fitting Surface mounted			
02	20W 4 Ft LED Light fitting Surface mounted			
03	20W 4 Ft LED Light fitting Wall Mounted			
04	35W 2x2 Ft LED Light fitting Recess Mounted			
05	LED Lamp 9W			
06	35W BLDC Ceiling Fans			
07	Exhaust Fans			
08	5/6A modular type s/w with indicator			
09	5/6A 5 Pin modular type sockets with s/w .			
10	15/16A 5 Pin modular type sockets with s/w .			
c	Geyser Socket outlet with Isolator			
12	Bell Push with Buzzer			
13	TV Point			
14	AC Socket outlet with Isolator			
IX	Staff Quarter Type-4			
01	40W 4 Ft LED Light fitting Surface mounted			
02	20W 4 Ft LED Light fitting Surface mounted			

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03	20W 4 Ft LED Light fitting Wall Mounted			
04	35W 2x2 Ft LED Light fitting Recess Mounted			
05	LED Lamp 9W			
06	35W BLDC Ceiling Fans			
07	Exhaust Fans			
08	5/6A modular type s/w with indicator			
09	5/6A 5 Pin modular type sockets with s/w .			
10	15/16A 5 Pin modular type sockets with s/w .			
11	Geyser Socket outlet with Isolator			
12	Bell Push with Buzzer			
13	TV Point			
14	AC Socket outlet with Isolator			
X	Staff Quarter Type- K-2			
01	20W 4 Ft LED Light fitting Surface mounted			
02	Bulb holder Suitable for GLS/CFL/ Lamps			
03	20W 4 Ft LED Light fitting Wall Mounted			
04	35W 2x2 Ft LED Light fitting Recess Mounted			
05	9WLED Lamp			
06	Ceiling Fans -1200mm sweep 5 star rated			
07	6A 3-Pin modular socket without switch forExhaust Fans			
	16A 5-Pin modular socket without switch forInstant Heater.			
08	RJ-11 Socket			

09	6A 3 Pin modular sockets with s/w .			
10	16/6A 5/6 Pin Modular sockets with s/w.			
11	12-Way 1-Phase Incomer:1 No.32 A DP MCB,1 No. 40A 30Ma ELCB Outgoing:8 Nos. 20 A SP MCB			
12	Calling Bell			
13	TV Coaxial Outlet			

Maintenance procedure:

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

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

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

H. AC Maintenance

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

I. OPERATION & MAINTENANCE OF SUBMERSIBLE PUMPS

1.0 Testing:

The operation and routine maintenance of submersible and other pumps and other following tests are to be conducted as and when required will be done as per direction & instruction of DFCCIL representative.

1.1 INSULATION TEST:

Connect one lead of a megger tester to the rising main and the other lead to the red core of the motor cable. A reading of 2 Mega ohms or more indicates that the motor winding, cable and cable joints are sound. If the reading is less than 2 Mega ohms, the fault is either in the wiring or the pump is locked by sand or other foreign substances.

1.2 DIRECTION OF ROTATION TEST:

Check the above-ground wiring against the wiring diagram. Test the operation of all the aboveground electrical equipment's, with the motor cable disconnected. If the operation of the equipment is normal, reconnect the motor cable, close the gate valve and reopen it three quarters of a turn only. Switch on the motor. If the overload release device trips or other fault occurs, it is an indication that cable connections are wrong or the pump is sand blocked. Try to reverse the direction of rotation for about three seconds only. If the pump still does not start, it must be raised to the surface to be cleared of obstruction.

If the pump is sand locked, recheck the level at which the pump suction is set. The pump suction and motor base must be in the solid casing (pump housing) and not opposite the well screen.

1.3 OPERATING HEAD TEST:

Close the gate valve at the surface completely. Check the pressure gauge reading, ammeter reading and the distance gauge from the center of the pressure gauge dial to the water level in the well. Compute the total head by adding the pressure gauge reading and the distance dial to the water level in the well.

