

Dedicated Freight Corridor Corporation of India Ltd.

Supply and Commissioning of 2 nos. of Bi Directional self-propelled Utility Track Vehicles (UTV) for EDFC and WDFC along with AMC for 3 years post expiry of 2 years DLP/Warranty period.

Single Packet OPEN E-TENDER

Tender No- HQ/EL/DFCCIL/TM-UTV/2021-22

**TENDER
DOCUMENT NOT
TRANSFERABLE**

**Dedicated Freight Corridor Corporation of India Ltd.,
Supreme Court Metro Station Building, Pragati Maidan, New Delhi-
110001.**

Page no 9 to 99
attached
02/02/2022

CHECK LIST - I

CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE SUBMITTING THEIR TENDERS.		
Sr. No.	Description	Done or Not
1.	Rates have been quoted for All schedules items in terms of percentage on https://www.ireps.gov.in	
2.	Address for correspondence has been given at Section 2 Para 2.2, and Envelope has been addressed accordingly.	
3.	Tenderer's General information filled up in Annexure –IV with attached documents/proof page marked/indicated.	
4.	All the Annexures from Annexure-I to Annexure-XV properly filled up and relevant documents attached and indicated in Annexures, where asked.	
5.	Company seal should be put.	
6.	Earnest Money & Tender Fee Deposit as per NIT and Clause No. 3.1.4, 3.6 and 3.7 of Section-3.	
7.	The tender shall be accompanied with the following, to be uploaded online:	
	1 Copies of Earnest Money Deposit and Tender Fee as per NIT and Section-3.	
	2 Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as per Tender Notice.	
	3 Certificate of Registration of Company, in case of a Company.	
	4 Partnership deed/ resolution as applicable.	
	5 Power of Attorney as applicable.	
	6 GST Registration Certificate.	
	7 Any other relevant document.	
8.	The tender document uploaded online, should be duly signed by the Tenderer. Any loose paper/ documents submitted separately shall not be considered as part of tender offer.	
9.	RATES TO BE QUOTED ONLINE ONLY at https://www.ireps.gov.in	

005

CHECK LIST II

1. Have you purchased the Tender Documents?	Yes/No
2. Have you furnished a Letter of Authority? (Annexure-XIII, Tender Documents)	Yes/No
3. Have you furnished the Performance Statement? (Annexure-XIV, Tender Documents)	Yes/No
4. Have you submitted the Banker's Report? (Annexure-VII, Para 3.8.4 (b) of 'Instructions to Tenderers' Tender Documents)	Yes/No
5. Have you furnished the Statement of Equipment and Quality Control? (Annexure – XV, Tender Documents Part-II)	Yes/No
6. Have you furnished the Clause-wise comments on Technical Specification (Annexure – III Para 3.2.11 of 'Instructions to Tenderers' Tender Documents)	Yes/No
7. Have you furnished the Statement of Deviations (Preferably Nil)? (Annexure-III, Tender Documents Part-II)	Yes/No
8. Have you included prices of all Standard Accessories in the price of the machine (Technical Specifications, Tender Documents)	Yes/No
9. Have you quoted for all the Accessories and Spares?	Yes/No
10. Have you quoted delivery period correctly and precisely?	Yes/No
11. Have you kept your offer valid for 180 days?	Yes/No

Signature & Seal of the
Manufacturer/Tenderer.



**Dedicated Freight Corridor Corporation of India Ltd., Supreme Court Metro
Station Building, Pragati Maidan, New Delhi 110001.**

Tender No. HQ/EL/DFCCIL/TM-UTV/2021-22

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Forwarding letter by Tenderer(s)

To,

GM/EL/TS,
DFCCIL Corporate Office,
New Delhi.

Name of Work:- Supply and Commissioning of 2 nos. of Bi Directional self- propelled Utility Track Vehicles (UTV) for EDFC and WDFC along with AMC for 3 years post expiry of 2 years warranty period.

Ref:

I/We have read the various conditions of tender attached hereto and hereby agree to a Tender by the said conditions. I also agree to keep this tender single packets open tender for acceptance for a period of **180 (One Hundred Eighty) days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work as set out in the Tender Document. I/We also agree to a Tender by the General Conditions of the Contract and to carry out the work according to the special conditions as laid down by the DFCCIL for the execution of present contract.

1. A sum of **Rs...../- (Rs..... only)** has been forwarded as Earnest Money. The value of the Earnest Money shall stand forfeited without prejudice to any other rights or remedies if:

I/We do not execute the contract agreement within 7 days of receipt of notice by the DFCCIL that such documents are ready.

OR

I/We do not commence the work within 15 days after receipt of orders to that effect.

OR

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

2. I/We agree to give the Performance Guarantee (PG) in a form of irrevocable bank guarantee/ FDR issued by any Scheduled Bank amounting to 5 % of the contract value to the DFCCIL within 15 days after issue of letter of acceptance and before signing of the agreement.

3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Tenderer(s)/Tenderer(s)

Tenderer(s)/Tenderer(s)'s Address

Signature of Witness



Instructions to Bidders for Online bidding

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

Instructions:-

1. Online Bidding Methodology:

Online Bid System

2. Broad outline of activities from Bidders perspective:-

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

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

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

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



3. Digital Certificate:

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

4. Registration:

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

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

5. DFCCIL, has decided to use process of E- Tendering for inviting this tender and thus the physical copy of the tender documents would not be sold/ accepted.

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

DFCCIL Contact- 1	Sh. A K Mourya
Telephone/Mobile No.	7011227320
E-mail ID	akmourya@dfcc.co.in
DFCCIL Contact- 2	Sh. Chandra Kant
Telephone/Mobile No.	9717636859
E-mail ID	chandrakantm@dfcc.co.in
DFCCIL Contact- 3	Sh. Sanjeev Malik
Telephone/Mobile No.	9717636872
E-mail ID	smalik@dfcc.co.in

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

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

- 7.1 Tender fee and EMD have to be deposited through e-payment only. The tender processing fees as per applicable rate payable through the e- payment gateways to IREPS portal is Nonrefundable. Payments against this tender towards tender document cost and earnest money are to be done before the schedule date & time of submission of the tender otherwise the Bid will not be considered.
- 7.2 Tender documents (s) in original, duly filled in should be signed by bidder or his Authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.
- 7.3 Copy of PAN card.
- 7.4 The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.
- 7.5 In case of proprietorship firm bidder will submit an affidavit, attested by Notary Public that "I am a sole proprietor of the firm _____" in _____ case _____ of _____ proprietorship firm on Non-judicial stamp paper of Rs.100.00.
- 7.6 Bidder's profile duly filled in, as per section -3 of tender document.
- 7.7 Power of Attorney
- 7.8 Article of association and memorandum in case of private/public limited company.
- 7.9 Copy of GST registration no.
- 7.10 In case tender fee and EMD are paid through e-payment, then scanned copy of receipt duly indicating UTR number is to be uploaded.

Note: - Any discrepancy found in the downloaded tender document submitted by the bidder compared to uploaded tender document, the tender document uploaded by the DFCCIL will be treated as valid and any changes (found in the tender document submitted by the bidder) at any stage, will be treated as fraud done to the DFCCIL, and will be liable to cancellation of agreement done (if any) & appropriate action will be taken against the bidder.

8.0 The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (DFCCIL should not be responsible for any problem arising out of internet connectivity issues).

Method for submission of bid documents

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

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

9.0 System of Quoting Rates



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

10.0 Modification / Withdrawal of bids:

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

Other instructions

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

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

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डेडीकेटेड फ्रेट कोरीडोर

Dedicated Freight Corridor Corporation of India Ltd.

A Govt. of India (Ministry of Railways) Enterprise

Section – 1**Notice Inviting E-Tender (NIT)**

1.	Tender No.	HQ/EL/DFCCIL/TM-UTV/2021-22
2.	Name of Work	Supply and Commissioning of 2 nos. of Bi Directional self-propelled Utility Track Vehicles (UTV) for EDFC and WDFC along with AMC for 3 years post expiry of 2 years of DLP/Warranty period.
3.	Estimated Cost of Work	Rs.3,33,36,503/- (Rs. Three Crore Thirty Three Lacs Thirty Six Thousand Five Hundred and Three only)
4.	Completion Period	a) 6 Months for the supply and commissioning of the 1st UTV Machine & 8 Months for the supply and commissioning for the 11nd machine from the date of issue of LOA. b) 3 Years from the date of making Agreement for AMC after expiry of 2 years of DLP /warranty period.
5.	Type of Bid	Single packet open E-Tender.
6.	Cost of Tender Documents (Non-Refundable)	Rs. 10000/- (Rs. Ten Thousand Only) to be paid online through payment gateway provided at www.ireps.gov.in or 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 certificate on the E-Tender Portal.
7.	Earnest Money Deposit (EMD) (Tender Security)	Rs 6,66,730/- (Rs. Six Lacs Sixty Six Thousand Seven Hundred and Thirty only) to be deposited online through payment gateway provided at www.ireps.gov.in 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.
8.	Download bid documents up to	15:00 Hrs. of 07.03.2022 on www.ireps.gov.in
9.	Last date & time of online receipt of bid	15:00 Hrs. of 07.03.2022 www.ireps.gov.in
10.	Date and time of online opening of bid	15:30 Hrs. of 07.03.2022 www.ireps.gov.in
11.	Validity of offer	180 days from the date of opening of tender.
12.	Address for Communication	Office of the General Manager/Electrical/Technical Services, Dedicated Freight Corridor Corporation of India Ltd., Supreme Court Metro Station Building, Pragati Maidan, New Delhi- 110001. Website: www.dfccil.gov.in

1. Tender documents should be downloaded from the website address <https://www.ireps.gov.in>. Payment of EMD & Tender Document fee, in respect of e- tendering, should accepted through net banking or payment gateway only, before the schedule date and time of submission of the tender otherwise the Bid will not be considered/shall be summarily rejected.

Note: - Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on IREPS (e-tender portal). The tender document are also available on official website of DFCCIL i.e. www.dfccil.com

2. No request for extension of the Tender Due Date shall be considered.
3. The Offer shall be valid for 180 days from the date of opening of the tender, and extended further if required from time to time. The Contractor cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of EarnestMoney Deposit (Tender Security).
4. Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E -Tendering website www.ireps.gov.in. Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.
5. No tender document will be available offline. Downloading tender documents online and submission of tender online is mandatory for this tender.
6. Any further addendum/Corrigendum for this tender will be posted in

DFCCIL tendering portal website <https://www.ireps.gov.in> only.

Interested bidders are advised to check website regularly for any

Addendum/ Corrigendum.



SECTION- 2

Invitation for Tenders

Dear Sir,

.....
.....
GM/EL/TS for and on behalf of DFCCIL invites, Tenders in Single Packets Open E-Tender system, from the tendering firms for Supply and Commissioning of 2 nos. of Bi Directional self-propelled Utility Track Vehicles (UTV) for EDFC and WDFC along with AMC for 3 years post expiry of 2 years of DLP/Warranty period.

2.1 SCOPE OF WORK:

Supply and Commissioning of 2 nos. of Bi Directional self-propelled Utility Track Vehicles (UTV) for EDFC and WDFC along with AMC for 3 years after expiry of DLP/Warranty period of 2 years.

2.2 KEY DETAILS OF THE TENDER ARE AS UNDER-

1.	E-Tender No.	HQ/EL/DFCCIL/TM-UTV/2021-22
2.	Name of Work	Supply and Commissioning of 2 nos. of Bi Directional self-propelled Utility Track Vehicles (UTV) for EDFC and WDFC along with AMC for 3 years post expiry of 2 years of DLP/Warranty period.
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4.	Completion Period	a) 6 Months for the supply and commissioning of the 1st UTV Machine & 8 Months for the supply and commissioning for the IInd machine from the date of issue of LOA. b) 3 Years from the date of making Agreement for AMC after expiry of 2 years of DLP /warranty period.
5.	Type of Bid	Single packet open E-Tender.
6.	Cost of Tender Documents (Non-Refundable)	Rs. 10000/- (Rs. Ten Thousand Only) to be paid online through payment gateway provided at www.ireps.gov.in
		or
		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 certificate on the E-Tender Portal.
7.	Earnest Money Deposit (EMD)(Tender Security)	Rs 6,66,730/- (Rs. Six Lacs Sixty Six Thousand Seven Hundred and Thirty only) to be deposited online through payment gateway provided at www.ireps.gov.in
		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.
8.	Download bid documents up to	15:00 Hrs. of 07.03.2022 on www.ireps.gov.in
9.	Last date & time of online receipt of bid	15:00 Hrs. of 07.03.2022 on www.ireps.gov.in
10.	Date and time of online opening of bid	15:30 Hrs. of 07.03.2022 on www.ireps.gov.in
11.	Validity of offer	180 days from the date of opening of tender.
12.	Address for Communication	Office of the General Manager/Electrical/Technical Services, Dedicated Freight Corridor Corporation of India Ltd., Supreme Court Metro Station Building, Pragati Maidan, New Delhi- 110001. Website: www.dfccil.gov.in

- 2.2.1 Payment of EMD & Tender Document fee, in respect of e-tendering, should accepted through net banking or payment gateway only, before the schedule date and time of submission of the tender otherwise the Bid will not be considered/shall be summarily rejected.

Note: - Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on IREPS (e-tender portal).

- 2.2.2 Tender documents should be download from the website address www.ireps.gov.in/DFCCIL upto date and time mentioned in the notice inviting E-Tender. Tender documents are also available on the official web site of DFCCIL i.e. www.dfccil.gov.in.

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SECTION-3

Information and Instructions to Tenderer(s)

INFORMATION

- 3.1.1 E-Tender has been invited under 'single packet' system.
- 3.1.2 The tender(s) can download the Bid document online from the website address [http:// www.ireps.gov.in/DFCCIL](http://www.ireps.gov.in/DFCCIL) as per the date & timing mentioned in SECTION –I of the bid document.
- 3.1.3 Tender document are also available on the official web site i.e. www.dfccil.gov.in.
- 3.1.4 Payment of EMD & Tender Document fee, in respect of e-tendering, should accepted through net banking or payment gateway only, before the schedule date and time of submission of the tender otherwise the Bid will not be considered/shall be summarily rejected. No documents are required to be deposited physically in the tender box. Scanned copy of RTGS receipt, duly indicating UTR number should be uploaded online along with the tender. Details of DFCCIL bank account for making payment by RTGS are as under:

Name	Dedicated Freight Corridor Corporation of India Ltd., New Delhi.
Bank account number	468301010130814
IFSC Code	UBIN0546836
Bank name	Union Bank of India
MICR code	110026037

- 3.1.5 The entire bid document shall be scanned & uploaded online on the website. The hard copy of those pages should be scanned after signed and stamp. Tender document shall be accompanied with the scanned copies of Bid deposit in proper form, document about the status of the firm such as partnership deed etc. power of Attorney; documents in support of the of Tender(s), all documents mentioned in the checklist.
- 3.1.6 All tender shall be uploaded in accordance with the instruction contained in these documents (hereinafter called as tender document). Non-Compliance with any of the instruction set forth herein above is liable to result in the tender being rejected.
- 3.1.7 A firm shall submit only one offer against the E-Tender. In case, a firm submits more than one Tender, such a firm will be disqualified.
- 3.1.8 In preparing the Proposal, Tenderer(s) are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Tenderer(s) and will result in rejection of the proposal submitted by the Tenderer(s).
- 3.1.9 If the Tenderer(s) deliberately gives/ give wrong information in his / their tender or creates /create circumstances for the acceptance of his/ their tender, the DFCCIL reserves the right to reject such tender at any stage.
- 3.1.10 The proposal shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 3.1.11 While quoting the online rates in bid sheet provided on www.ireps.gov.in/DFCCIL Tender(s) are expected to take into account the requirement and conditions of the tender documents. A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the Tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also be prepared on the basis of master document kept in the office of tender



inviting authority.

- 3.1.12 The Tenderer(s) downloading the documents from internet must keep themselves updated through the website from which the tender document is downloaded regarding corrigenda, if any, to the notice inviting tender or the tender document, which shall be uploaded in the same website only. The offers received without such corrigenda published shall be liable to be rejected.
- 3.1.13 Any willful changes/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/ award of tender or after award of work and the same may result in penal action including banning of further business with the defaulting Tenderer(s). In addition, the Tenderer(s) are liable to be prosecuted for the same as per law.
- 3.1.14 The Tenderer(s) whether a sole proprietor, a limited company or a partnership firm, if they want to act through agent or individual partner/partners should submit along with the tenderor at a later stage, a power of attorney duly stamped and authenticated by a Notary Public, or by Magistrate in favour of the specific person whether he/they be partner/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

3.1.15 **Priorities of documents:**

The several documents forming the contract are to be taken as mutually explanatory of one another. If any inconsistency of discrepancy is found in the documents, DFCCIL shall issue any necessary clarification or instruction. For the purpose of interpretation, the priority of documents shall be accordance with the following sequence:

- a) The letter of acceptance
- b) The contract agreement (if completed)
- c) The notice inviting tender / instructions of Tenderers
- d) Special condition of Contract
- e) General conditions of Contract
- f) Bill of Quantities

3.2 **SUBMISSION OF TENDER**

- 3.2.1 All Tenders shall be submitted online
- 3.2.2 Venue of submission of tender: - No tender will be accepted/received offline or in any office.
- 3.2.3 The mandatory seal & signed of all pages should be submitted online not later than date and timings mentioned as in NIT in SECTION-1 of the tender document.
- 3.2.4 Tender fee & EMD need to be submitted online only before the last date and time as mentioned in the NIT of the tender document.
- 3.2.5 Any tender and tender fee & EMD received late are liable to be rejected summarily.
- 3.2.6 In addition to the E-BIDS , 4 hard copies marked as 'ORIGINAL', 'DUPLICATE', 'TRIPLICATE' & 'QUADRUPLICATE' must be submitted.
- 3.2.7 Any individual (s) signing the tender or other documents connected therewith should specify whether he is signing.
- i) as sole proprietor of concern or as attorney of the sole proprietor;
 - ii) as a Partner or Partners of the firm;
 - iii) as a Director, Manager or Secretary in the case of a Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by the Memorandum of Association.