The total head obtained should be approximately the same as expected.

1.4 AIR LOCKED TEST:

Close the gate valve at the surface completely. Check the pressure gauge and ammeter reading. Check the line voltage in all the phases while the pump is in operation. If the discharge from the pump is into an elevated reservoir or tank separate the pipe system at the ground level immediately after the gate valve at the ground surface, and check the meter current and discharge rate obtained at this point. A lower than normal reading of line current without any discharge at all will show the air locked pump. An increase in discharge and motor current will prove that the trouble is in the system beyond the gate valve and not in the pump or system below ground level.

1.5 LOW DISCHARGE TEST:

Close the gate valve at ground surface for a sufficient long time, to check the ammeter and pressure gauge reading. Check the water level in the well. Calculate the closed valve head developed by the pump. If this value is considerably less than the design total head, while the ammeter reading is higher than that specified by the manufacturer on the test sheet, the existence of following faults confirm.

Mechanical friction in pump or motor

1. Riser pipe developing a hole or leak developing in the system below the ground level.
2. The pump being worn by sand, there is an increase in mechanical friction.

1.6. PUMPING RATE TEST:

A. The test procedure to test whether the pumping rate greater than the rate of recuperation of

well will include closing of the gate valve at the surface completely and then opening on turn only. If the trouble is corrected this proves that the pump discharge is too high for the yield of the well.

B. If the trouble persists; close the gate valve further, a small part of a turn at a time, until the trouble ceases. Leave the gate valve stem. Remove the gate valve handle to prevent authorized interference.

2.0 OPERATION OF SUBMERSIBLE PUMPS

Before operating the pump, the direction of rotation is checked. To ascertain the correct direction of rotation, let the motor run in both directions with the stop valve closed. The direction of rotation is changed by interchanging two of the phases. The pressure gauge will show different readings for the two directions. The direction which gives the higher pressure is correct one. When running freely, the correct direction of rotation can also be judged from the amount of water pumped.

2.1 STARTING AND INITIAL RUN:

The pump is started with sluice valve closed or slightly open. During the initial run, it is checked as to whether the pumped water is clear or muddy and whether any impurity is being pumped. If the water contains sandy or gritty particles or the impurities, care is taken not to stop pumping, otherwise the particles will settle inside the pump and on top of the non-return valve (if fitted), and may choke or seize the pump. The pump must be run with valve fully open (at not more than 40% discharge), until the sand content falls. The valve is then opened slowly to its full extent. Pumping is continued in this manner until it is possible to pump with a fully-open valve, without pumping excess sand. Generally, the permissible limit is up to 25 grains of sand per cubic meter of water (0.001 percent, on volume basis, or 0.0025 per cent by weight). When the pumped water is clear, the pump may be stopped and restarted as required.

2.2 SHUT-DOWN PERIODS

The pump should not be allowed to remain stationary for more than 14 days at a stretch as, otherwise, lime, iron and other substances tend to settle in the bearings and impeller gaps and block the pump rotor. If operating conditions require the pump to remain stopped for a longer period, it should be started and allowed to run for at least 5 minutes once every 14 days and preferably once every 8 days. Only then the pump will be ready for instant resumption of service at anytime.

3.0 COMMON CAUSES OF BREAKDOWN OF SUBMERSIBLE PUMPS

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

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

If the temperature of the winding exceeds the maximum allowable limit, it may result in the burning of the motor. This is generally caused by formation of an insulating layer around the motor surface, due to silt or grit gathered on the motor frame. The burning in this case is uniform. Whenever the motor is taken out, the surface should be cleaned and repainted before lowering.

3.2 BURNING OF MOTOR DUE TO OVERLOADING

A power overload occurs when the pump requires more power from the motor than the rated motor. Such a situation could lead to the overloading of winding, thus burning the motor. Power overloads can occur if the pump is run far away from the duty point specified on the pump and motor. In the field, such conditions normally happen if the assessment of total head to be developed by the pump is not made properly. To avoid this, the motor selected should have adequate output.

3.3 BURNING OF MOTOR DUE TO VOLTAGE FLUCTUATION

Submersible motors are designed to function without any problem, in the voltage range of $\pm 10\%$ of the rated voltage. When the voltage exceeds the limit, the output of the motor increases, leading to overheating and burning of the winding. It is always advisable to have a voltmeter and an ammeter fixed on the switchboard as near the motor as possible. Necessary action could then be

taken, in case the variation in voltage is more than the permissible limit. It is safer to have a motor of horse power about 10 to 15 per cent more than the rated power for the pump, so that some overload can be sustained. In case of fluctuating voltage conditions, a 3 phase voltage stabilizer should be provided.

3.4 BURNING OF MOTOR DUE TO SINGLE PHASING

Single phasing of the motor is frequent in the field. In most cases, the missing of phase can also be due to malfunctioning of the switch gear. Inadequate capacity of fuses can also lead to this hazard. Further, single phasing can occur due to damage of the power cable. This can happen at the time of pump installation. Great care must be taken to avoid any damage or bending of the cable at the time of installation of the pump set.

It is recommended that economy should not be considered in the choice of switch gear for quality and capacity. It is always advisable to have a single-phasing presenter installed with the pump set.

3.5 BURNING OF MOTOR DUE TO EXCESSIVE NUMBER OF STARTS

The starting current of all motors is much higher than the current required for normal running. Consequently, if the number of times the pump is started is high and in quick succession, the winding will not have time to dissipate the heat developed in starting and will overheat. This will weaken the insulation and result in the winding burning. The permissible switching frequency depends on the motor horse power. The maximum switching allowed is 20 times and 15 times an hour for motors up to 5 hp, and 7.5 to 100 hp, respectively. If the motor does not start to run and build up to full speed as soon as it is switched on, it must be switched off immediately and should not be started again until about 5 minutes have elapsed.

3.6 BURNING OF MOTORS DUE TO ELECTRICAL DISCHARGE

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

3.7 WRONG REPAIR AND REPLACEMENT

The spare parts used in the repair of motor, starter and pump may be improper quality and Capacity, which may cause burning of motor due to non-matching of characteristics. The parts replaced should be genuine, purchased from authorized dealers of reputed manufacturers. In addition to burning of submersible motor, the following are the other causes responsible for Breakdown of submersible pumps:

a) Damage to motor and pump:

The submersible pump and motor unit is aligned by manufacturer or in repair workshop. Rough handling in transportation and carriage to the site of installation may cause misalignment which will be noticed only after lowering of the unit. Misalignment may cause vibrations leading to damage to motor and pump parts, and overloading of motor resulting in the burning of the windings. The motor and pumps should be assembled and checked for free movement in the shop, and packed in wooden containers of size matching the equipment. The box should be carried carefully to the site and should be opened only at the time of lowering.

b) Heavy fine-Sand Pumping:

Submersible pump will provide long service life if the sand content of the water is limited to 28-40 ppm. With sand pumping, the service life of the pump is reduced drastically. Sand in water damaged the rubbing surface of the neck ring and impeller and cause more clearance. Too high a clearance results in high vibrations which reduce the discharge and overload the motor. Vibrations disturb the motor alignment and ultimately burn the motor.

c) Loose and Electrical Column pipe:

A loosely bolted and non-rigid column pipe to which a submersible pump is attached can cause vibrations in the whole system. These vibrations will ultimately damage the pump due to misalignment and lead to the breaking of motor or its burning.