- 3.2.8 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the purchaser for verification, if required.
- 3.2.9 All prices and other information like discounts etc., having a bearing on the price shall be written both in figures and words in the prescribed offer form. In case of any discrepancy in rates quoted in words and figures, the rates quoted in words shall be considered.
- 3.2.10 Offer, in quadruplicate, in the prescribed form (Annexure I) should be addressed to GM/EL/TS, Ministry of Railways, Dedicated Freight Corridor Corporation Of India, New Delhi, India and submitted in the manner specified in the Tender Invitation contained in Tender Documents (Part-I).
- 3.2.11 Offers shall be as per the Instruction to tenderers, the General and Special Conditions of contract given in the Tender Documents. However, the tenderer shall indicate his acceptance or otherwise against each clause and sub-clause of the Instruction to tenderers, the General and Special Conditions of Contract. For this purpose, the tenderer shall enclose a separate Statement (Annexure – III) indicating only the deviations from any clause or sub-clause of the Instruction to tenderers, the General and Special Conditions of Contract, which he proposes with full justification for such deviations and additional price for complying with the conditions of the contract in each case. The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.
- 3.2.12 Offers are required from the actual manufacturers of the stores or their authorized agents who should submit a letter of authority from their Principals as in Annex.-XIII. Offers from other agents, brokers and middlemen will not be accepted.
- 3.2.13 The tenderer should avoid ambiguity in his offer, e.g., if his offer is to his standard size, dimensions, he should specifically state them in detail without any ambiguity. Brief descriptions such as standard length etc. should be avoided in the offer.
- 3.2.14 Each page of the offer must be numbered consecutively, should bear the tender number and should be signed by the tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page.
- 3.2.15 **Quantity Variation Clause:** The purchaser reserves the right to vary the quantity mentioned in the "Schedule of Requirements" as per Indian Railways General Conditions of Contract 2019, Variations in Extent of Contract, Para-41 & Para-42.

3.3 **TENDER OPENING**

- 3.3.1 Date and Time of online opening of the tender: - As indicated in the NIT in Section-1 of tender document.
- 3.3.2 Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever.
- 3.3.3 If the date of opening is declared as holiday then the tender shall be accepted upto 15:00 hrs of the next working day and the same will be opened at 15.30 hrs on the same day i.e, next working day.
- 3.3.4 On the date specified in the tender notice, the rates of all tenders(s) will be available online.

3.4 **GENERAL INFORMATION**

- 3.4.1 Tender document is non-transferable. Tenders received from Tenderer(s) in whose name Tender Document has been issued shall only be considered.
- 3.4.2 No extension in the Tender Due Date shall be considered on account of internet speed or any technical fault.

- 3.4.3 Issuance of Tender documents will not automatically mean that such parties are considered qualified.
- 3.4.4 DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.

3.5 VALIDITY OF PROPOSAL

- 3.5.1 The Tenderer(s) shall keep their offer open for a minimum period of 180 days from the date of opening of the Tender, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the Tenderer(s) liable for forfeiture of his Earnest Money deposit. The Tenderer(s) cannot withdraw their offer within the period of validity / extended validity.

3.6 TENDER FEE

- 3.6.1 Cost of tender document as per clause 2.2 (Section-2) of the tender document is to be submitted/deposited online only through payment gateways on <https://www.ireps.gov.in> , before the scheduled date and time of submission of the tender.
- 3.6.2 Offers without valid tender fee will be summarily rejected.
- 3.6.3 Tender processing fee as per applicable rates to on <https://www.ireps.gov.in>. payable through the e-payment Gateways is non-refundable.
- 3.6.4 All Micro and Small Enterprises (MSEs) who are having Udyog Adhar Memorandum shall be given all benefits towards Tender Fee and Earnest Money (EMD) in terms of Railway Board Letter No.2010/RS(G)/363/1 dated 31.03.2016.

3.7 EARNEST MONEY

- 3.7.1 The tenders will not be entertained without sum specified in clause 2.2 (Section-2) of the tender document as Earnest Money (EMD). EMD is to be submitted/deposited online only through payment gateways on <https://www.ireps.gov.in> , before the scheduled date and time of submission of the tender.
- 3.7.2 The Tenders without valid Earnest Money (EMD) shall be summarily rejected.
- 3.7.3 Earnest Money shall be forfeited in case of revocation of Tender or increase in rates or change (s) in any terms & conditions after opening of the tender and before the expiry of validity of the Tender.
- 3.7.4 If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the Tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.
- 3.7.5 The EMD of all unsuccessful Tenderer(s) except that of the successful Tenderer(s) will be discharged/ returned after the award of the contract. The EMD of successful Tenderer(s) will be adjusted against the security deposit amount. No interest will be paid by DFCCIL on the above EMD amount.
- 3.7.6 All Micro and Small Enterprises (MSEs) who are having Udyog Adhar Memorandum shall be given all benefits towards Tender Fee and Earnest Money (EMD) in terms of Railway Board Letter No.2010/RS(G)/363/1 dated 31.03.2016.
- 3.7.7 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified or extended validity period as agreed to in writing by the tenderer.
- 3.7.8 The Earnest Money of the successful tenderer is liable to be forfeited if he fails to:
- Sign the contract Agreement in accordance with the terms of the tender or
 - Furnish performance Guarantee in accordance with the terms of the tender or
 - Commence the work within the time period stipulated in the tender.
- 3.7.9 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.



3.8 ELIGIBILITY CRITERIA

3.8.1 The tenderer must submit the documents in favor of fulfilling the eligibility criteria. Tenders submitted without these documents shall be summarily rejected.

3.8.2 The eligibility criteria has been defined in the para 4.14 (General condition of Contract) of the bid document. Document should be submitted online.

The tenderer shall provide a satisfactory evidence acceptable to the Purchaser to show that:-

3.8.3 He is a licensed manufacturer, who regularly manufactures the items offered and has adequate technical knowledge and practical experience;

3.8.4 The tenderer has financial stability and sound status to meet the obligations under the contract for which he is required to submit a report from a recognized bank or a financial institution as per Annexure-VII;

3.8.5 He has adequate plant and manufacturing capacity to manufacture and supply the items offered within the delivery schedule offered by him;

3.8.6 He has established quality control system in the organization to ensure that there is adequate control at all stages of the manufacturing process.

3.8.7 The tenderers should additionally submit:-

i) a performance statement as in Annexure-XIV, giving a list of major supplies, effected in the last five years of items offered by him, giving details of the Purchaser's name and address, order no. and date and the quantity supplied and whether the supply was made within the delivery schedule.

ii) a statement indicating details of equipment employment and quality control measures adopted as in Annexure-XV.

In addition to the above, further information regarding his capacity/capability, if required by the Purchaser shall be promptly furnished by the tenderer.

3.9 FIRM DETAILS, SIGNATURE OF TENDERS & DOCUMENTARY PROOF

3.9.1 The Tender must contain the full name, designation and complete address of place of business of the person(s) signing the Tender. Tenderer(s) shall furnish "BRIEF DETAILS OF THE TENDERER(S)" as per (Annexure-IV).

3.9.2 The Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer(s). Any individual or individuals signing the Tender Documents or other documents connected therewith should specify whether he is signing.

a) As a Sole Proprietor of the firm or Attorney of the Sole Proprietor; or

b) As a Partner or Partners of the firm; or

c) As a Director, Manager or Secretary in a Limited Company etc.

3.9.3 The Tenderer(s)/s whose tender is accepted will be required to appear at the office of the General Manager/Electrical/Technical Services, Dedicated Freight Corridor Corporation of India Ltd., Supreme Court Metro Station Building, Pragati Maidan, New Delhi- 110001 in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Earnest Money accompanying the tender shall stand forfeited.

3.10 PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER

3.10.1 Tenderer(s)'s have to quote the Commission/Service/Administrative charges in terms of a flat single percentage (%) in the schedule-I and II of the document. This percentage shall be applicable on each item of the Schedule-I and II uniformly.

- 3.10.2 Rates are inclusive of labour, material, all statutory taxes and obligations of Central Govt. and State Govt. / local bodies as applicable at the time of the opening of the tender, unless otherwise specified separately in this tender document. The Tender prices shall be in Indian rupees only.
- 3.10.3 Taxes, if any, levied after opening of the tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General Conditions of Contract & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.
- 3.10.4 Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.
- 3.10.5 All information in the Tender shall be in English and Hindi only. Failure to comply with these requirements will render the Tender liable for rejection.

3.11 PROPOSAL EVALUATION

- 3.11.1 A single stage procedure shall be adopted in evaluating the proposals.
- 3.11.2 The Evaluation Committee appointed by DFCCIL shall carry out its evaluation on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria.
- 3.11.3 The proposal of the Tenderer(s) will be assessed only based on the information/documents submitted along with the tender. However, DFCCIL reserves the right to seek clarification from the Tenderer(s), if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax / e-mail and the Tenderer(s) will be required to submit clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the technical proposal.
- 3.11.4 The Proposals shall be opened publicly in the presence of the Tenderer(s)' representatives who choose to attend. The name of the Tenderer(s), the proposed prices shall be read aloud and recorded after opening the proposal. The Client shall prepare minutes of the public opening.
- 3.11.5 The successful Tenderer(s) would be selected on the basis of least amount quoted by the tenderer against sum total of schedule –I (Supply and commissioning of machines) & schedule –II (AMC of the machines) which will be evaluated as per IREPS site methodology (i.e % above/below the estimated value or as the amount quoted in Rs. more or less than the estimated value of the Tender).

3.12 ENGAGEMENT OF PERSONNEL

- 3.12.1 Persons provided for commissioning of the machine should possess experience of the job.

3.13 AWARD OF CONTRACT

- 3.13.1 The DFCCIL will issue a letter of Acceptance to the successful Tenderer.
- 3.13.2 Until a formal agreement is prepared and executed, acceptance of this tender through L.O.A (Letter of Acceptance) shall constitute a binding contract between DFCCIL and Tenderer subject to the modifications, as may be mutually agreed to and indicated in the letter of acceptance.
- 3.13.3 The successful Tenderer will be required to execute the Contract Agreement within 15 days of receipt of notice by the DFCCIL that such document is ready, as per conditions mentioned in Tender Document, General Conditions of Contract (section 4) and Special Conditions of Contract (section 5).
- 3.13.4 The successful firm / Tenderer with whom the contract is signed shall commence the assignment within 15 days from the date of issue of acceptance letter.
- 3.13.5 All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the contractor.

3.14 CONFIDENTIALITY

- 3.14.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be

disclosed to the Tenderer(s) who submitted the proposals or to other persons not officially concerned with the process.

3.15 CHECK LIST

- 3.15.1 The Tenderer(s) is requested to submit the tender documents and attachments to tender documents as per the details specified in the Tender document. Any deviation/omission from above will be as per Tenderer(s)'s own risk.

The Tenderer(s) are requested to duly fill in the checklist. The checklist is only a reminder of certain important items, to facilitate the Tenderer(s). This, however, does not relieve the Tenderer(s) of its responsibility to make sure that his proposal is otherwise complete in all respects.

3.16 PAYMENT TERMS

The standard payment terms subject to recoveries, if any, under liquidated damages clause in 'General Conditions of Contract' will be as under:

- i) 90% payment on proof of inspection and dispatch documents as specified, to be made within 30 days of receipt of specified documents.
- ii) Balance 10% payment within 90 days of satisfactory commissioning of the machines in India and completion of proving test in which the performance of the equipment would have been demonstrated by the supplier after its commissioning at ultimate destination and on furnishing a Bank Guarantee fully indemnifying the purchaser against all losses incurred by the purchaser due to contractor's default during the guarantee period stipulated in the Warranty Clause (SCC Cl .9).
- iii) Payment of AMC shall be made on Quarterly basis as per actual consumption of spares and services taken from the contractor.

3.17 TECHNICAL INFORMATION

- 3.17.1 Clarification regarding Specifications indicated in the 'Schedule of Requirements' may be obtained from GM/EL/TS, Dedicated Freight Corridor Corporation Of India Limited, Ministry of Railway, New Delhi.
- 3.17.2 The equipment offered should be in accordance with the stipulated drawings and specifications in 'Schedule of Requirements'.
- 3.17.3 The Purchaser may, in exceptional circumstances accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the tender specifications. However, the decision of the purchaser in this regard shall be final. In this connection, attention of tenderer is invited to the 'Statement of Deviations' from tender specifications (Annexure-III) which should invariably be filled in and submitted along with the offer and further two copies of the alternative specifications offered should be sent along with the offer.
- 3.17.4 The tenderer shall indicate his compliance or otherwise against each clause and sub- clause of the technical specifications. The tenderer shall, for this purpose, enclose, a separate statement (Annexure-III) indicating compliance or otherwise of each clause of specifications. Whenever the tenderer deviates from the provisions of a clause/sub- clause he shall furnish his detailed justification for the same in the Remarks' column.
- 3.17.5 Details of variations from the drawings and specifications, if any, should be clearly indicated and in such an event where alternative product is offered, a certificate from the users must be furnished to the effect that the product offered is an alternative acceptable to the users in the country of origin and in one or more countries.

3.18 TIME SCHEUDULE

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- 3.18.1 The basic consideration and the essence of the contract shall be the strict adherence to the time schedule for the supply of items/item offered.
- 3.18.2 The time and the date specified in the contract for the delivery of the stores and the equipment shall be deemed to be essence of the contract and the delivery must be completed not later than the date so specified. The attention of the tenderers is invited to clauses regarding liquidated damages and default in the General Conditions of the contract and clause 10 (Delivery schedule) in the special conditions of contract by which the contract shall be governed.

3.19 INSURANCE

- 3.19.1 In case of FOB/CFR offer insurance shall be arranged by the Purchaser.
- 3.19.2 In the case of indigenous offers, the purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for arrive in good condition at destination. Where the tenderer intends to insure the goods, the insurance charges should be clearly indicated, separately in the break up.

The consignee will advise the tenderer within 45 (forty five) days of the arrival of goods at the destination, any loss/damage etc. of the goods and it shall be the responsibility of the tenderer to lodge the necessary claim on the carrier and/or insurer and pursue the same. The tenderer shall, however, at his own cost replace/rectify immediately, to the entire satisfaction of the consignee, the goods lost, damaged, without waiting for the settlement of the claim.

3.20 GST Clause :- Modification in Para (a) of clause 6, Part I of Indian Railways Standard General Condition of Contract, 2014: Revised Para (a) of Clause 6 in view of enactment of GST Act, 2017:

- (a) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender form are adequate and all inclusive to accord with the provisions in clause 37 of the Standard GCC for the completion of works to the entire satisfaction of the Engineer.
- (b) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Service Tax Act 2017 (IGST)/ Union Territory Goods and Service Tax Act 2017 (UTGST)/ respective states State Goods and Service Tax Act (SGST) also as notified as Central/State Govt. and as amended from time to time as applicable taxes before bidding. Tenderers will ensure that full benefit of "Input Tax Credit" (ITC) likely to be availed by them is duly considered while quoting rates.
- (c) The successful tenderer, who is liable to be registered under CGST/IGST/UTGST/SGST Act, shall submit GSTIN alongwith other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (d) In case, the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

3.21 PACKING:

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- 3.21.1 The items tendered will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (including monsoons) before they are put to the actual use. It is, therefore, imperative that packing for every item is decided by taking into consideration, inter-alia, and the above vital factors so as to eliminate damage/deterioration of item in transit/transshipment/handling or during storage.
- 3.21.2 The specifications of the packing proposed shall be indicated.
- 3.21.3 The packing advices should bring out the weight, dimensions and size of each bundle/package. Where it is not possible to give weight of the bundles/packages, the contractor must indicate the volume of the bundles/packages, the number of pieces per bundle/packages, number of bundles/packages, and total weight of the items supplied.

3.22 **SAFETY RULES**

- 1 Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labourer shall be engaged for holding the ladder and the ladder shall be given an inclination not steeper than 1/4 to (1/4 horizontal to one vertical).
- 2 Scaffolding or staging more than 3.5 metres above the ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaging from the building or structure.
- 3 Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and where the height of the platform or the gangway or the stairway is more than 3.5 metres above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fastened as described in the Para above.
- 4 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 metres in length while the width between side rails in swung ladder shall in no case be less than 300 mm for ladder upto and including 3.5 metres in length. For longer ladders, this width should be increased by at least 20 mm for each additional meter of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sides of work shall be so stacked or placed as to cause danger for inconvenience to any persons or the public.
The contractor shall provide all necessary fencing and light to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.
- 5 Demolition before any demolition work is commenced and also during the process of the work: -
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- 6 All necessary personal safety equipment as considered adequate by the Engineer in-charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned.
 - a) Workers employed on mixing asphaltic materials, cement and live mortar shall be provided with protective goggles.
 - b) Those engaged in white washing and mixing or attaching of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.

- c) Those engaged in welding works shall be provided with welder's protective eye sight lids.
- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- 6 a) In case the contractors have to ply vehicles for the purpose connected with the contract adjacent to DFCCIL track, DFCCIL will be at liberty to post an experienced staff as flag man for guidance of the movements such vehicles so as to prevent accidents and the contractor will bear wages including all etc. of the staff posted as flag man, for the period of Contract for such periods during which such staff is posted for the purposes. DFCCIL will be sole judge in the absolute discretion, of the fact that it is necessary to post any staff, that which of the staff will be suitable for the purpose, that what should be the wages and other allowance payable by the contractor for staff posted for purpose. DFCCIL will have a right without prejudice to other remedies to deduct the wages etc. of such staff from the bills of the contractor in respect of this contract or from any moneys or the contractor whatsoever available with DFCCIL. The contractor will be liable for any over payments under Workman Compensation Act on account of any injury sustained to DFCCIL employee during that period
- 7 When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- 8 Use of hoisting machines and tackle including their attachment anchorage and supports shall conform the following standards or conditions:-
 - (a) (i) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order. (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
- (e) Every Crane driver or hoisting appliances operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding.
- (f) In case of every hoisting machine and of every cabin ring, shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with in the safe working load.
- In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- (g) In case of departmental machine the safe working load shall be notified by the Electrical Engineer in- charge. As regards contractor's machines, the contractor shall notify safe working load of the machine to the Engineer in-charge whenever he brings any machinery to site of work, get it verified by the Electrical Engineer concerned.
- 9 Motors, gearing transmission electric wiring and of the dangerous part of hoisting appliances should be provided with efficient safe guards, hoisting appliances should be provided with such means will as reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized insulating mats, wearing apparel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are goods conductors of electricity.
- 10 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work
- 11 These safety provisions should be brought to the notice of all concerned display on a notice board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named herein by the contractor
- 12 To ensure effective endorsement of the Rules and Regulations relating to safety precautions, the arrangements made by the contractor shall be opened to inspection by Labour Officer/Engineer in-charge of the department or their representative.
- 13 Notwithstanding the above clauses from (1) to (12) there is nothing in these to exempt the

contract or the operations of any other act of Rule in force in the Republic of India.