Flanges and other types of joints must be properly matched and tightened with an ordinary nut and a check nut. The pipe should be kept at the center of the housing and on one side.

d) Fallen Pumps and Motors:

The falling down of pumps and motors is due to vibrations, and faulty repair, i.e. non-replacement of worn studs and water hammer. Fishing is easier with a fallen pump than a detached motor. For fishing the fallen motor, the manufacturer should be asked to provide a mechanical clamp from the bottom of the motor to the discharge nipple over the non-return valve, which can be attached to a wire rope. This wire rope should be brought up to the top of the well so that in case of an accidental fall, the motor can be easily pulled out. This will not only save the motor but well itself because, many a time, the well is abandoned because of the failure to fish out the motor.

e) Seizure of Pump or Motor Bearing

Seizure of the pump bearing can result when the pump runs dry. This can happen due to a fall in water level during summer or over pumping of the tube well. The pump can be safeguarded from dry running by installing a pneumatic water level indicator, observing it periodically and extending the column pipes to cater to situation of falling water, if required.

3.8 DO'S AND DONT'S FOR SUBMERSIBLE PUMP

DO'S:

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

DONT'S:

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

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

J. Maintenance of RO with water cooler

R.O. System 25 LPH output capacity - All in all repair & maintenance of Reverse Osmosis system including replacement of all components/parts e.g. Pump, Membrane, Filters, Power Supply, S.V., F.R., Housings, PVC connecting pipes, Water sensors, UV lamps and any other parts of Machine etc. as required. The job includes servicing of all the machines quarterly and also as and when required on receiving the complaints or as directed by Engineer in charge.

1. Daily check & operation of water cooler.
2. Cleaning of water tank once in a month.
3. Checking of water leakage from water cooler & if there is water leakage rectify the same.
4. Check & ensure proper working of water cooler daily.
5. Maintain record & submit to concern Engineer In charge.

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

K. Maintenance of Solar panels

Once a fortnight the surface of the panels should be wiped clean with wet rag to remove dust, fallen leaves & bird dropping etc. Only water to be used and no other cleaning agent for cleaning. In addition maintenance of Secondary battery of Solar Panel is required on discretion of Engineer in-charge. Still general periodical maintenance of battery should be carried out. For efficient working of SPV system certain precautions are to be observed as given below.

1. Precautions and Preventive Steps Please ensure that:
 - a) SPV Modules are connected in parallel and SPV Panel output voltage is less than 25Volts under normal sunshine condition (for 12 V System/Module).
 - b) All connections are properly made tight and neat using the crimped Red (for +ve) and Black (for -ve) wires supplied by the manufacturer in order to avoid reverse connection.
 - c) The rating of the fuse in the charge controller is not changed.
 - d) The SPV Panel is installed facing SOUTH and with the correct 'Angle of tilt'.
 - e) There is no shadow on any part of the SPV Panel at any time of the day, to get maximum power.
 - f) SPV Modules are protected against any act of vandalism and accidental strike or hit by heavy objects, like stone, hammer etc. If the SPV Panel is installed on ground, it must be fenced properly to protect it from cattle and to prevent from any damage/theft. Fencing should be made in such a way that no shadow should fall on SPV Panel at any time of the day.
 - g) Battery Bank is placed on a rack or platform insulated from ground and located in a well-ventilated room and also sufficient clearance is there over the battery.
 - h) First the Battery Bank, then SPV Panel and then Load is connected to SPV Charge Control Unit and for disconnection reverse sequence is adopted.
 - i) Battery terminals are never shorted even momentarily as shorting will result in heavy spark and fire. (To avoid the same connect the cable at Charge Controller end 'First' and then Battery end.)
 - j) Never connect the Load directly to the SPV Panel as SPV Panel may give

higher/lower voltage than required by the Load Equipment and hence the equipment may be damaged permanently.

- j) Blocking diode is provided at the array output for protection against reverse polarity.
- k) Make sure that the Solar PV module gets direct sunlight throughout the day where you install it.
- l) The Green indicator on Charge controller is only an indication for charging. It will glow even at small amount of charging. So to ensure efficient charging, the availability of direct sunlight over the Solar PV module for the maximum hours of the day should be ensured.
- m) It is not heat but light that produces energy. So let direct sunlight to fall on the module surface without shades.

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

L. Maintenance of other E&M items:

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

M. Material:

Material required for maintenance will be supplied by DFCCIL.

Signature of Tenderer

Annexure-IV

Eligibility Condition for various categories of Workmen

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

Note:

- A) Besides the categories mentioned above, DFCCIL may asked the Service Provider to provide other categories of staff also on hiring basis. The essential qualifications/pay structure for such categories shall be decided by mutual agreement and the services will be provided at the agreed commission.
- B) Police verification for background check of outsource staff is required to be done by the agency and same should be submitted to DFCCIL.

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:
- Topography of the Area.
 - Climatic condition and law & order situation in project area.
- B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising Instructions to the Tenderers, General Conditions of the Contract, Special Conditions, special terms and conditions apart from information conveyed to me/us through various other provisions in this tender document.
- C. **Tentative Deployment of Workmen: -**
- List of station (Rewari - Madar)**
- New Rewari Junction Station
 - New Ateli Junction Station
 - New Dabla crossing Station
 - New Bhagega crossing Station
 - New Shree Madhopur crossing Station
 - New Pacharmalikpur crossing Station
 - New Phulera Junction Station
 - New Sakun crossing Station
 - New Kishangarh Crossing Station
- Highly skilled / overall in-charge for supervising in day shift at every station for different E&M activities.
 - Skilled Person for executing different E&M activities (one person in night shift at every station).
 - Semi-Skilled Person for executing different E&M activities (one person in day shift at every station).
 - Unskilled Person for executing different E&M activities (two person in day shift and one in night at every station).
- D. I/We have quoted my / our rates as "Percentage above / below / at par" of costs as per Schedule of items Rates **in Offer Sheet**, taking into account all the factors given above.

(Signature of Tenderer/s)

SUPPLEMENTARY AGREEMENT

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

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

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

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

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

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

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

Signature of the Tenderer/s

For & on behalf of DFCCIL

Witness signatures of the Witness

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2

UNDERTAKING BY TENDERER

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

Signed -----

Name-----

For & on behalf of
Name of Firm/Company/JV

ANNEXURE-VIII

(Guarantee -Bond offered by bank to DFCC in connection with the execution of Contracts)
(SD)

GUARANTEE BOND FORMAT
(To be used by approved Schedule Banks)

1. In consideration of the Employer DFCCIL (herewith called " The Employer") having agreed to exempt _____(hereinafter called "The said Contractor(s)") from the demand, under the terms and conditions of an Agreement No..... dated _____made between _____ and _____ for _____(hereinafter called the "The Said Agreement") of **security deposit** for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we, _____ (Indicate the name of the bank) (Hereinafter referred to as " The Bank") at the request of contractor(s) do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.
2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the DFCCIL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DFCCIL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/ Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present is being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment hereunder the Contractor(S)/Supplier(s) shall have no claim against us for making such payment.
4. We _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied

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or discharged or till _____ the Employer/DFCCIL certify that terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the-----, we shall be discharged from all liability under this Guarantee thereafter.

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

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

Bank Seal Signature of Bank Authorize Official with Seal

Name:
Designation:
Address:

Witness:

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

ANNEXURE-IX

Format of Bank Guarantee for Performance Security _____

Bank Guarantee No. : Dated :

To,

Dedicated Freight Corridor Corporation of India Limited
Jaipur

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 discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

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

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

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

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

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

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

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

We ----- (name of the bank) 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).

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- 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 thisguarantee 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 :

FORM OF A GREEMENT

(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) Form of bid
 - iv) General Information
 - v) Notice Inviting Tender (with Annexes)
 - vi) Instructions to Tenderers
 - vii) Special Conditions of Contract
 - viii) Annexures
 - ix) Bill of Quantities (BOQ)
 - x) General Terms and Conditions of Contract
- 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:

(Name, Designation and address of the authorized signatory)
Signed for and on behalf of the Employer in the presence of:

Witness: Witness

1.