3.23 ACCEPTANCE OF TENDER:

- 3.23.1 The Purchaser may accept a tender for a part or whole of quantity offered, reject any tender without assigning any reason and may not accept the lowest or any tender.
- 3.23.2 Acceptance of tender will be communicated by FAX, E-mail or formal acceptance of tender direct to the tenderer or through his authorized agents in case where acceptance is indicated by FAX, E-mail or the formal acceptance of tender will be forwarded to the contractor as soon as possible but FAX, E-mail should be deemed to conclude the contract.

3.24 EFFECT AND VALIDITY OF OFFER:

- 3.24.1 The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against the Purchaser for rejection of his offer. The Purchaser shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the Purchaser.
- 3.24.2 The offer shall be kept valid for acceptance for a minimum period of (180) One Hundred and Eighty calendar days from the date set for opening of Tenders.
- 3.24.3 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the Purchaser to the tenderer. While the offers are under consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means. If necessary, the Purchaser will obtain clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contact, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened.
- 3.24.4 In exceptional circumstances, the Purchaser may solicit the Bidders consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (or by FAX or E-mail). The Bid security provided under clause-6 shall also be suitably extended. A Bidder may refuse the request without forfeiting Bid security. A Bidder granting the request will not be permitted to modify the Bid.

3.25 SPARE PARTS:

- 3.25.1 Where required, the tenderer should quote, apart from main equipment and AMC, separately for the mandatory spares as well as for recommended spares required for five years of operation. The rates for such of the items of those spares should be indicated in FOR destination with complete break up as indicated in the offer form. Purchaser reserves the right to order any or all the spares as quoted for any quantity considered reasonable by him at the prices quoted by the tenderer and on the terms and conditions quoted for the main equipment. The responsibility of the tenderer under the warranty clause will not be diluted in any way on this account. The tenderer should indicate the consumable spares and critical spares in two separate lists.

3.26 TRAINING OF DFCCIL STAFF:

- 3.26.1 Four personnel shall be given training for a period of two weeks in the manufacturing plant and field operation abroad where these machines are already in operation at the cost of the supplier who shall provide facilities for the training. Likely places of training should be indicated in the offer. However, the cost of boarding, lodging and air fare shall be borne by the Purchaser.

- 3.26.2 Adequate training for one month of four personnel of the DFCCIL for each machine should be arranged in India on the bidder's premises or at the site of commissioning of machines, in the operation, repair and maintenance of these machines at no extra cost. This training of the staff to be deployed on the machine, in operation repair and maintenance shall be completed before the commissioning of the machine. However, the cost of boarding and lodging and travel of trainees will be borne by the Purchaser.

3.27 SERVICE ENGINEERS:

- 3.27.1 The tenderer shall provide at his own cost the services of an experienced service engineer for two weeks per machine in India for satisfactory commissioning and operation of the machines.
- 3.27.2 Tenderers shall indicate the details of services which will be rendered for after sale service of the machines.

3.28 LAST DATE OF RECEIPT OF THE TENDERS:

- 3.28.1 The offers complete in all respects should reach the GM/EL/TS, Dedicated Freight Corridor Corporation Of India, Ministry of Railways, New Delhi-110 001, India, not later than 15:00 hrs. on the date specified in the N.I.T (Section – I)
- 3.28.2 The tenders received shall be opened in the presence of such of the tenderers or their representatives, who may like to be present at 15:00 hrs. on the date specified in the 'Schedule of Requirements' and the names of tenderers and the rates tendered by them will be read out.
- 3.28.3 Offers received after due date and time shall not be considered.

3.29 PROVISIONS APPLICABLE FOR MSEs (MICRO & SMALL ENTERPRISES)

- 3.29.1 In pursuance of the Public Procurement policy on MSE (Micro & Small Enterprises) vide notification of Public Sector Enterprise dt.23.03.12(as printed in the Gazette of India notification no.503 dated 26.3.12) following conditions are applicable for eligible MSEs.:
- i) Tender sets shall be provided free of cost to MSEs registered for the tendered item with the agencies mentioned below.
 - ii) MSEs registered with the agencies mentioned below for the item tendered will be exempted from payment of earnest money.
- 3.29.2 MSEs who are interested in availing themselves of the above benefits will enclose with their offer the proof of their being MSE registered for tendered item 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.
- 3.29.3 The MSEs must also indicate the terminal validity date of their registration.
- 3.29.4 Failing 3.29.2 & 3.29.3 above, such offers will not **be liable for consideration** of benefits detailed in MSE notification of Public Sector Enterprise dt. 23.03.12.
- 3.30** Price variation is admissible for indigenous machines and also for partly imported and partly indigenous machines. For partly imported and partly indigenous machines, price variation is admissible only on indigenous portion, if the indigenous portion is more than 20% of the total cost of the machine. The formula for price variation shall be as under

PRICE VARIATION FORMULA

(For indigenous content)

$$P = P_o/100 \{15 + (50 \times A1/A2) + (35 \times B1/B2)\}$$

P = Escalated/De-escalated Price

P_o = Price as per contract

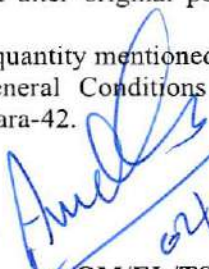
A1 = Wholesale price index number 1.3.20.2 for Railway/DFCCIL Locomotives and Rolling Stock as per table "Wholesale Price Index" (Base: 2011-12=100), presently as Table No. 21 of Reserve Bank of India Bulletin for the third (3) month preceding the month of delivery of the machine (s).

A2 = Wholesale price index number 1.3.20.2 for Railway/DFCCIL Locomotives and Rolling Stock as per table "Wholesale Price Index" (Base: 2011-12=100), presently as Table No. 21 of Reserve Bank of India Bulletin for the third (3) month preceding the month of delivery of the machine (s).

B1 = Consumer Price Index Number for Industrial Workers for capital town of the state where the firm is located and Delhi as per presently Table No. 112/6/2013-CPI for Industrial Workers (Base: 2001=100) published by Govt. of India, Ministry of Labour & Employment, Labour Bureau for the third (3) month preceding the month of delivery of the machine(s).

B2 = Consumer Price Index Number for Industrial Workers for capital town of the state where the firm is located and Delhi as per presently Table No. 112/6/2013-CPI for Industrial Workers (Base: 2001=100) published by Govt. of India, Ministry of Labour & Employment, Labour Bureau for the month preceding the month of delivery of the machine(s).

- Note: 1. The maximum payable escalation shall not exceed 35% of the Contract price.
2. PVC claims will be restricted for that particular quantity of supply, required to be completed in that period as indicated in the delivery period, irrespective of whether the supply has been made subsequently within the overall delivery schedule.
3. The eligibility for asking price variation in terms of indigenous portion of cost being more than 20% will be seen as on the date of tender opening. Any variation in this percentage as result of negotiations will not alter original position in respect of eligibility to ask for the price variation.
4. The purchaser reserves the right to vary the quantity mentioned in the "Schedule of Requirements" as per Indian Railways General Conditions of Contract 2019, Variations in Extent of Contract, Para-41 & Para-42.


GM/EL/TS

Dedicated Freight Corridor Corporation of India Ltd.



SECTION 4

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT will form an integral part of the Tender and contract, which is enclosed along with the tender documents.

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

4.1 DEFINITIONS

Unless excluded by or repugnant to the context:

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



- 4.1.15 "Personnel" means professionals and support staff provided by the Contractor(s)/Tenderer(s) and assigned to perform the Services or any part thereof;
- 4.1.16 "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- 4.1.17 "Proposal" means the Technical Proposal and the Financial Proposal.
- 4.1.18 "RFP" means the Request for Proposal prepared by the Client for the selection of Tenderer(s).
- 4.1.19 "Services" means the work to be performed by the Tenderer(s) pursuant to the Contract.
- 4.1.20 "Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Tenderer(s), and expected results and deliverables of the assignment.
- 4.1.21 "Applicable laws shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, codes, guidelines, notices, directions, judgments, decrees or other requirements or official directives and/or of any statutory authority in the Republic of India."
- 4.1.22 "Excepted Risks" are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- 4.1.23 "GCC" mean the General Conditions of Contract.
- 4.1.24 "Letter of Acceptance" means the formal acceptance letter from the DFCCIL of the Tender.
- 4.1.25 "Local currency" means the currency of Government of India.
- 4.1.26 Operation of post will be on actual requirement basis.
- 4.1.27 "DFC" mean DFCCIL Corporate Office.
- 4.1.28 "Purchaser/Buyer/Employer" means DFCCIL.
- 4.1.29 "Consignee" means DFCCIL employee responsible for upkeep and maintenance of the same UTV Machine.

4.2 GENERAL INFORMATION

- 4.2.1 The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain firsthand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.
- 4.2.2 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Tenderer(s).
- 4.2.3 Tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderer(s).
- 4.2.4 The Client requires that Tenderer(s) provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 4.2.5 A Tenderer(s) (including its Personnel and Sub-Tenderer(s) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Tenderer(s) to be executed for the same or for another Client.
- 4.2.6 It is the DFCC's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance

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of this policy, the DFCC:

a) Defines, for the purpose of this paragraph, the terms set forth below as follows:

- 1) "**corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- 2) "**fraudulent practice**" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- 3) "**collusive practices**" means a scheme or arrangement between two or more Tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
- 4) "**Coercive practices**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

b) Will reject a proposal for award if it determines that the Tenderer(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

4.2.7 Tenderer(s), their Sub-Tenderer(s), and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Tenderer(s) shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

4.3 **COMMUNICATION AND LANGUAGE OF CONTRACT**

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

4.4 **INTERPRETATION**

In the contract, except where the context requires otherwise:

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

4.5 **LANGUAGE OF CONTRACT**

4.5.1 The Contract has been executed in English language, which shall be the controlling language for all matters relating to meaning or interpretation of this Contract.

4.6 **ENTIRE AGREEMENT**



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

4.7 MODIFICATIONS

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

4.8 CARE IN SUBMISSION OF TENDERS

Before submitting a tender, the Tenderer(s) will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions of the General/ Special Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

4.9 RIGHTS OF THE DFCCIL TO DEAL WITH TENDER

- 4.9.1 The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no Tenderer(s) shall demand neither any explanation for the cause of rejection of his /their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.

4.10 OMISSIONS & DISCREPANCIES

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

4.11 PARTNERSHIP DEED

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

4.12 PERFORMANCE GUARANTEE (P.G)

- 4.12.1 On acceptance of tender the successful Tenderer(s) shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or Scheduled bank in favour of '**Dedicated Freight Corridor Corporation of India Ltd.**', payable at New Delhi. The Performance Guarantee shall be submitted 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 percent per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA.

- 4.12.2 This guarantee shall be initially valid up to the stipulated date of completion of work plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 4.12.3 The Performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.
- 4.12.4 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. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- 4.12.5 The DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:
- a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the DFCCIL may claim the full amount of the Performance Guarantee.
 - b) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by DFCCIL.
 - c) The contract being determined or rescinded under provision of the Contract Agreement, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

4.13 SECURITY DEPOSIT

- 4.13.1 The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, will 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 5% of the total value of the contract.
- 4.13.2 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 including Tender security i.e. EMD.
 - 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 shall be accepted towards Security Deposit.
- 4.13.3 Security deposit @ 10% of running bill shall be deducted to safeguard against the failure of the contract. After successful completion of contract, the security deposit will be refunded.
- 4.13.4 No interest will be payable upon the Earnest Money and Security Deposit or amounts

payable to the Contractor under the Contract.

- 4.13.5 This contract will be governed by relevant clauses of the General Conditions of Contract issued and updated by DFCCIL from time to time to the extent applicable for this work and not covered in present special terms and condition.

4.14 TENDERER(S)'S CREDENTIAL

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

1	<p>The Tenderer(s) should have physically completed one single similar nature of work at the time of opening of tender in the last Three financial years (i.e current year and three previous financial years). The Similar nature of work in this tender means</p> <p>a) Supply and Commissioning of Bi Directional Self Propelled UTV (as per technical specifications) to Government organization/ Public sector unit/ Autonomous Body.</p> <p>b) Operating AMC of Bi Directional Self Propelled UTV (as per technical specifications) with Government organization/ Public sector unit/ Autonomous Body.</p>	<p>At least one single similar nature of work for a minimum value of 35% of advertised tender value of work for both (a) and (b) individually. The work should be physically completed on or before the date of opening of tender in support of which, the attested certificate from Employer/Client has to be submitted.</p>
2	<p>The Tenderer(s) should have received a total contractual amount during the last three financial years and in the current financial year.</p>	<p>Should be a minimum of 150 % of advertised tender value of work. In support of which, the attested Certificate from Employer/Client, TDS certificate/Audited Balance Sheet duly certified by Chartered Accountant etc. to be submitted with the tender.</p>
3	<p>a) Registration for GST, PAN number.</p> <p>b) Affidavit that the firm has not been blacklisted for business by any government department/PSU and that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance.</p>	<p>a) Valid Registration certificates and documents are to be enclosed. Tender document received without valid document/certificate/ enclosures will be summarily rejected.</p> <p>b) Affidavit as per Performa is to be enclosed. Performa of Affidavit is given in Annexure-V of the bid document. Tender document received without valid document/ Affidavit will be summarily rejected.</p>

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

- 4.14.3 In reference to item 1 of Para 4.14.1 of the tender document, the Tenderer(s) will produce/attach the certificate of Work completion with the Tender Document as per Para 4.14.6 and such certificate should clearly brought out following details:-

- Name of Agency issuing a certificate.
- Date of issue of certificate.
- The name of Work.
- The Acceptance letter no.
- 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) The Amount of Work done as per Agreement (in Rupees).
- 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.

4.14.4 In case the Tenderer(s) do not submit any proof for meeting with the eligibility criteria as laid down above in the Tender notice & Tender conditions, along with the tender, the offer shall be considered as in-complete.

4.14.5 All documents submitted (online) with the tender should be duly attested.

4.14.6 Certificates from Private individuals for whom such works are executed/being executed will not be accepted. The 'Organizations' other than 'Private Individuals' from whom certificates can be considered for evaluation for eligibility criteria, are as follows.

- a) Government Department/Public sector units/ Autonomous Bodies.

4.15 AGREEMENT

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

4.16 CHANGE IN ADDRESS

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

4.17 OBLIGATION OF DECCIL

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

4.18 FORCE MAJEURE

4.18.1 The Obligations of DFCCIL and the UTV Machine Supplier shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure and in such situation the contract can also be terminated on mutual consent.

4.19 INDEMNITY

4.19.1 The UTV Machine Supplier shall indemnify and hold harmless to DFCCIL and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the UTV Machine Supplier or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or outside the premises including but not limited to any and all claims.

4.20 This contract will be governed by relevant clauses of the General Conditions of Contract



issued and updated by DFCCIL from time to time to the extent applicable for this work and not covered in present special terms and condition

4.21 OTHER TERMS AND CONDITIONS

- 4.21.1 Contract shall be deemed to have commenced as on from date of issuance of letter of intent and shall be in force for an initial period of five years extendable for further time period as decided by written mutual consent on existing terms and conditions or new terms and condition to be decided at the time of such extension.
- 4.21.2 Not with standing anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 30 days written notice in case of breach any of the contractual conditions if deem fit.
- 4.21.3 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior there to.
- 4.21.4 In performing the terms and conditions of the contract, the UTV Machine Supplier shall at all Times act as an Independent UTV Machine Supplier. The contract does not in any way create a relationship of principal and agent between DFCCIL and the UTV Machine Supplier. The UTV Machine Supplier shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The UTV Machine Supplier shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

4.22 LAWS AND REGULATIONS

- 4.22.1 **Governing Law:** This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws as defined in clause 4.1.21 above and by-laws of India.
- 4.22.2 **Resolving the disputes:** In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the DFCCIL, shall be the final and binding.

4.23 INCOME TAX

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

4.24 GST

- 4.24.1 GST as applicable on gross value of each running account bill/Final bill in this contract will be paid by Contractor as per prevailing law and shall be reimbursed by DFCCIL after the contractor submits the documentary proof of having deposited the same. Any modification in GST provision in future by Government will be binding on the contractor with immediate effect.

4.25 PERMITS, FEES, TAXES & ROYALTIES

- 4.25.1 Unless otherwise provided in the contract documents, the contractor shall secure and pay

for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes Govt except GST. The GST liability on the Contractor will be governed by clause 4.24 of the tender document. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees unless otherwise specified in the tender. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

4.26 STATUTORY INCREASE IN DUTIES, TAXES ETC

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

4.27 DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT CONDITIONS LEADING TO DETERMINATION OF CONTRACT

4.27.1 If the Firm/Contractor

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

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

4.28 DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT

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

4.29 LABOUR RULES

4.29.1 The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central Government as applicable. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare, EPF, ESI, Bonus and Gratuity etc to employees/labour. The Contractor will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to face the further consequences.

The Contractor shall have to follow all rules and regulation pertaining to payment of Minimum Wages Act as notified by Central/State Government applicable for project sites. The Contractor shall also be responsible for observance of labour regulation in respect of labour welfare PF & ESI.

4.30 COMPLIANCE OF VARIOUS ACTS

4.30.1 The contractor shall ensure strict compliance of Payment of Wages Act 1936, Employment of Children Act 1938, Untouchability (Offences) Act 1955, Workmen's Compensation Act 1923, Relevant Central / State Labour Laws, Employees State Insurance Act 1948, Labour acts and Employees Provident Fund Act 1952 along with any Statutory Modifications there for rules clarifications or otherwise and all the provisions as amended from time to time and DFCCIL shall stand indemnified from and against any claims/penalty under the afore said act. The Tenderer/Supplier shall ensure compliance with all relevant Central/State laws and rules as applicable such as Labour Laws and Insurance laws etc with regard to the contract and shall be solely responsible for the same and shall keep the DFCCIL fully indemnified against the liability of any Taxes, interest, penalty etc if any arising out of any connection with the contract.

4.31 CHILD LABOUR (PROHIBITION AND REGULATION) ACT- 1986

4.31.1 The employment of any person less than eighteen years (18 years) of age shall be prohibited. The contractor shall be responsible for confirming to the provisions of the act and DFCCIL shall stand indemnified from and against any claims/penalty under the aforesaid act.