1.

2.

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, THEREFORE,

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

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

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

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

Commitments of the CLIENT

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for 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 intend to make to officials of the CLIENT or their family members, agents, brokers or

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anyother intermediaries in connection with the [B] and the details of services agreedupon 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 yearsimmediately 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 ender process or the contact, 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 favour of _____ .

- ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof of payment.
 - iii. Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.
- 5.3 In case of the successful [A] a clause would also be incorporated in the article pertaining to performance Guarantee in the [B] that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by CLIENT to the [A] on earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
 - (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [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.

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- (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].

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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 aton

CLIENT

Name of the officer

Designation

Deptt./Ministry/PSU

Witness

1-----

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

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)

<u>Schedule of Rates</u>					
Refer letter no. F.No.1/36(3)/2019-LS-II Government of India, Ministry of Labour & Employment Dated 23 Sep 2019					
MAINTENANCE OF GENERAL POWER SUPPLY (E&M) FOR STATION BUILDING, IMD, IMSD, SERVICE BUILDINGS, STAFF QUARTERS AND ANY OTHER BUILDINGS AND ELECTRICAL ASSETS BETWEEN NEW-REWARI (KISHANGARH BALAWAS) - MADAR UNDER GENRAL MANAGER /Co./JAIPUR					
S.N.	Description of work	Qty	Unit	Rate(Rs)	Amount
1.	Providing Highly skilled / Overall in-charge for supervising in day shift at every station for different E&M activities.	3240	Man days	666/-	21,57,840/-
2.	Providing Skilled Person for executing different E&M activities (one person in night shift at every station).	3240	Man days	569/-	18,43,560/-
3	Providing Semi-Skilled Person for executing different E&M activities (one person in day shift at every station).	3240	Man days	472/-	15,29,280/-
4	Providing Unskilled Person for executing different E&M activities (two persons in day shift and one in night at every station).	9720	Man days	403	39,17,160/-
	Total Estimated Value				94,47,840/-
Total Estimated value excluding GST is Rs. 94, 47,840.00 (Rs. Ninety Four lakh Forty Seven thousand Eight hundred Forty rupees only)					
GST/other statutory taxes as applicable shall be paid extra.					
Note: 1. Every month is taken as 30 days					
2. Contractor shall not change any description rate as published in tender.					

Signature of tenderer with seal

<u>Offer Sheet</u>			
Offer to be filled by tenderer(s) in below table			
MAINTENANCE OF GENERAL POWER SUPPLY (E&M) FOR STATION BUILDING, IMD, IMSD, SERVICE BUILDINGS, STAFF QUARTERS AND ANY OTHER BUILDINGS AND ELECTRICAL ASSETS BETWEEN NEW-REWARI (KISHANGARH BALAWAS)- MADAR UNDER GENRAL MANAGER/Co./JAIPUR for the period of 12 months.			
S.N.	Description of work	Estimated Rate	
1.	Providing Highly skilled / Overall in-charge for supervising in day <u>shift at every station for different E&M activities.</u>	21,57,840/-	
2.	Providing Skilled Person for executing different E&M activities (one person in night shift at every station).	18,43,560/-	
3.	Providing Semi-Skilled Person for executing different E&M activities (one person in day shift at every station).	15,29,280/-	
4.	Providing Unskilled Person for executing different E&M activities (two persons in day shift and one in night at every station).	39,17,160/-	
	Total	94,47,840	
Note: 1. Offered rate shall be quoted under this table in % below, above & at par in figures as well as in words.			
2. GST as applicable shall be paid at actual on production of challan by contractor.			

Quoting of rates

The rate will be _____ % (Percentage)
below/above/ at par (to be filled by the bidder in figure).

The rate will be _____ % (Percentage)
below/above/at par (to be filled by the bidder in words).

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

Signature of tenderer with seal

Signature of tenderer

**END
OF
DOCUMENT**