4.32 SETTLEMENT OF DISPUTES

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

- 4.32.2 Mutual Settlement : All such disputes or differences shall in the first place be referred by the UTV Machine Supplier to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

4.33 CONCILIATION / ARBITRATION

- 4.33.1 It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties such disputes through mutual settlement.
- 4.33.2 If the UTV Machine Supplier not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the UTV Machine Supplier may refer to the Director of DFCCIL in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claims of DFCCIL shall be referred to Conciliator or Arbitrator as the case maybe and other matters shall not be included in the reference.
- 4.33.3 Arbitrator/Conciliators shall be chosen from the panel of Arbitrators/Conciliators maintained by DFCCIL which is available on DFCCIL website and updated from time to time. The UTV Machine Supplier shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Director of DFCCIL will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the UTV Machine Supplier.
- 4.33.4 In case, the UTV Machine Supplier opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the UTV Machine Supplier may refer to the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 4.33.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 4.33.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 4.33.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 4.33.8 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the UTV Machine Supplier.

4.34 AWARD TO BE BINDING ON ALL PARTIES

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

4.35 SUBSTITUTE ARBITRATORS

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

4.36 INTEREST ON AWARDED AMOUNT

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

4.37 SETTLEMENT THROUGH COURT

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

4.38 EXCEPTION

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

4.39 JURISDICTION OF COURTS

- 4.39.1 The DFCCIL and Tenderer/Supplier shall hereby submit to the jurisdiction of the courts situated at New Delhi for the purpose of actions and proceedings arising out of the contract and the courts at Delhi shall have the sole and exclusive jurisdiction to hear and decide such actions and proceedings.

4.40 MSME

- 4.40.1 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.

4.41 LIQUIDATED DAMAGES:

In the event of the contractor's failure to have stores ready for delivery by the time or times respectively specified in the letter of acceptance or contract, the Purchaser may withhold any payment until the whole of the stores have been fully supplied and delivered and may deduct or recover from the contractor as liquidated damages (and not by way of penalty) a sum at the rate of 2 percent (two percent) of the value of any stores which the contractor has failed to deliver as aforesaid for each and every month (part of a month being treated as a full month) during which the stores may not be ready for delivery, subject to limit of 10% of the contract value. Provided, however, that if the delay shall have arisen from any cause which the Purchaser may admit as reasonable ground for further time, the Purchaser may at his discretion allow such additional time as he may consider to have been required by the circumstances of the case, and shall forgo the whole or such part, as he may consider reasonable of his claim for such loss or damage as aforesaid.

4.42 SEVERABILITY CLAUSE:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

SECTION 5

SPECIAL CONDITIONS OF CONTRACT AND TECHNICAL SPECIFICATIONS

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SPECIAL CONDITIONS OF CONTRACT

The following special conditions shall apply to contracts for the supply of plant and machinery and manufactured equipment. But where they differ from the General Conditions, the Special Conditions shall over-ride the General Conditions.

1.0 DEFINITIONS:

- 1.1 a) The term "Work" means all the work specified or set forth and required in and by the said specifications, drawings and "Schedule of Requirements", hereto annexed or to be implied there from or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specification(s), drawing(s), and "Schedule of Requirements" and also in such additional instructions and drawings not being in conformity as aforesaid, shall from time to time, during the progress of the work hereby contracted for as are supplied by the Purchaser).
- b) The term "Test" shall mean such test or tests are prescribed by the specification(s) to be made by the Purchaser, or his nominee, during inspection and at the time of commissioning after erection at site, before the machine is taken over by the Purchaser.

2.0 PERFORMANCE OF WORK:

- 2.1 The work shall be performed at the place or places specified in the tender or at such other place or places as may be approved by the Purchaser (anywhere in India).

3.0 SPECIFICATIONS:

- 3.1 If the contractor shall have any doubt as to the meaning of any portion of the conditions of the specifications, drawings or plans, he shall (before submitting the tender) set forth the particulars thereof and submit them to the Purchaser in writing, in order that any such doubt may be removed.

4.0 MISTAKES IN DRAWINGS:

- 4.1 The contractor shall be responsible for and shall pay for any alterations of the works due to any discrepancies, errors or omissions in the drawings or other particulars, whether they have been approved by the Purchaser or not, provided that such discrepancies, errors or omissions are not due to inaccurate information or particulars furnished to the contractor on behalf of the Purchaser. If any dimensions figured upon a drawing or plan differ from those obtained by the scaling the drawing or plan the dimensions as figured upon the drawing or plan shall be taken as correct.

5.0 VARIATIONS:

- 5.1 No Alterations, amendments, omissions, additions, suspensions, or variations of the work (hereinafter referred to as "Variations") under the contract as shown by the drawing or the specifications shall be made by the Contractor except as directed in writing by the Inspector, but the Inspector shall have full power, subject to the proviso hereinafter contained from time to time, during the execution of the contract, by notice in writing to instruct the contractor to make such variation without prejudice to the contract, and the contractor shall carryout such variations and be bound by the same conditions, so far as applicable, as though the said variation occurred in the specifications.

If any suggested variation would, in the opinion of the contractor, if carried out, prevent him from

fulfilling any of his obligations or guarantees under the contract, he shall notify the Inspector thereof in writing and the Inspector shall decide forthwith, whether or not they shall be carried out. If the Inspector confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may, in the opinion of the Inspector, be justified. The difference of cost, if any, occasioned by such variations shall be added to or deducted from the contract price as the case may require. The amount of such difference, if any, shall be ascertained as determined in accordance with the rates specified in the schedule of prices, so far as the same may be applicable and where the rates are not contained in the said schedules or not applicable, they shall be settled by the Purchaser and Contractor jointly. But the Purchaser shall not become liable for the payment of any such variations, unless the instructions for the variation have been given in writing by the Inspector.

- 5.2 In the event of the Inspector requiring any variations, such reasonable and proper notice shall be given to the Contractor, as will enable him to make his arrangements accordingly, and in cases where goods or materials are already prepared, or any designs, drawings, or patterns made or work done is required to be altered, a reasonable sum in respect thereof shall be allowed by the Purchaser, provided that no such variations shall, except with the consent in writing of the Contractor, be such as will involve an increase or decrease in the total price payable, under the contract by more than 10 percent thereof.
- 5.3 In any case, in which the Contractor has received instructions from the Inspector for carrying out the work which either then or later, will in the opinion of the contractor, involve a claim for additional payment, the Contractor shall, as soon as reasonably possible, after receipt of the instruction aforesaid, advise the Inspector to that effect.
- 5.4 **For Variation in Quantities in Schedule items, this contract shall be governed by Indian Railways General Conditions of Contract 2020, Variations in extent of Contract , Para 41 and 42.**

6.0 OBLIGATION TO CARRY OUT INSPECTOR'S INSTRUCTIONS:

- 6.1 The Contractor shall also satisfy the Inspector that adequate provision has been made:-
- i) to carry out his instructions fully and with promptitude.
 - ii) to ensure that parts required to be inspected before use are not used before inspections; and
 - iii) to prevent rejected parts being used in error. Where, parts rejected by the Inspector have been rectified or altered, such parts shall be segregated for separate inspection and approval before being used in the work.

7.0 RESPONSIBILITY FOR COMPLETENESS:

- 7.1 Any fittings or accessories which may not be specifically mentioned in the specifications but which are usual or necessary, are to be provided by the Contractor without extra charges, and the equipment must be complete in all details.
- 7.2 In all cases where the contract provides for tests on site, the Purchaser, except where otherwise specified, shall provide, free of charge, such labour, materials, fuels, stores, apparatus and instruments as may be requisite from time to time and as may reasonably be demanded; efficiently to carry out such tests of the plants, materials or workmanship etc. in accordance with the contract.
- 7.3 In the case of contracts requiring electricity for the completion of the works and for test on site, such electricity, when available, shall be supplied free to the Contractor at the voltage of the ordinary supply. Unless otherwise specified, the Purchaser will supply free of charge to the Contractor: -
- a) Unskilled labour:
 - b) Consumable stores including fuel and lubricating oils required during commissioning and testing

- of the machine at site/premises of the purchaser.
- c) the Contractor shall provide:-
 - i) Skilled labour and
 - ii) Tools and any other equipment which may be necessary.

8.0 SHIPMENT OF STORES BEYOND THE STIPULATED DELIVERY PERIOD FOR FOB CONTRACT:

- 8.1 In the event of the contractor failing to ship the stores duly inspected and passed within the stipulated delivery, the Purchaser is entitled to cancel the contract in respect of the same at the risk and cost of the contractor or invoke the clauses providing other remedies such as liquidated damages as provided in the contract. However, if he so chooses, the Purchaser may grant an extension of the delivery period subject to:
- a) The Purchaser recovering from the contractor liquidated damages as stipulated in the conditions of contract for the stores, which the contractor has failed to ship within the period fixed for delivery after the inspection and a passing of the stores.
 - b) The Purchaser retains the right to recover any extra expenditure which might have been incurred by the Purchaser on account of the increase in Custom Duty and Freight Charges directly relatable to the delay in shipping of the stores.
 - c) Any additional expenditure incurred by the Purchaser on Custom Duty, Freight Charges and also extra cost which may arise on account of variation in exchange rate during the extended delivery schedule shall be borne by the Contractor.
- 8.2 The contractor shall not dispatch the stores till such time an extension in terms of the above is granted by the Purchaser. If the stores are dispatched by the contractor before an extension letter as aforesaid is issued by the Purchaser, the supply of the stores shall be deemed to be subject to conditions set above.

9.0 WARRANTY:

- 9.1 The contractor shall warrant that everything to be furnished hereunder shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications and samples if any, and shall if operatable, operate properly. This warranty shall survive inspection of payment for and acceptance of the goods, but shall expire 24 (twenty four) months from the date of commissioning and proving test of equipment at ultimate destination in India or meeting the warranty performance criteria stipulated in technical specification, if any whichever shall be later, except in respect of complaints, defects and/or claims notified to the contractor within 3 (three) months of expiry of such date. Any approval of acceptance by Purchaser of the stores or of the material incorporated herein shall not in any way limit the contractor's liability.
- 9.2 The contractor's liability in respect of any complainants defects and/or claims shall be limited to the furnishing and installation of replacement parts free of any charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or material or design in the manufacture of the stores, provided that the defects are brought to the notice of contractor within 3 (three) months of their being first discovered during the guarantee period or 3 (three) months from the date of expiry of warranty period or at the opinion of the Purchaser, to the payment of the value, expenditure and damages as herewith mentioned.
- 9.3 The contractor shall, if required, replace or repair the goods or such portion thereof as is rejected by the Purchaser free of cost at the ultimate destination or at the option of the Purchaser, the

contractor shall pay to the Purchaser value thereof at the contract price or in the absence of such price at price decided by the Purchaser and such other expenditure and damages as may arise by reason of the breach of the conditions herein specified.

- 9.4 All replacement and repairs that Purchaser shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within 2 (two) months, promptly and satisfactorily.
- 9.5 Prompt clearance of the warranty replacement on arrival at Port/Airport shall be the responsibility of the contractor or his representatives after payment of Custom and other duties as applicable.
- 9.6 If the contractor so desires, the replaced parts can be taken over by him or his representative in India for disposal as he deems fit at the time of replacement of goods/parts. No claim whatsoever shall lie on the Purchaser for the replaced parts thereafter.
- 9.7 The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser, or on his behalf in any way without the consent of the contractor, so as to effect the strength, performance or reliability or to any defects to any part due to misuse, negligence or accident.
- 9.8 The decision of the Purchaser in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive subject to the right of either party to seek arbitration as provided for under clause-27 of General Conditions of Contract.
- 9.9 Contractor shall indemnify the Purchaser against all losses incurred by the Purchaser due to contractors default on the obligations stipulated in the Warranty clause. Contractor shall furnish a Bank Guarantee in the proforma attached from a scheduled Bank in India for an amount equivalent to total amount of Schedule-I and Schedule 2 (total Value of the Contract), as stipulated in payment terms of this contract. The Warranty Guaranty Bond shall be valid till for a minimum period of three months beyond the expiry of the warranty period provided that before the expiry of the date of validity of the Warranty Guaranty Bond, the contractor on being called upon by the Purchaser from time to time shall obtain from the Guarantor Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Purchaser at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion.
- 9.10 This Warranty Guaranty Bond and/or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so. The Warranty Guarantee Bonds executed in India shall also be got endorsed by the Collector under Section 32 of the Indian Stamp Act, 1989 for adequacy of the Stamp Duty by the contractor.
- 9.11 The Warranty Guarantee Bond will be returned to successful supplier within 60 days following completion of contractors warranty obligation under the contract.

10.0 DELIVERY SCHEDULE :

- 10.1 The contractor shall supply stores in accordance with the delivery schedule indicated in the Schedule of Requirements annexed. Tenderers offering deliveries beyond the cut off period are liable to be considered unresponsive. Cut off period shall be 6 (six) months after the last date of delivery of all the machines as prescribed in the schedule of requirements. For those who offer deliveries beyond the indicated delivery schedule a penalty worked out at 2% of the Bid Price per month for the delayed period may be added to their price for the purpose of comparison of their bids, part of a month being taken as one month.

- 10.2 In case of failure on the part of supplier to arrange supplies as per the delivery

schedule/installments fixed in advance, save force majeure conditions or delays attributable to purchaser, the Purchaser reserves the right to levy Liquidated Damages which shall be levied for delayed quantity which have remained unsupplied for the period.

11.0 COMMISSIONING OF MACHINE:

Tenderer will arrange to commission the machine within 90 days of its arrival at the ultimate consignee premises and will also arrange for tests to be conducted according to the contract as required by the purchaser or his nominee. In case of delay in commissioning of the machine beyond the stipulated time period of 90 days Liquidated Damages, as provided in Clause 17.0, 17-A and 17-B of Indian Railway GCC (General Conditions of Contract-2020) may be levied for the period of delay.

12.0 TRAINING OF DFCCIL PERSONNEL/STAFF:

The tenderer shall impart training to DFCCIL staff as per Clause 3.26 of Section-3 (Information and Instructions to the Tenderer).

13.0 PAYMENT TERMS:

Payment Terms shall be as specified in Clause 3.16 of Section 3 (Information and Instructions to the Tenderer).

14.0 LIQUIDATED DAMAGES / PENALTY:

a) L.D/Penalty related with supply and commissioning of the UTV machines shall be as per clause 4.41 of General Conditions of Contract (G.C.C) and Clause 10.1, 10.2 and 11.0 of Special Conditions of Contract as mentioned above.

b) L.D/Penalty related with Annual Maintenance Contract (AMC) shall be as per Clause 28.0 sub clause 4 of Technical Specifications (Section- 5).

15.0 PERFORMANCE GUARANTEE AND SECURITY DEPOSIT:

Performance Guarantee shall be as per Clause 4.12 of General Conditions of Contract (Section-4) and Security Deposit shall be as per Clause 4.13 of General Conditions of Contract (Section-4).



**DEDICATED FREIGHT CORRIDOR CORPORATION OF
INDIA LIMITED**

TENDER DOCUMENT

**Section 5 (Contd.) - TECHNICAL
SPECIFICATION**

OSM

**TECHNICAL SPECIFICATIONS
FOR UTILITY VEHICLE
(4-WHEELER)**

GENERAL

- 1.1 In an OHE breakdown during restoration work mast emergency mast, SPS portal, Aux. Transformer OHE wire drums etc. are re required to be lifted and placed at various locations. A Bi Directional self-propelled machine with a crane facility is required to carry out this job. It would be desirable that the equipment is self-propelled and capable of pulling one fully loaded wagon with gross load of 90 MT (air braked) attached to it to pick up materials like OHE mast, contact/catenary wire drums SPS items, rails and sleepers with the help of a crane. This specification has been framed to reflect the technical performance and quality requirements of the machine, hereinafter called UTILITY VEHICLE (UTV) Machine.
- 1.2 The technical specifications have been drafted to reflect the performance and quality requirements of the UTV in a neutral manner without bias to any specific manufacturer. Bidders are requested to carefully study the specifications and assure that their equipment full comply with these specifications. Thereafter, if a bidder feels that his machine can substantially meet the performance and quality requirements of the machine but does not fully satisfy a particular specification, he should mention the deviations if any, in the statement of deviation from the specifications, giving the details how the functional requirements are going to be met with.
- 1.3 The bidder shall specify the model offered and furnish a detailed Technical Description of the same. System/sub-systems of the working mechanisms of the machine as per para 3.0 in particular and all the items of the specifications in general shall be described in detail in the "Technical Description", along with the sketches to show the manner in which the requirements of the specifications are accomplished by the UTV (model) offered.
- 1.4 Photographs of the type of the UTV offered and technical literature shall be enclosed with the offer. The photographs shall also show close-ups of various working assemblies/systems and the full UTV. The tenderer shall also furnish compact disc or DVD or USB showing the working of UTV in real time under field conditions. Tenderer shall also submit the names of countries & Railways where the offered machines are working and where their working at site can be visited by DFCCIL officials.

2.0 DIMENSIONAL AND OPERATING REQUIREMENTS

- 2.1 The diesel-powered UTV shall be robust, reliable and suitable for working on the Indian Railways/DFCCIL Broad Gauge (1676 mm gauge). It is to be of 2-axle type with both the axles powered. Quality assurance during manufacturing of the UTV shall be according to ISO- 9001. The welding standard followed for manufacturing of machine should be to ISO: 3834, EN: 15085 or any other equivalent standard for welding railway vehicles and components. The manufacturer should specify the standard followed and certify that it meets the welding standard mentioned above. The UTV shall be suitable for working on straight, transition and curved track (up to 10degree) on Indian Railways.
- 2.2 The profile of the UTV longitudinally and in cross section during transfer as Bi Directional self-propelled vehicle shall be within the Indian Railways Schedule of Dimensions-1676mm gauge (BG), revised, 2004 with latest corrigendum and up to date correction slips issued. The maximum moving dimensions are shown in Annexure-I(tech. specs). The tenderer shall provide sketches of the UTV, both in plan and elevation and shall give calculations for moving dimensions on 10o curve to show the extent of lateral shift at the ends, center and any other relevant cross section to prove that the UTV does not cause any infringement while moving on a 10o curve at any cross-section.

ONE

- 2.3 In the past Indian Railways (IR) have condoned certain infringements to the Indian Railways Schedule of Dimensions –1676 mm gauge (BG), revised, 2004 of such dimensions as Rigid wheel Base, Length of stocks, Distance apart of bogie centers and maximum height of floor above Rail level in certain track machines after due consideration of their design features vis-à-vis safety and operation requirements of IR. However, condonation of an infringement in another track machine in the past does not by itself entitle the manufacturer to assume acceptance of the same in other track machines by IR. Where an infringement to Indian Railways Standard BG schedule of Dimensions (metric)-2004 print is considered necessary by the manufacturer as intrinsic to the design of the machine for meeting the work performance requirements laid down in this specification while meeting the safety and operational requirements of IR, the condonation of the same may be permitted by IR. However, only those infringements which are acceptable shall be permitted.
- 2.4 Adequate clearance shall be allowed so that no component/part infringes the minimum vertical clearance of 102 mm from rail level while travelling.
- 2.5 The axle load of UTV shall be less than 20.32t. with minimum axle spacing of 1.83m. Load per meter shall not exceed 7.67 t. Axle loads upto 22.82t and lower axle spacing may be permitted provided the load combinations do not cause excessive stresses in the track and bridges of IR. Stresses in the track and bridges shall be calculated by IR/RDSO based on design data submitted by the firm as per Annexure-II(tech. specs) and decision of IR/RDSO shall be final in this regards.
- 2.6 The floor height of the open platform shall be within minimum 1145 mm (loaded) to maximum 1345 mm (unloaded).
- 2.7 It shall have a minimum wheel diameter of 914 mm (new wheel profile). However, lesser diameter upto 730 mm (new wheel profile) can also be considered provided it meets the condition laid down in Clause 2.4 at its condemnation limit and rail wheel contact stresses for 72 UTS rails are within permissible limits. Forged wheels to Indian Railways/DFCCIL profile shall be provided on the machine. It is desirable that 50mm margin between new and permitted worn wheel diameter should be available, but this should not be less than 20mm. The worn out wheel diameter(condemning worn out diameter) based on the criteria of rail wheel contact stresses for various maximum axle loads are as under:

Maximum Axle load (tonne)	Minimum worn out wheel diameter (mm)
22.82	908.00
22.00	928.00
21.50	860.00
21.00	841.00
20.32	816.00
20.00	805.00
19.50	792.00
19.00	768.00
18.50	750.00
18.00	732.00
17.50	713.00

Permitted worn out wheel diameter should be specified by the manufacturer. The diameter of wheel for assessment of permitted axle load will be the worn out wheel diameter. The new wheel profile in the machine shall be as per Indian Railway standard drawing attached as Annexure-III(Tech. Specs) which is titled as "WORN WHEEL PROFILE"

- 2.9. Wheels shall be conforming to Indian Railway Standard R-19/93 or European Standard EN13262 or any other equivalent standard (for product requirement) and design shall duly conform to European Standard EN 13979 or other equivalent standard. The supplier shall mention the standard followed & shall submit detailed design calculation along with material parameters at the time of supply of the

CSK

machine.

- 2.10.** The powered axles shall be conforming to Indian Railway Standard R-43/92 or European Standard EN 13261(EA4T) or any other equivalent standard (for product requirement). The design shall conform to EN: 13104 or any other equivalent standard. The supplier shall mention the standard followed & submit detailed design calculation along with material parameters at the time of supply of the machine.
- 2.11** It shall be capable of negotiating curves up to 10o curvature (176 m radius), super elevation up to 185 mm and gradients up to 3% in travel mode. The supplier shall specify the minimum attainable speed by the machine (without trailing load) under the above limiting conditions, which in any case should not be less than 40 Kmph.
- 2.12** It shall be capable of continuous operation during the varying atmospheric and climatic conditions occurring throughout the year in India. The range of climatic conditions is as follows:
- | | |
|---------------------------|--|
| Ambient temperature | : -50 C to - 55°C |
| Altitude | : Sea level to 1750 m above mean sea level |
| Humidity | : 40% to 100% |
| Maximum rail temperature: | : 70oC |

All the system components on the machine, which are vulnerable to moisture ingress and adversely affected during rains, should be covered by roof or suitable arrangement so that the machine is able to work continuously even during rains.

- 2.13** It shall be capable of hauling one or more empty /loaded wagon or 8 wheeler coach (trailing load of 90 M.T) at a speed not less than 50 kmph. It should be able to negotiate steepest gradient of 1 in 33 prevailing on Indian Railways/DFCCIL with this trailing load. During transfer from one station to another (Bi Directional self-propelled travel mode without trailing load), it shall be capable of travelling on its own speed at 80 kmph. It should be capable of being hauled in train formation as last vehicle at a speed not less than 80 kmph. During towing of the machine (UTV) simple neutral position of gears should be sufficient, no opening of cordon shaft etc should be required.
- 2.14** It shall be capable of working without requiring power block in electrified sections. On DFCCIL, 25 KV AC power supply is used for traction through an overhead wire at 5.5 m above rail level. On bridges and tunnels, the height is restricted to 4.8 m.
- 2.15** While working on double/multiple line sections, it shall not infringe the adjoining track and it shall be possible to permit trains at full speed on that track. Minimum spacing of track is 4265 mm. The UTV or its any part shall not infringe adjoining track as per Indian railways Schedule of Dimensions 1676mm gauge (BG), revised-2004 with the latest corrigendum and up to date correction slips issued, during travelling or its operation including opening and closing of the work. It shall be possible to drive the UTV in both directions at the same speed.

3.0 **DESCRIPTION:**

- 3.1** The UTV shall be self-propelled, bi-directional, 2-axle, fully rail borne vehicle for placing of OHE related material like mast, SPS, A.T. Portal parts etc. at various locations in the section, and for transportation of men, material and equipment.
- 3.2** There should be a loading platform on the UTV machine itself so that it is possible to carry at least two numbers of OHE masts and two number of 10 KVA Aux. transformers or a drum of contact/catenary wire on the loading platform of the UTV machine itself. Weights, dimension of above mentioned TRD items to be normally uploaded on UTV platform and attached wagons are given in Annexure IVA & IVB (Tech. Specs.) respectively. This requirement is important as in some cases UTV may be required to move in the block section alone, without any attached wagon, in that

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case it shall be possible to carry necessary equipment's and materials loaded on the UTV machine itself. The crane fixed on the machine (UTV) should be capable of efficiently handling the equipment's and materials thus loaded on UTV.

- 3.3 The loading platform should be provided all-around with a sidewall/Railing of about 45 to 60 centimeters height to protect the men and materials from falling.
- 3.4 The UTV shall be provided with adequate space on loading platform with proper lock and key arrangement for keeping the tools, equipment's and spares required for on-site repair of the machine and other working requirements.

4.0 CRANE

- 4.1 The UTV shall have a fixed crane mounted on it. The crane shall be capable of lifting 3.0 t load over front at such a minimum radius so as the lifting hook to be 7.5 Mts. away from the end buffer of UTV on one side (non-cabin side).
- 4.2 The crane operation should be such that there is no infringement to over head electric equipment during crane maneuvering/extension/shortening and there is no infringement to the Indian Railways Schedule of Dimensions-1676mm gauge(BG), revised, 2004 with latest corrigendum and up to date correction slips issued, on the adjacent track at 4265 mm track centers. In case there is a possibility of boom getting lifted to infringe the overhead electric equipment, suitable safety device, to prevent such an eventuality, should be provided.
- 4.3 The crane should be capable of loading and unloading P.Way materials viz. Rails, switches concrete sleepers from ground to the attached wagon and vice-versa. Suitable attachments for rail handling shall be provided along with the crane. Details of the same shall be submitted by the tenderer.
- 4.4 The tenderer shall submit the lifting capacities at various radii. The crane should be capable of loading / unloading TRD materials lying along the track on either side viz. mast, SPS, A.T. Portal parts etc. at various locations in the section (the sizes & weight of some of the materials are given in Annexure-IVA & IVB), from ground and 1.2m below rail level to UTV and attached flat wagon and vice-versa. Suitable attachments like loading platform, lifting tackles / lifting clamps for handling the heavy materials shall be provided along with crane. The tenderer shall submit the details of the same. Slings required for picking up rails, switches, sleepers or crossings shall also be supplied as part of the crane. Necessary make-up blocks (if required) shall be supplied by manufacturer/supplier for steady transfer of load during operation of the crane.
- 4.5 There should be a proper seat on the loading platform for seating of the crane operator. The crane operator's seat should be ergonomically designed in such a manner that operation of all levers of crane is comfortably possible in seated condition. A good quality, light weight foldable/detachable shelter/cover shall be provided over crane operator's seat to protect him from rains and sun. In addition to crane operator's seat, there should be provision of providing collapsible/detachable good quality durable sitting arrangement for 4 persons. The seat should be suitably positioned on the platform so that it doesn't infringe crane working/maintenance operation and visibility of operator during movement in opposite direction.
- 4.6 The crane and equipment operation should be such that one Wagon load (50 Nos. OHE masts of 9.5/12 mts. Length) are loaded in the attached flat wagon in not more than 90 minutes (1.5 hrs.) of networking time with OHE masts lying along the track on either side. No infringement to the adjacent track should occur either by crane or rails during the operation.
- 4.7 It should be possible to start the loading/unloading operation at site within five minutes of arrival. No outriggers should be required to be extended/ fixed during the normal crane operation (say upto 7 tonne-meter). In the case of handling of heavier loads use of outriggers may be required. Supply of



necessary out riggers (Hydraulically operated) duly fixed on the proper location on the UTV machine with proper design calculations shall be ensured. The out riggers should be fitted with hydraulic lock to sustain the ram in the event of hydraulic failure so that automatic retraction of the rams cannot take place.

- 4.8 The working of the crane viz. Jig/boom/ slewing system shall be hydraulically operated. The hydraulic system should have pumps, cylinders and other components of proven quality.
- 4.9 The system should be fitted with hydraulic lock to sustain the ram in the event of hydraulic failure and provide positively controlled boom retraction.
- 4.10 In case the crane is provided with an independent power source, it should be diesel operated. The diesel-operated prime mover should preferably be of indigenous make. In case the same is of foreign origin, service/repair support for the same should be available within India.
- 4.11 The tenderer may be required to show the working of the UTV under field conditions for which the names of the countries where such machines are in operation shall be given.

5.0 DIESEL ENGINE:

- 5.1 The UTV shall be powered by a diesel engine of adequate capacity to meet the power requirement for speeds as mentioned in paragraph 2.12 & 2.14 above, mounted on the vehicle. However the minimum horse power of the engine as per approved Indian Railway/DFCCIL norms comes to 400 HP. The tenderer shall submit the engine characteristics (engine RPM vs. power output).
- 5.2 The UTV shall be powered by preferably indigenous diesel engine with proven record of service in tropical countries. The engine should be of such design /brand which are being manufactured indigenously and/or such designs having after sale service facilities available in India. Robust construction and low maintenance cost are of particular importance. There should be satisfactory service/repair support facilities available in India.
- 5.3 Adequate allowance shall be made for de-rating of diesel engine under the most adverse climatic conditions mentioned in this specification elsewhere.
- 5.4 The supplier should furnish the information regarding make and model of the engine proposed to be used and details of agency which will provide after sales service support and availability of spares in India.
- 5.5 High speed diesel oil conforming to Indian Standard Specification shall be normally used.
- 5.6 A minimum fuel capacity sufficient for continuous operation for 8 hrs but not be less than 900 litres will be desirable.
- 5.7 Sight glass type fuel measuring gauge preferably of full height shall be provided on the fuel tank.
- 5.8 For starting the engine, storage batteries of well-known make shall be provided. The engine shall normally be push/pull button start type or key type.
- 5.9 There is a likelihood of dust deposition over the engine body and surrounding area over the lubricants spills over. These should be easy to access for daily cleaning and routine maintenance. In case, air cooled engines are proposed by the supplier, maintenance equipment for cleaning and maintenance of the air cooling fins shall be provided by the supplier along with the machine.
- 5.10 Since the engine is to work outdoor under extreme dusty conditions, the air intake system shall be



designed suitably so as not to allow dust through air intake system.

- 5.11 The engine parameter monitoring gauges like temperature, rpm, and lube Oil pressure shall be direct reading type mounted on the engine, backed up by electrical/mechanical gauges in the operator's cabin showing the absolute readings along with safe limits suitably colored. There shall be audio visual warning (safety mechanism) to the operators in case of any of these parameters exceeding the safe limit and engine shuts down circuit in case of operator's failure to respond.
- 5.12 Suitable and rugged mechanism should be provided to start the prime mover at no load and gradual loading after the start of the prime mover at no load/minimum load and gradual loading after the start of the prime mover. A fail-safe clutch mechanism should be provided to meet this requirement. The engine shall be mounted on suitable Anti vibration mountings.
- 5.13 The engine should have Electronic Control Module (ECM) or similar arrangement for taking out operating parameters on real time basis such as RPM, load, temperature, pressure and diagnostic data as well as trip and historical data. These data should be displayed and stored on a panel/PC to be provided in operator's cabin. It should also be possible to transfer these data on USB device.
- 5.14 The engine should be enclosed in a weather protective, sound and dust resistant enclosure to minimize engine noise and to prevent oozing out of oil spills etc. from engine area to the adjacent machine components, hoses, electrical cables fittings as a protection against fire. All doors on the enclosure shall be strategically located in areas as to allow ease of maintenance of the engine and allow good access to and visibility of instruments, controls, engine gauges, etc. Sufficient louvers shall be provided to allow the total engine cooling air requirements used in this application.
- 5.15 In order to adhere to pollution Control norms, the diesel engine should be electronically controlled emissionized engine with minimum compliance of tier 2 stage.

6.0 TRANSMISSION:

- 6.1 The power shift transmission shall preferably be hydrodynamic or any other suitable arrangement so that there is no wear and tear in field operation. The tenderer shall give the full technical data of the power transmission system.
- 6.2 The power pack and transmission equipment shall be mounted on the under frame so that whole assembly occupies as little space over floor as possible.
- 6.3 Transmission shall be either step less or minimum 3 steps bi-directional with maximum speed possible in both forward as well as in reverse direction.
- 6.4 The transmission shall provide smooth shifting at full power while shifting to higher or lower steps.

7.0 SPEEDS-TRACTION EFFORT CHARACTERISTICS:

- 7.1 The tenderer shall submit the Tractive Effort Vs. Speed characteristics for the UTV and submit the tractive effort requirement calculations for various configurations to assess the engine/transmission adequacy to attain the required speeds.

8.0 COOLING SYSTEM:

- 8.1 The cooling system shall be efficient and designed for maximum ambient temperature of 55°C. Supplier may note that the UTV shall be working under extreme dusty conditions and the cooling mechanism should be maintainable under these conditions.
- 8.2 Adequate heat transfer arrangement for the hydraulic system shall be designed and provided so that

under extreme heat conditions as mentioned in 2.13 above, the system oil temperature does not go beyond the specified range of the hydraulic oil.

9.0 BRAKES:

- 9.1 The UTV shall be fitted with compressed air brakes system applying brakes equally on all wheels which can be applied from driving cabins and provision shall be made to connect air brake system of the machine to that of coach/attached wagon when the UTV is hauling it. Fail safe braking mechanism system shall be provided so that in case of any failure of brake circuit will result in automatic application of brake. The pneumatic parking brake should also be spring loaded so that in case of drop in pneumatic pressure below certain value the brake will be automatically be applied. The brakes shall be protected from ingress of water, grease, oil or other substances, which may have an adverse effect on them. The brake lining shall be suitable for high ambient temperature of 55o C. The force required for operating the brake shall not exceed 10 Kg. at the handle while applying by hand and 15 Kgs. on the pedal, when applied by foot. In addition, mechanical brakes shall also be provided for parking. The UTV shall be equipped with suitable arrangement of braking so that while attached in train formation as last vehicle, UTV can be braked by the traction vehicle having compressed air braking system.
- 9.2 There should be provision of emergency brake application in the machine, either travelling alone or coupled with the camp coach or loaded wagon, in addition to the normal braking system of the machine using the compressed air. The emergency braking distance (EBD) of the machine (with braked trailing load of 90 t) on the Indian railway/DFCCIL track at the maximum designed speed on a level track shall not be more than 600m. In this regard necessary design calculations for the braking effort and EBD at the maximum design speed of the machine on level track & at falling grade of 1 in 33 should be provided by the supplier. Brake design details are to be submitted as per annexure V (tech. specs).
- 9.3 Clearly visible brake lights shall be provided at both the ends of the machine, which will be automatically operated when brake is applied and switched off when brake is released. This will be to alert the operator of machine following this machine when the machines are working in groups.
- 9.4 The braking system should be designed so as to meet the air reserve requirement for repeated braking as required in normal operation. In addition, the machine shall be equipped with suitable air brake system in the driving cabins so that the coach while being hauled by the machine, can be braked.
- 9.5 The pneumatic circuit should be provided with air dryer for the smooth working of pneumatic components.

10.0 HORN, HOOTER AND SAFETY SWITCHES:

- 10.1 The UTV shall be provided with dual tone (low tone & high tone) electric/pneumatic horns facing outwards at each end of the UTV at suitable locations for use during travelling to warn the workmen of any impending danger. Control shall be provided in close proximity to the driver permitting the driver to operate either horn individually or both horns simultaneously. The horns shall be distinctly audible from a distance of at-least 400 m from the machine and shall produce sound of 120-125 dB at a distance of 5 meter from horn (source of sound). The higher tone horn shall have fundamental frequency of 370 ±15 hertz. Minimum two nos. safety switches in front on both side and two nos. in rear on both side should be provided all around so that in case of any danger to worker during working, the working can be stopped immediately.
- 10.2 In addition, separate electric horns with push bottom type switches shall be provided at suitable locations in all cabins(s) and on machine body for communication between the machine staff and operator about infringement/malfunctioning or any other trouble.
- 10.3 Pneumatically/electrically operated hooters capable of producing intensity of sound between 105-110



dB at a distance of 5 meter (when measured in still air in a closed room) and variation in intensity of sound shall not be more than 5 dB. The hooter shall be provided facing outwards at each end of the machine at suitable locations, operated by means of push buttons provided in the cabins to warn the staff working on/around the machine about approaching train on adjoining track. Additionally switches for such hooter shall be provided outside on the machine frame and near the both side exit gates so that it can be operated by staff present at work site near the machine.

10.4 Safety equipment like jack, pullers, terfer and other such equipments specific to the machine for restoring failed units of the machine during working, shall be provided on the machine. A proper interlocking arrangement of the out riggers with driving system should be provided to ensure that machine shall move only when out riggers are lifted & properly locked. There should also be a mechanical arrangement for retracting and locking of the out riggers in case of failure of the hydraulic system.

10.5 The UTV shall be provided with emergency backup system to wind up the crane/out riggers etc. in the event of failure of prime mover or power transmission system of the machine. The emergency backup system should be able to be operated manually also.

11.0 HOOKS AND BUFFERS:

11.1 The machine shall be fitted with transition coupling as per RDSO specification no. 56-BD-07 with latest revision along with side buffers to RDSO drawing no. RDSO/SK-98145 with latest alteration on both ends for coupling it with trailing wagons, coach & locomotives. As per IR schedule of dimensions, the maximum and minimum height of the buffer centre from rail level is 1105 mm and 1030 mm respectively.

12.0 HEAD LIGHT, FLASHER LIGHT AND OTHER LIGHTING ARRANGEMENTS:

12.1 The electrical equipment to be provided shall conform to relevant standard specifications and shall be suitable for Indian climatic conditions. The UTV shall be equipped with twin beam headlight assembly, conforming to RDSO's specification No. ELRS/SPEC/PR/0024 revision-1, September, 2004 with the latest amendments ensuring a light intensity of 3.2 lux at ground level at track centre at a distance of 305 mts. away on a clear dark night, at each end and with two front and rear parking lights, which can be switched to red or white according to the direction of the travel. Powerful swiveling floodlights shall also be provided to illuminate the working area sufficiently bright for efficient working during night. In addition minimum eight power point locations (24 volt DC/15 amp socket) shall be provided on outside frame of the machine two in front, two in rear and two on both sides for providing lighting arrangements during night working. The amber color LED based flasher lights producing not less than 500 lux at 1 meter and 55 lux at 3 meter in line measurement in axial direction from flasher light at both ends shall be provided in the UTV to give indication for the train arriving on other line about any impending danger.

13.0 CHASSIS & UNDER FRAME:

13.1 The chassis shall be fabricated from standard welded steel sections and of steel sheets, so as to permit transportation of the UTV in train formation as the last vehicle, without endangering safety of the train. The under frame shall be constructed with rolled steel section and/ or plates shall be designed to withstand a maximum static squeeze test load test of 102 t i.e., 51 t at each buffing point without any permanent distortion. The under frame shall be sufficiently robust for safe travel of the machine in train formation and not necessarily as the last vehicle.

14.0 CABINS:

14.1 The UTV shall be equipped with fully enclosed sound and heat insulated cabins with safety glass window. In view of the high ambient temperature prevailing in India, special attention should be paid to free circulation of air and ventilation in the driver's cabin. Cabin fans of adequate capacity shall



be provided in the cabins. It shall be possible to have a clear view of the track ahead while driving the UTV in either direction.

- 14.2 Entry & exit door to UTV's cabin should open on the loading platform area so that the same operator can work easily in the cabin and on crane of UTV both and he exits UTV with good view of adjacent tracks.
- 14.3 The gauges, instruments and control panel shall be suitably located in the operator's cabin so that they can be observed without undue fatigue to the operator. Screen wiper, preferably operated by compressed air or electrically, shall be provided on the windscreens.
- 14.4 Seating arrangement for 4 persons in addition to the driver shall be provided in the cabin.
- 14.5 Portable Fire extinguisher (dry chemical type) shall be provided in the cabins.
- 14.6 The machine shall be equipped with speed indicator and recording equipment of range between 0 – 120 km/h for recording the speed of the machine in real time basis. The recorded data should be retrievable on computer through memory card/pen drive. It should be provided in the driving cabin at suitable place and recording system should have sufficient memory to keep the speed record of minimum 15 days which should always be stored for retrieving as per requirement.
- 14.7 The electric supply in the cabin for operation of electrical instruments, gauges etc. shall not be more than of 110 V.

15.0 TOOLS AND INSTRUCTIONS MANUALS:

- 15.1 Each UTV shall be supplied with a complete kit of tools required by the operator in emergency and for normal working of the UTV. The list of tools to be provided shall also include all tools necessary for maintenance and repair of the entire UTV including specialized equipment. All special tools shall be listed and catalogued illustrating the method of application. The tenderer shall along with his offer, submit the list of tools, manuals, circuit diagrams and other technical literature/drawings in English language to be supplied along with each machine as above, for operation, servicing, maintenance, assembly overhauling, periodic overhauling and troubleshooting guides/manuals. The list can be modified to suit the purchaser's requirement, while examining the offer.
- 15.2 Detailed operating manual, maintenance & service manuals shall be prepared in English language and four hard as well as soft copies of these shall be supplied with each UTV.
- 15.3 As a part of service manual, the manufacturer shall also supply circuit diagram of electrical, hydraulic, pneumatic electronic circuits used on the UTV. Troubleshooting diagram/table shall also be supplied. In additions, the manufacturer shall provide dimensional drawings with material description of items like rubber seals, washers, springs, bushes, metallic pins etc. These shall be specially prepared in English language and four copies of these shall be supplied with each UTV.
- 15.4 The supplier/manufacturer shall provide detailed technical drawings and specifications of wheels and axles used in the machine (UTV). The above details shall be provided in four sets.
- 15.5 While offering the UTV for first inspection, the supplier shall submit one copy of complete technical literature including operation, service and maintenance manuals, complete electrical, hydraulic and pneumatic circuit diagrams, troubleshooting charts, component drawings/description and other relevant technical details for keeping as a reference document for the inspecting officer. These shall be in English language.
- 15.6 One set of all the manuals and diagrams in hard as well as in soft copy (one set for a group of similar machines) should be sent to the principal/IRTMTTC, Allahabad; Dedicated Freight Corridor Corporation of India Limited, one set to Director/IRICEN/Pune and one set to be sent to ED/TMM

directorate, RDSO, Lucknow. along with supply of first machine of similar group. In case, there is any subsequent amendment in above documents based on field performance, the amendment/amended documents should also be sent to above mentioned authorities.

- 15.7 A draft copy of all documents to be supplied with the machine should be sent 3 months in advance of inspection of the first machine to RDSO for their review regarding adequacy and manner of detailing. Necessary modifications and further detailing as per RDSO's comments should be carried out and compliance should be reported to RDSO as well as the Inspecting officer of the first machine.
- 15.8 One portable diesel operated D.C. welding generator (with the provision of auxiliary output of minimum 2.5 KW, 230 V AC for lighting) of reputed make (preferably made in India) with a minimum 5 KVA capacity capable of welding upto 5 mm. (dia) electrode at 60% duty cycle shall be supplied. Sufficient length of cable shall be provided with the machine for day to day repairing work. The diesel tank capacity shall be not less than 15 liter.

16.0 SPARE PARTS

- 16.1 The expected life of the components shall be advised along with their condemning limits. The UTV shall be supplied with necessary spare parts for the operation and maintenance for period of 2 years (warranty period) as per Schedule-I i.e. working for about 2000 hrs. The spare parts required shall be detailed in a separate list indicating description, part number, quantity and whether imported or indigenous. The manufacturer shall be responsible for the subsequent availability of spare parts during the warranty period of 2 years and post warranty period to ensure trouble free service the life of the UTV (15 years). For indigenous parts and bought out components and assemblies, the source and other relevant technical details shall be supplied while offering the first UTV for inspection.

17.0 OPTIONAL EQUIPMENT

- 17.1 Tenderer is expected to quote for optional equipment if any separately for each items giving the advantages/ functions of such optional equipment. Tenderer shall also indicate whether such equipment is already in use on machine elsewhere indicating the user railwaysystem.

18.0 MAKER'S TEST CERTIFICATE:

- 18.1 Copies of the Maker's certificate guaranteeing the performance of the UTV should be supplied in duplicate along with the delivery of each UTV.

19.0 OPERATORS:

- 19.1 The number of operators and allied staff for working of the UTV under normal condition shall be indicated, specifying their duties and minimum qualifications.

20.0 INSPECTION OF THE MACHINE

- 20.1 While inspecting the machine before dispatch from the supplier's premises, the inspecting officer shall verify the conformity of the machine with respect to individual specification as above. The conformity/non- conformity with respect to each item shall be jointly recorded before issue of the Inspection certificate and approval for dispatch of the machine as per Annexure -VI (tech. specs) enclosed.
- 20.2 Following arrangements shall be made by the supplier/Manufacturer at the inspection premises for carrying out inspection of the machine by inspecting officials: Machine to be stabled on straight & level B G track. The length of the track should be at least 10 m more than buffer to buffer length of machine. In order to check Maximum Moving dimensions in cross section, a Sturdy frame of IR Max Moving Dimensions shall be provided by the manufacturer and passed over the machine holding it

perpendicular to track, centre aligned with track centre. Adequate arrangements shall be made to the satisfaction of inspecting official

20.3 The following documents shall be provided to the Inspecting Officer at least 4 weeks in advance of the date of inspection.

- i) One copy of complete technical literature mentioned in clause 15, in English language, including operation, service and field maintenance manuals/instructions and complete electrical, hydraulic and pneumatic circuit diagrams, troubleshooting charts, component drawings/ description and other relevant technical details like part no. etc. as a reference documents for the inspecting officer.
- ii) Cross section of the machine super imposed on IR maximum moving dimensions envelope shall be provided to IO in advance.
- iii) Clause by clause comments of the manufacturer to be sent to Inspecting Officer (IO) in advance for his review. Comments should state manufacturer's conformity of compliance of each of the requirement stated in each clause, elaborating where necessary the details/manner in which the requirement has been complied. The proforma for the clause-wise comments is given below:

Clause no.	Clause	Comments of Supplier/ manufacturer	Comments of Inspecting Officer

- iv) Manufacturer's Internal Quality Inspection Report of the machine.
- v) Manufacturer's quality certificate and/or test reports for bought out assemblies/sub- assemblies to be provided to IO, containing serial number wherever applicable.
- vi) Draft Inspection Report to be prepared by the manufacturer, containing all annexure mentioned at para 20.4
- vii) Details of arrangements made for checking Maximum Moving Dimensions for his approval. Supplier will incorporate amendments/further clarification in the above documents to the satisfaction of the Inspecting Officer keeping in view the Inspecting Officer's comments, if any.

20.4 List of documents to be annexed in the draft Inspection Report should include:

- i. Maker's Test Certificate.
- ii. Manufacturer's Internal Quality Inspection Report
- iii. Quality Certificates of Bought out assemblies/sub-assemblies
- iv. Cross section of the machine super imposed on the IR MMD
- v. Vogel's diagram
- vi. List of spare parts to be dispatched along with the machine
- vii. List of tools to be dispatched along with the machine
- viii. List of Manuals, Drawings, Spare Parts Catalogues, etc. to be dispatched along with the machine, duly indicating the number of sets of each.
- ix. Manufacturer's certificate on standard followed for design of wheels and axles against clause 2.9 to 2.11.

These above documents in soft & hard copies shall be part of final inspection report

21.0 TRAINING & SERVICE ENGINEERS:

- 21.1 The contractor shall provide at his own expense the service of competent engineers during the warrantee period for warrantee related issues. The service engineers shall be available for the commissioning of the UTV for regular service. E-Learning Courses should be arranged for imparting Training to DFCCIL operators. In addition the service engineer shall provide hands on training to DFCCIL staff in calibration, operation, repairing and maintenance of the UTV in field to make them fully conversant with the UTV. The engineers shall also advise the railways/DFCCIL on appropriate maintenance, testing, operating, repair and staff training facilities that are necessary for the efficient performance of the vehicle.

22.0 SPEED CERTIFICATE:

22.1 PROVISIONAL SPEED CERTIFICATE:

Whenever a new rolling stock is introduced in **Indian Railways/DFCCIL**, a provisional speed certificate is issued by RDSO based on certain design parameters of the vehicle. Final speed clearance of the vehicle is given after conducting detailed oscillation trial of the vehicle, which is a time taking process. Therefore, issue of provisional speed certificate for the vehicle becomes a necessity and based on the same, the approval of running of the vehicle on Indian Railway track is taken from commissioner of Railway Safety and from MD in case of DFCCIL. For issue of provisional speed certificate, the following actions are required to be taken by the suppliers:

a) CURRENT SUPPLIERS, WHOSE MODELS ARE APPROVED:

The supplier shall give details of the model, year of introduction in Indian Railway, details of speed certificate issued etc. The supplier shall certify that no change has taken place in the model being offered with respect to design of under carriage i.e. suspension system/arrangement, wheel & axle assembly, bogie, braking arrangement, loading pattern of the vehicle etc. and the distribution of axle loads, lateral forces, un-sprung mass and braking force coming on rails is the same. If, there is any change in above respect, the action shall be taken as detailed in clause (b) below:

b) CURRENT SUPPLIERS, WHOSE MODELS ARE NOT APPROVED/ OR NEW:

As soon as the supplier completes the design of the machine as per specifications, the technical details as per Annexure (VII & VIII - (tech. specs)) which in no case should be more than six months from signing of contract, shall be supplied to Track Machine and Monitoring Directorate of RDSO for processing of provisional speed certificate for the machine so that it can be permitted to move on track. On case-to-case basis, more technical details (other than mentioned in Annexure (VII & VIII - (tech. specs)) can also be asked for issue of provisional speed certificate for the machine.

c) NEW SUPPLIERS, WHOSE MODELS ARE NEW:

The technical details shall be supplied as detailed in clause (b) above.

23.0 FINAL SPEED CERTIFICATE:

Final speed clearance of the machine is given after conducting detailed oscillation trials of the vehicle. For this purpose railway/DFCCIL shall conduct running speed tests on the Indian Railway/ DFCCIL main line track on one of the machines supplied to them in accordance with procedure outlined in Annexure- IX (tech. specs) with the machine running upto speed 10% higher than the maximum speed mentioned in clause 2.14 above. The final speed test on the vehicle shall be done preferably within warranty period of the vehicle. The final speed of machine tested should be not less than that specified in clause 2.14.

24.0 ACCEPTANCE TEST:

In addition to verification of the various items of specifications covered earlier, the following tests shall be carried out in India at the purchaser's premises by the purchaser's nominee at the time of commissioning of the UTV.

- (i) Dimensional check of loading gauge, i.e. maximum moving dimensions, buffer heights, clearances, length of machine, bogie distance, clearance on curves etc.
- (ii) Performance of crane as per para 4.1, 4.4 & 4.
- (iii) Testing for negotiability on 1 in 8 ½ turnouts.
- (iv) Construction and engineering of the UTV.

The pre-commissioning tests shall be completed and the machine shall be commissioned within 90 days of its arrival at the premises of the final consignee.

- 25.0 Should any modification be found necessary as a result of the tests, these shall be carried out by the supplier at his own expenses.

26.0 WARRANTY:

The UTV shall be warranted for 1200 effective working hours or 18 months from the date of commissioning or 24 months from date of delivery at ultimate destination in India whichever is earlier. Effective working hours for this purpose will be traffic block time during which UTV is deployed for work. Should any design modification be made in any part of the machine offered, the warranty period of 18 months would commence from the date of commissioning and proving test of the UTV for the purpose of that part and those parts which may get damaged due to defects in the new replaced part. The cost of such modification should be borne by the supplier.

27.0 MARKING & COLOUR OF MACHINE :

- 27.1 The machine body shall be painted in golden yellow colour of Indian Standard Colour code of 356 as per IS: 5 the exterior painting shall be polyurethane binder based conforming to RDSO Specification No. M&C/PCN/100/2013 (Specification for Epoxy cum Polyurethane Painting System –Two packs for the Exterior Painting of Railway Coaches, Diesel and Electric Locomotives and other Industrial Applications) or ISO 12944.

- 27.2 Following should be written on the machine at appropriate location

- i) DFCCIL logo of height between 300 mm to 600 mm as suitable on all four faces of the machine.
- ii) On both side faces and below the DFCCIL logo, the text “**DFCCIL**” to be written in Bold and in Black colour of size equal to or slightly smaller than the size of logo but of size not less than 250 mm.
- iii) Below the text “**DFCCIL**” mentioned above, Machine model and manufacturing Year should be written in black colour and in letter of size less than the size in which DFCCIL is written but not less than 200 mm in any case.
- iv) If required, the Manufacturers Name may be written in size not more than 250 mm and should not be at more than four locations. Also the Manufacturers Logo may be provided at not more than two Locations and should be of size less than 250mm.

28.0 TERMS AND CONDITIONS FOR THE ANNUAL MAINTENANCE CONTRACT FOR UTILITY TRACK VEHICLES:

1) The contractor has to provide the services of their service engineers for the purpose of carrying out checking, repairing and maintenance of UTVs working in DFCCIL as and when called upon to do so by the DFCCIL.

2) Working period for the Service Engineer during his visit shall be 8 (eight) hours. However, contractor shall be charging the DFCCIL only on day basis as per the rates quoted and not part of day up to 8 (eight) hours of work. For the work carried out beyond 8 (eight) hours, contractor shall be charging as per the rates agreed upon.

3) Tenderer is advised to quote rates of spares for UTVs for Three consecutive years post expiry of DLP/Warranty period of Two years from the date of issue of LOA. List of Spares for UTV machines is to be provided by the Tenderer as specified by the OEM.

4) PENALTY CLAUSE FOR AMC:

4.1) Service: In case the service engineer is not deputed within three days after receipt of telephonic message / FAX /e-mail/ written message from DFCCIL for routine inspection and within three days in case of break down, the service charges of service engineer will be reduced by 25% per day for the number of days delayed beyond the above stipulated period or the days spent on such deputation, whichever is lower.

4.2) Spares: DFCCIL will recover from the contractor as agreed Liquidated Damages and not by way of penalty, a sum equivalent to 2% (Two per cent) of the price of Stores (Including elements of Taxes, duties, freight, etc.) which the contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to a maximum of ten (10%) percent of value of the delayed supplies.

5) Service Engineer is to be deputed within 4 (Four) days after receipt of telephonic message/FAX /written message/email from DFCCIL for preventive maintenance and 3 (Three) days in case of break down. The service charges of service engineer will be reduced by 25% per day for the number of days delayed beyond the above stipulated period with a condition that machine will be made available by DFCCIL, at a place confirm to the firm during the intimation of complaint.

6) If DFCCIL calls the Service Engineer to travel by Air in case of urgency, the Air fare for economy class from Head office of the contractor to airport nearest to the worksite will be reimbursed to the contractor as per actual charges incurred on production of documentary evidence. The same shall be deducted from the spare parts supply ceiling limit fixed for a year.

7) Any nominal skilled or unskilled labour as well as all consumables like lube oil, HSD oils, tools and tackles etc. required by the representative at DFCCIL premises will be provided by the DFCCIL free of cost as per availability. However, any tools and equipment as considered necessary for the job will have to be brought by Service Engineer at agencies cost.

8) During maintenance/servicing, the Service Engineer will replace spare part(s) if necessary. Such provisions of spares duly certified by the machine in-charge will be billed at the rates as per accepted price list. In case of emergency/urgent requirement, these spares can be procured against a written request from DFCCIL Consignee/ DFCCIL official appointed by the tender accepting authority. The spares, which require replacement on need, will be purchased from the contractor. The need would be certified by Consignee/DFCCIL official appointed by the tender accepting authority. The contractor shall return the released material to the concerned Consignee/ In-charge of the machine.

9) If any component is required to be changed while on visit, the engineer would do the same, which will be duly certified by the in-charge of the machine and it will be billed at the rates as per

accepted price list. The rates in the price list are to be exclusive of duties and taxes, which will be charged extra as applicable at the time of delivery. The spares can also be purchased separately against a written request by authorized officials of the DFCCIL. However, the rates for the spares will remain firm during the validity of Contract Agreement. In case of any deviation in statutory levies during the course of AMC, the same will be paid on production of documentary evidence.

10) As far as the spare parts required for the maintenance (scheduled), the same will be supplied in advance by the contractor as per list applicable through a formal requisition from DFCCIL and immediately on its receipt of materials. The contractor shall ensure that the spares as requisitioned by Service Engineer are borne on the price list of spares enclosed to the Agreement.

11) The contractor at the end of each deputation of their engineer will raise bills directly on the DFCCIL with a certificate from the machine in-charge that the engineer had attended for the number of days and hours claimed and satisfactorily carried out the job.

12) Regarding all payments against service bills and spares invoices, efforts shall be made by DFCCIL for early payment. DFCCIL shall make payment as per payment terms and conditions on submission of bills by the firm duly certified by the authorized DFCCIL officials of the work that the work has been completed to the satisfaction of the DFCCIL and spare parts / components are changed during the repair work as per the accepted rate list, terms & conditions of the agreement. DFCCIL shall make payment to the firm accordingly through NEFT/RTGS as per mandate given by the firm regarding their account number and bank details / electronic clearing of funds.

13) The firm shall supply spares and provide services of Service Engineer without linking payment of earlier bills.

14) The contractor should clearly quote the taxes / Levis to be claimed on the service rendered / spares supplied.

15) Supply orders against the price list offered in AMC will be released duly mentioning the delivery period and it is binding on the firm to supply spares within this date of delivery. However, the delivery period will be 90 days for indigenous items and 120 days for imported and special items.

16) Contractor has to submit the price list for spares. The price list shall provide for prices on F.O.R Destination basis, i.e., **New Tundla (Uttar Pradesh) for Eastern DFCCIL and New Shrimadhapur (Rajasthan) for Western DFCCIL.**

17) DFCCIL will not pay separately for transit insurance and the Contractor will be responsible till the entire stores arrive in good condition at destination. The transit risk in this respect may be covered by the contractor by getting the stores duly insured, if he so desires. The insurance cover shall be obtained by the contractor in his own name and not in the name of the consignee. The consignee will as soon as possible but not later than 7 days from the date of arrival of stores at destination, notify the contractor of any loss or damage to the stores that may have occurred during transit.

18) A supply order may be placed up to the last date of currency of the Annual Maintenance contract. Delivery date in supply order need not necessarily fall within the currency of the Annual Maintenance Contract, but it can go beyond it depending upon the terms of delivery stipulated in annual maintenance contract or in specially agreed condition of delivery in respect of particular supply order. No extension of validity of Annual Maintenance Contract itself is required when deliveries against outstanding supply orders continue even after the expiry of the Annual Maintenance Contract period. The Annual Maintenance Contract will remain alive for the purpose of delivery for all the stores ordered during the currency of the AMC until deliveries have been completed.

19) All new spares supplied by the contractor shall be guaranteed for a period of 6 months from the date of commissioning or 9 months from the date of receipt of materials whichever is earlier against

any material defects and poor workmanship. Any such new spare if failed under the guaranty period of 6 months or 9 months as mentioned above, shall be replaced by the contractor free of cost or the cost of replacement of such failed spares shall be borne by the contractor failing which necessary deduction will be made from the payment admissible against the instant contract.

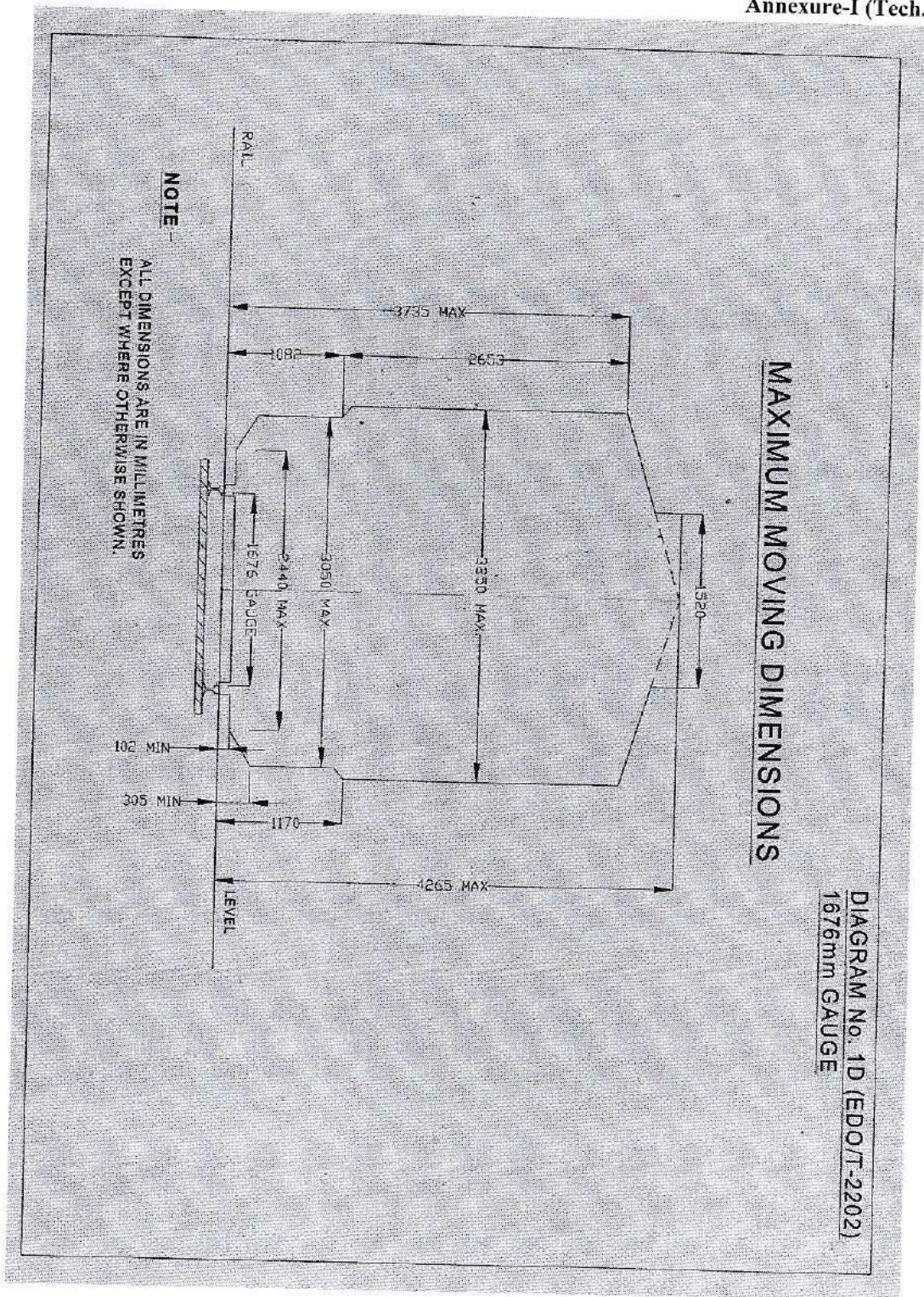
20) For any premature failure during guarantee / warranty period, the cost of replacement of spares shall be borne by the contractor failing which necessary deduction will be made from the payment admissible against the instant contract. Apart from this, Contractor has to submit the report to Consignee/Authorized DFCCIL official within one week of such premature failure of spares in service duly explaining the reasons thereof. Failure to submit such reports in time may affect payments.

21) The AMC period shall be 3 years post expiry of DLP/Warranty period of 2 years from the date of issue of LOA. Further extension beyond 5th year will be on mutual consent.

22) Contractor can supply the material in part but payment of AMC shall be made on Quarterly basis.

23) A logbook shall be kept with each machine and service engineer should make entries regarding the complaints and repairs attended by him in the logbook for smooth operation of the machine as well as the contract. Contractor's service engineer and in-charge of the machine should sign in the logbook on each visit. Service engineer should give his report on complaints/ problems occurred in the machine and action taken for the same. Such action plan/report shall be submitted to Consignee/Authorized DFCCIL official within a week of inspecting the machine.

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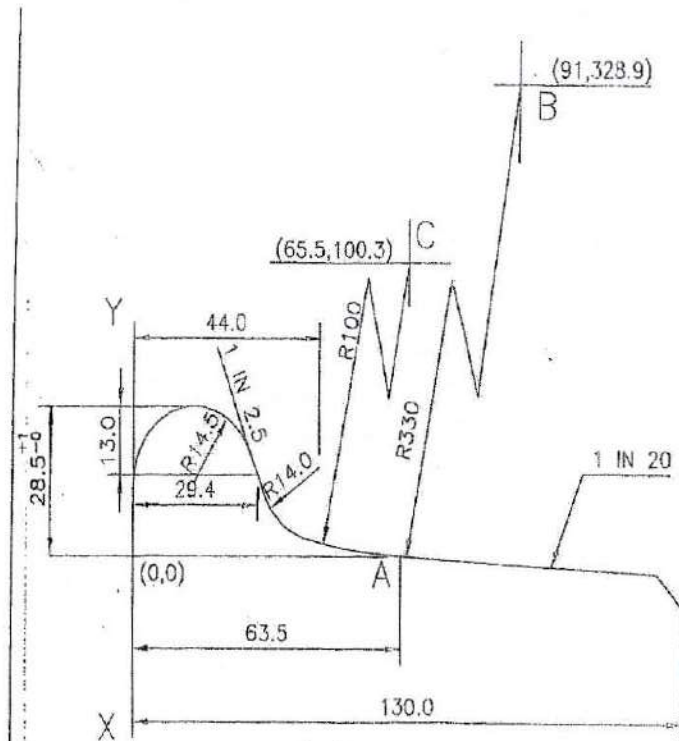
Machine details required for simulation of machine on NUCARS or similar Track-vehicle simulation software

SL. NO.	Component's Name	Parameters required						
		C.G. of component in x, y, z direction from rail level in mm (Referenced point 1 st axle)			Mass in Kg and Mass moment of inertias in Kg- m ² component in three dimension space about their C.G			
		X	Y	Z	Mass	Ixx	Iyy	Izz
1.	Super structure with vehicle frame (machine structure kept on secondary suspension of front and rear bogie)							
2.	Front Bogie frame including brake rigging							
3.	Rear Bogie frame including brake rigging							
4.	Transmission system device (hydraulic. Mechanical or electrical traction motors)							
5.	Wheel axle set including axle boxes which constitute the un sprung mass							
6.	Mass of Items included in un sprung mass partially or fully along with their name per axle	1	2	3	4	5	6	Total un sprung mass in tonnes

7.	Total weight of components in tonnes	Front bogie full assembly	Rear bogie full assemble	Machine frame full structure	Full weight of vehicle (front bogie + rear bogie + vehicle car body or super structure)		
8.	Suspension stiffness details in Kg/mm	Primary suspension element stiffness per axle box between bogie and axle box			Secondary suspension element stiffnes per side between bogie and machine frame		
		Vertical stiff	Lateral sti	Longitudina l stiff	Vertical stiff	Lateral stiff	Longitudinal stiff
9.	Damping force details (If hydraulic damper used give there rating force per meter/second)						
10.	Clearance in mm or radian provided for motion between bogie frame and machine frame for relative motion (motion stopper)	Vertical direction	Lateral direction	Longitudinal direction	Rotation about vertical axis	Rotation about lateral axis	Rotation about longitudinal axis

11.	Dimension of location of suspension elements	Detail of location of suspension springs and dampers and shock absorbers with support drawing	Detail of location of suspension springs and dampers and shock absorbers with support drawing
12.	Details of centre pivot arrangement working and location	Provide detail arrangement drawing and description	
13.	Set of drawings and design description	Concerning with general arrangement of vehicle, bogie general arrangement, suspension arrangement details, suspension clearances drawing, detail written description of configuration and loading pattern accompanies design particular of vehicle bogie.	

over



PROCEDURE OF DRAWING:-

1. DRAW A VERTICAL LINE X-Y.
2. DRAW SEMI-CIRCLE OF 14.5R TANGENTIAL TO LINE X-Y.
3. DRAW LINE 1:2.5 TANGENTIAL TO 14.5R SEMI-CIRCLE.
4. DRAW A HORIZONTAL LINE AT 28.5mm FROM THE TOP OF THE FLANGE. AND LOCATE PT. A AT 63.5mm FROM THE LINE X-Y.
5. FROM PT. A LOCATE CENTRE 'B' OF ARC OF 330R ON A VERTICAL LINE AT 91mm FROM X-Y.
6. DRAW ARC OF 330R FROM CENTRE 'B'.
7. LOCATE CENTRE 'C' ON VERTICAL LINE AT A HORIZONTAL DISTANCE OF 65.5mm FROM THE LINE X-Y SUCH THAT BC = (33-100) ie 230mm.
8. DRAW ARC OF 100R WITH CENTRE AS 'C'.
9. DRAW ARC OF RADIUS 14mm TANGENTIAL TO 100R ARC AND LINE 1:2.5.
10. DRAW LINE 1:20 TANGENTIAL TO 330R ARC.
11. DRAW A VERTICAL LINE AT A DISTANCE OF 30mm FROM THE FLANGE END.

NOTE:

CO-ORDINATES OF POINTS B & C ARE BASED ON NOMINAL DIMENSION OF 28.5mm.

③	SS/24/04	DIMENSION 73.7 DELETED	9/04
②	J.S. 03/94	REVISED & REDRAWN	3/94
①	J.S. 03/92	CO-ORDINATES OF ARCS SHOWN	3/92
ALT.	AUTH.	DESCRIPTION	DATE

SUPERSEDED BY:	
SUPERSEDES:	
SCALE	P
1:1	C
	D G.V.RAMAN
	T
	J.S.
B.G.	R.D.S.O. (C)

WORN WHEEL
PROFILE

SKETCH-91146

DFCCIL

CONTRACTOR

Annexure-IVA (Tech. Specs)

Sizes and Weight of Some of the TRD Materials and P-way Materials to be Normally Loaded on UTV platform or may be required for lifting and placing with the UTV Crane

Sl. No.	Description	Length (mm)	Width (mm)	Height (mm)	Weight (kg.) (approx.)
1	OHE Mast: B-300	12000	300	-	1083.12
2	Contact Wire Drum	-	-	-	2000
3	Catenary Wire Drum	-	-	-	1850
4	Aux. Transformer (AT)- 100 KVA	-	-	-	880
5	Aux. Transformer (AT)- 10 KVA	-	-	-	300
6	Concrete Sleeper	2750	150	220	300
7	Wooden Sleeper	2750	250	130	100
8	Steel Trough Sleeper	2680	257	106	79
9	60 kg Rail (2 nos.)	6500	150	172	785
10	60kg 1in 12 CMS crossing	4350	521	172	980

Annexure-IVB (Tech. Specs)

Sizes and Weight of Some of the P-way Materials and TRD Materials to be loaded on Attached Flat Wagon

Sl. No.	Description	Approx. Length (mm)
1.	OHE Mast: B-300 (300 mm wide)	12000
2.	OHE Mast: B-250 (300 mm wide)	9500
3.	Rail Length 60 kg	13000
4.	Rail Length 60 kg	13000

QSR

**BRAKE DESIGN DETAILS OF THE MACHINE FOR
CALCULATION OF EMERGENCY BRAKING DISTANCE**

Tare & gross weight of the machine in Kilograms	
Brake power in Kilograms	
Type of Brake blocks	
Brake block area in Square Centimeters	
Brake Rigging Diagram	
Type of Brake system	

awf

INSPECTION CERTIFICATE

CERTIFICATE OF INSPECTION OF (Model

No.) BY INSPECTING OFFICIAL AND APPROVAL FOR DESPATCH OF MACHINE.

(Strike out whichever not applicable)

This is to certify that I have inspected the bearing Sl. No.
 from (date) to at
 (place) for its conformity / non –conformity with respect to the laid down

Technical Specification on contract Agreement
 No. dated between the president of india
 through Director /RDSO/Lucknow and M/s. (Name of contractor)

The detailed inspection note regarding its conformity / non conformity to the laid down specification is enclosed along with Annexure 'A'. It is observed that: (Strike out whichever is not applicable)

- The conforms to all the laid down specifications.
 - The conforms to all the laid down specifications except those at
 sl. no.
 - The above deviations are minor / major affecting / not affecting the performance of the equipment/machine/vehicle in substantial way. The following T & P, manuals, drawings are to be supplied along with the machine.
1.
 2.
 3.

Based on the above the is certified/not certified to
 be conforming to the specifications.

The UTV machine is approved/ not approved for dispatch to (consignee) DFCCIL.

For M/s

SIGNATURE AND DATE
 INSPECTING OFFICIAL
 (NAME AND DESIGNATION) for and on Behalf of DFCCIL



Particulars Required in Respect of the Rolling Stock Under Consideration

1. A diagram showing elevation salient dimensions:
Wheel spacing, Wheel diameter, bogie centres, and axle load.
- a)
 - i) Overall length of the vehicle :
 - ii) Length over head stock:
 - iii) Length over buffers:
 - iv) Distance apart for Centre of buffers:
 - v) Max. /Min. height of centers of buffers above rail level :
- b)
 - i) Wheel base :
 - ii) Axle load (max):
 - iii) Bogie Centres:
2. Wheel dimension:
 - i) New:
 - ii) Worn out:
3. i) Tread and flange profile of the wheel :
Indicating clearly whether it is Indian Railway standard profile or differs from Standard flange profile.
- ii) Wheel gauge dimension –: (back to back of tyre flange).
4. Whether the stock is designed to be used as:
a general purpose or in a closed circuit in specified sections under defined conditions.
5. Maximum design speed
 - i) Own Power:
 - ii) In train formation:
6. Un sprung weight per axle in tones
 - i) Driving axle:
 - ii) Running axle:
7. Expected lateral force in tones per axle: At maximum design speed.
8. Method of operation - : Whether single only or coupling together is possible. If coupling is possible, the number which can be coupled and what is trailing load.
9. Maximum tractive effort at start and at the speed of operation -
 - i) At working drive at start : at operation speed :
 - ii) At transfer drive at start : at maximum speed :
10. Maximum braking force coming on to the rails per wheel at working axle :
 - a) At transfer axle : Drawing indicating suspension arrangement details: of bogie and axle.
12. Height of centre of gravity from rail level:
13. Height of floor from rail level:
14. Type of coupler provided -Indian Railways Standard Coupling: Buffer:
15. Any infringement to the moving dimensions: Sketch provided in the Indian Railways Standard Schedule of Dimensions – Chapter IV (A).

Annexure – VIII (Tech. Specs)

Following information as detailed below is also required along with the information required for processing the case for issue of provisional speed certificate for new vehicles:-

S.No.	Item
1. a)	Brake System details
b)	Gross Braking Ratio
2.	Brake rigging arrangement drawing and calculation of braking force
3.	Maximum Braking Effort. at start and at the speed of operation - a) at working drive at start : at operation speed : b) at transfer drive at start : at maximum speed :
4.	Characteristics of springs used in suspension indicating free height, working height, dynamic range, stiffness and locations etc.
5.	Characteristics of the dampers if used, and over all damping factors and locations of dampers. Calculation of the following frequency of the vehicle to be attached :- Bouncing ii) Pitching iii) Rolling Wave length of free axle and bogie
6.	Write up and salient design calculation on suspension system, type of suspension- whether it is of coil suspension with or without dampers and laminated bearing springs and double link suspension.
7.	What are lateral clearance of axle box / horn, wheel flange/rail and other locations for the negotiability of the vehicle on curve and turn out (enclose Vogel's Diagram for negotiability on maximum degree of curve and turn out permitted on Indian Railways/ DFCCIL) of new and worn out wheel.
8.	Wheel and axle assembly drawings
9.	Calculation for flange force
10.	Technical specifications of Vehicle supplied.
11.	Calculation of natural frequency
12.	Calculation of spring characteristics and critical speed of the vehicle.
13.	Simulation result showing ride index, lateral force and acceleration results.
14.	A certificate regarding the speed of the vehicle for which it has been designed.

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ACCEPTANCE CRITERIA DURING OSCILLATION TRIALS

The speed potential of the machine offered by the firm should be established based upon oscillation trials conducted in India. The tests will be conducted at a speed usually 10% higher than the maximum speed potential indicated by the firm for the machine under consideration and the following criteria satisfy for the same. For conducting the tests, a section of mainline track will be selected over which there is no temporary speed restrictions and which is considered by the DFCCIL as being in a generally run down condition for mainline standards, but without speed restrictions. The vehicle will be tested generally for new and worn clearance conditions and where relevant for operation in the forward and backward directions. The vehicle selected for tests will be one in average condition for normal maintenance.

The criteria to assess the performance of the UTV in oscillation trials will be as applicable in DFCCIL at the time of actual oscillation trials. However, the criteria applicable at present are given below:

1. A lateral force lasting more than 2 meters should not exceed the Prud Home's limit of $0.85 (1 + P/3)$ tones, where P is the axle load in tones.
2. Isolated peak values exceeding the above limit are permissible provided the record shows stabilizing characteristics of the vehicle subsequent to the disturbances.
3. A derailment coefficient should be worked out in the form of ratio between the lateral force (H_y) and the wheel load (Q) continuously over a period of 1/20th second, the value of H_y / Q shall not exceed 1.
4. The values of acceleration recorded in the cab at location as near as possible to axle, shall be limited to 0.55 g both in vertical and lateral directions. The peak values up to 0.60 g may be permitted, if the records do not indicate a resonant tendency in the region of peak value.
5. In case of such vehicles where measurement of forces is not possible, evaluation shall be in terms of ride index, based on the accelerations measured as detailed in para 4 above, which shall not be greater than 4.50, but a limit of 4.25 is preferred.
6. A general indication of stable running characteristics of the whole vehicle as evidenced by the movements of the bogie in straight, station yard and curved track and lateral force and derailment coefficient or accelerations as the case may be.



FINANCIAL PROPOSAL**Schedule of Quantities**

Name of Work: Supply and Commissioning of 2 nos. of Bi Directional self-propelled Utility Track Vehicles (UTV) for EDFC and WDFC along with AMC for 3 years post expiry of 2 years DLP/Warranty period.

Schedule – I: Supply of Utility Vehicles:			
1. Item	Utility Vehicle (UTVs)		
2. Quantity	02 Nos. (Two)		
3. Description of Items:	Basic rate per unit in Rs.	GST	All inclusive rate per unit in Rs.
3.1 Cost of Design, Manufacture, Supply, Testing & Commissioning of machine & Training of IR Personnel as per Cl. 3.26 of Instruction of Tenders. Note: Price also includes P&F charges @5% of the machine cost and GST@12% on P&F charges.			
3.2 Service Cost of the comprehensive maintenance of machine during initial warranty period of 24 months, after commissioning of the machine. (Comprehensive maintenance includes: Preventive maintenance of the machine with, all OEM as well as RDSO prescribed Maintenance Schedules' of the machine & Break Down Repair/Maintenance of the machine.)			
3.3 Lump-sum cost of all required spares & consumables except fuel/lubricants during warranty of 24 months.			
Cost per UTV including items No. 3.1, 3.2 and 3.3 above.			
Total Cost (Schedule I) of 02 UTVs including items No. 3.1, 3.2 and 3.3 above.			

Schedule –II: Annual Maintenance Contract for Utility Vehicles:						
SN	Description	Qty	Unit	Rate (In Rs.)	GST/Taxes (Rs.)	Total Amount (Rs.)
1 – Charges of service attention for UTV machines:						
1(A)	Charges of service attention for UTV machine for the 1 st Year of operation for 8 Hours a day after expiry of DLP/Warranty period of Two Years. Note: 4 Days/Machine/Year has been considered.	8	Day			
1(B)	Charges of service attention for UTV machine for the 2 nd Year of operation for 8 Hours a day after expiry of DLP/Warranty period of Two Years. Note: 4 Days/Machine/Year has been considered.	8	Day			

1(C)	Charges of service attention for UTV machine for the 3 rd Year of operation for 8 Hours a day after expiry of DLP/Warranty period of Two Years. Note: 4 Days/Machine/Year has been considered.	8	Day			
2- Additional hours that may be required beyond the normal working day of 8 Hours.						
2(A)	Additional hours that may be required beyond the normal working day of 8 Hours for 1 st Year after expiry of DLP/Warranty period of Two Years	24	Hour			
2(B)	Additional hours that may be required beyond the normal working day of 8 Hours for 2 nd Year after expiry of DLP/Warranty period of Two Years	24	Hour			
2(C)	Additional hours that may be required beyond the normal working day of 8 Hours for 3 rd Year after expiry of DLP/Warranty period of Two Years	24	Hour			
3- Cost of spares, which are likely to be replaced during AMC –						
3(A)	Cost of spares, which are likely to be replaced during AMC for 1 st Year after expiry of DLP/Warranty period of Two Years (Rates of spares as per price list of OEM for the 1 st year) the expenditure for above shall be limited to Rs.5.00 Lakh (inclusive all taxes, P&F charges etc.)	01	Lumpsum			500000
3(B)	Cost of spares, which are likely to be replaced during AMC for 2 nd Year after expiry of DLP/Warranty period of Two Years (Rates of spares as per price list of OEM for the 2 nd year) the expenditure for above shall be limited to Rs.5.00 Lakh (inclusive all taxes, P&F charges etc.)	01	Lumpsum			500000
3(C)	Cost of spares, which are likely to be replaced during AMC for 3 rd Year after expiry of DLP/Warranty period of Two Years (Rates of spares as per price list of OEM for the 3 rd year) the expenditure for above shall be limited to Rs.5.00 Lakh (inclusive all taxes, P&F charges etc.)	01	Lumpsum			500000
4 - Travelling charges of service engineer for attention of machine during AMC-						
4(A)	Travelling charges Rate per Km. in Rupees on actual Railway distance travelled by service engineer for attention of machine (To and Fro charges from Manufacturing Unit/Office in India to working place and back) for 1 st Year of AMC after expiry of DLP/Warranty period of Two Years – 2000Km has been considered/trip.	16000	Km.			
4(B)	Travelling charges Rate per Km. in Rupees on actual Railway distance travelled by service engineer for attention of machine (To and Fro charges from Manufacturing Unit/Office in India to working place and back) for 2 nd Year of AMC after expiry of DLP/Warranty period	16000	Km.			



	of Two Years – 2000Km has been considered/trip.				
4(C)	Travelling charges Rate per Km. in Rupees on actual Railway distance travelled by service engineer for attention of machine (To and Fro charges from Manufacturing Unit/Office in India to working place and back) for 3rd Year of AMC after expiry of DLP/Warranty period of Two Years – 2000Km has been considered/trip.	16000	Km.		
Total AMC cost for 02 no. of UTV's for Three years in Rs. (inclusive of all taxes) as per Sch. II item 1, 2, 3 and 4.					
Total Cost of Work (Schedule I + Schedule II) in Rs. (inclusive of all taxes)					

Over

Eligibility Criteria/ Tenderers Credentials required

The desired credentials have been mentioned in section 4, clause 4.14 of the General Conditions of Contract. 4.14. In support of their credentials, the Tenderer(s) should have to submit documents as stipulated in tender document along with their tenders.

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PROFORMA FOR STATEMENT OF DEVIATIONS

- 1) The following are the particulars of deviations from the requirements of the tender specifications:-

CLAUSE	DEVIATION	REMARKS (Including-justifications)

- 2) The following are the particulars of deviations from the requirements of the Instructions to Tenderers, General and Special Conditions of Contract:-

CLAUSE	DEVIATION	REMARKS (Including-justifications)

Signature and seal of the Manufacturer/Tenderer

Note:-

Where there is no deviation the statement should be returned duly signed with an endorsement indicating "No Deviations".



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



Self-Certificate

- a. I/We have downloaded the tender form the internet site www.dfccil.gov.in and I/we have not tampered/ modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with the DFCCIL and/or prosecuted as per law.
- b. I/we are submitting a demand draft / Banker's cheque Nodated issued by or Original money receipt No deposited with.....station for Rs..... towards the cost of tender form.
- c. I/We certified that I/we am/are not black listed or debarred by DFCCIL or Railways or anyother Ministry/Department of the Government of India/State Government and there has notbeen any work cancelled against us for poor performance in the last three years reckoned from the date of invitation of tender..

Signature of the Tenderer/s:



FORM OF IRREVOCABLE GUARANTEE BOND FOR PERFORMANCE
GUARANTEE (PG/PBG/BG)

(The Bank Guarantee (BGs) to be submitted by the suppliers/ contractors should be sent directly to "GM/EL/TS , Dedicated Freight Corridor Corporation of India Ltd., Supreme Court Metro Station Building, Pragati Maidan, New Delhi- 110001" by the issuing Bank under Registered Post A. D.).

To,
 GM/EL/TS,
 DFCCIL Corporate Office,
 Supreme Court Metro
 Station Building, Pragati
 Maidan, New Delhi-
 110001

In consideration of the GM/EL/TS DFCCIL Corporate Office (hereinafter called " DFCCIL") having agreed to accept from.....hereinafter called "the said Contractor/s"), under the terms and conditions of an Agreement/ Acceptance letter dated.....made between.....and (hereinafter called "the said Agreement") the Performance Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs.Rupees.....only). We,.....(indicate the name of the Bank hereinafter referred to as "the Bank") at the request of contractor/s do hereby under take to pay the DFCCIL an amount not exceeding Rs.against any loss or damage caused to or suffered by or would be caused to or suffered by DFCCIL by reason of any breach by said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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



or from time to time any of the powers exercisable by the DFCCIL against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor/s or for any forbearance act or omission on the part of the DFCCIL or indulgence by the DFCCIL to the said contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/ Supplier(s).
6. We, (Indicate the name of Bank) undertake not to revoke this Guarantee during its currency except with the previous consent of the DFCCIL in writing. Dated this day of 2022

For. _____

(Indicate the name of the Bank)

Signature of Tenderer(s)

024-

PROFORMA OF BANKER'S REPORT

Ref.: _____

Date: _____

To,

GM/EL/TS

Dedicated Freight Corridor Corporation of India

New Delhi-110001 , India

Sub:- Tender No. _____ for Supply and Commissioning of 2 nos. of Bi Directional self- propelled Utility Track Vehicles (UTV) for EDFC and WDFC along with AMC for 3 years post expiry of 2 years warranty period.

We understand that M/s. _____ Intend to bid for subject tender. In this connection, we are pleased to provide you with the following information on said firm.

That M/s _____ (Firm's complete address to be mentioned here) has had a long standing relationship with this Bank since _____ (the year to be mentioned here) and has been maintaining satisfactory relationship with our bank.

That M/s. _____ has proved themselves as a reliable and trustworthy partner with a good financial standing.

That in our opinion M/s. _____ has sufficient equity means and liquid assets as well as access to credit lines & other financial means to meet all contractual obligations under the subject tender.

Date _____ Signature _____

Place _____ Printed Name _____

Witness _____ (Designation) _____

Bank's Common Seal



Annexure-VIII

Details of works completed in last three financial years including current financial year

S.N o.	Name of work	Acceptance letter no.	Date of Acceptance letter	Organization for whom work is being done	Final cost of work	Date of commence ment of work	Date of Actual completion of work	Certificate/ Credential available at Page No.	Remarks
1	2	3	4	5	6	7	8	9	10

NOTE:-

The tenderer/s must attach performance certificate issued by the organizations for whom the work was carried out.

The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be duly attested by a gazetted officer.

Signature of the Tenderer/s:-

Form of Agreement

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

This agreement is made on this Day of 2022 BY AND

BETWEEN Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a company incorporated under the companies Act, 1956 and having its office at Supreme Court Metro Station Building, Pragati Maidan, New Delhi 110001 (hereinafter referred to as “EMPLOYER” which expression shall, where the context admits, include its successors and assigns) OF THE ONE PART

AND

M/s having its office at (hereinafter referred to as “**The Bi Directional self-propelled UTV machine supplier**” which expression shall, where the context admits, include their legal heirs, executors, administrators, successors and assigns in business) **OF THE OTHER PART.**

WHEREAS: -

1. The Employer is desirous that certain works should be executed by the Bi Directional self-propelled UTV machine supplier viz. Tender No. (hereinafter called “the works”, and has accepted a Bid by the Bi Directional self-propelled UTV machine supplier for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement in the following order of priority:
 - g) The letter of acceptance
 - h) The contract agreement (if completed)
 - i) The notice inviting tender / instructions of Tenderers
 - j) Special condition of Contract
 - k) General conditions of Contract
 - l) Bill of Quantities
3. In consideration of the payment to be made by the Employer to the UTV Machine Supplier as hereinafter mentioned, the UTV Machine Supplier hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respect with the provision of the contract.
4. The Employer hereby covenant to pay the Bi Directional self-propelled UTV machine supplier 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

Where of the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the
addressAuthorized signatory)

(Name, Designation and
of the authorized signatory)

Signed for and on behalf of the Bi Directional
self-propelled UTV machine supplier in the
Presence of:

Employer in the presence of:

Witness:

1.

Witness:

1.

2.

2.

Name and address of the witnesses to be indicated.



PRE CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

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

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

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



Commitments of the CLIENT

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for 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], inexchange 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 BIDERs 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 defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not sue improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956,
- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

4. **Previous Transaction**

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

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

0002

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

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

8. **Independent Monitors**

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

9. **Facilitation of Investigation**

In case of any allegation of violation of any provision 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 performances 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 up to 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A], including warranty period, whichever is later. In case [A] is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the [B].

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

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

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

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

Witness

1.

1.

2.

2.

Note :

[A] – To be replaced by BIDDER/Supplier as the case may be.

[B] – To be replaced by Contract/Supply Contract as the case may be.



ANTI-PROFITEERING DECLARATION

TO WHOMSOEVER IT MAY CONCERN

Iageyears, Son/Daughter of, resident ofdo solemnly affirm and state as under:

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



- 6) That I declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil it could result in penalties under the law.
- 7) I confirm that I am aware of the implication of the above undertaking and our liability on account of incorrect/misleading declaration under the GST Laws.

Signature of the Authorized signatory/ person

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

Name of the Organization and Seal

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

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No. _____ Date: _____

To

GM/EL/TS

Dedicated Freight Corridor Corporation Of India Limited.

Ministry of Railways,

NEW DELHI-110 001

Dear Sir,

Sub.: GM/EL/TS, DFCCIL Tender No.: _____

We _____ an established and reputable manufacturers of _____
_____ having factories at _____ do hereby authorize M/s _____ (name and address
of Agent) to represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender
No. _____.

**“However the Order shall be placed directly on us and we undertake responsibility for successful
execution of such contract.”**

No company/firm or individual other than M/s _____ are authorized to represent us in
regard to this business against this specific tender.

Yours faithfully,

(Name)

for & on behalf of M/s _____

(Name of Manufacturer)

Note:

This letter of authority should be on the letter-head of the manufacturing concern and should be signed
by a person competent and having the power of attorney on behalf of the manufacturer.

ANNEXURE – XIV

PROFORMA FOR PERFORMANCE STATEMENT

(For a period of last 5 years)

Tender No.....Date of opening.....Time.....Hours.....

Name of the Firm

Sr. No.	Order placed by (Full Address)	Order No. & Date	Description & quantity of stores ordered	Value of order	Date of completion of delivery As per actual contract	Remarks indicating reasons for late delivery, if any.	Has the equipment been satisfactorily commissioned and is it giving trouble free service?

Signature and seal of the
Manufacturer/Tenderer.



PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Tender No. ----- Date of opening ----- Time ----- Hours -----

Name of the firm -----

Note: - All details required only for the items tendered.

1. Name and full address of the firm.
2. Telephone & Telex No. Office/Factory/Works.
3. Telegraphic address.
4. Location of the manufacturing factory.
5. Details of Industrial License, wherever required as per statutory regulations.
6. Details of Plant & Machinery erected and functioning in each Deptt. (Monographs & description pamphlets be supplied, if available)
7. Details of the process of manufacture in the factory in brief.
8. Detail & stocks of raw material held.
9. Production capacity of items quoted for, with the existing plant & machinery.
Normal. Maximum.
10. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
11. Details of staff:

Details of technical supervisory staff-in charge of production & quality control
Skilled labour employed

Unskilled labour employed

Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.

12. Whether stores are tested to any standard specification, if so, copies of original test certificates should be submitted in triplicate.
13. Are you registered with the Directorate General of Supplies & Disposals, New Delhi, India. If so, furnish full particulars of registration, period of currency etc.
14. Are you a Small Scale Unit, registered with the National Small Industries/Corporation Ltd., New Delhi, India. If so, furnish full particulars of registration, currency period etc.

Signature and seal of the
Manufacturer/Tenderer



END
OF
DOCUMENT



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C. B. 11