



Dedicated Freight Corridor Corporation of India Limited

(A Government of India Enterprise under Ministry of Railways)

E-Tender Document

FOR

Name of Work: Repairing, Refixing /Replacement & Maintenance of Signalling and Telecommunication Gears/Equipment and other related work in Kishangarh Balawas-Madar Section of Western Dedicated Freight Corridor (WDFC) under GM/Co-ordination/JP.

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

Tender No. JP-SNT-MT-01-20-21

(Participation through e-Tender only)

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

September 2020

**Dedicated Freight Corridor Corporation of India Ltd.
C-16, Khushi Vihar, Patrakar Colony,
Mansarovar, Jaipur - 302020**

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CHECK LIST

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

S N	Description	Done or Not
1.	Rates have been quoted for All schedules items in terms of percentage on https://www.ireps.gov.in	
2	Declaration regarding no relative being employed on DFCCIL as Annexure- VI has been filled.	
3	Address for correspondence has been given at Section 2 Para 2.2, and Envelope has been addressed accordingly.	
4	Tenderer's General information filled up in Annexure -I <u>with attached documents/proof page marked/indicated.</u>	
5	All the Annexures from Annexure-A to Annexure-C & Annexure -I to Annexure -X properly filled up and relevant documents attached and indicated in Annexures, <u>where asked.</u>	
6	Earnest Money Deposit as per NIT/ Clause No. 3.1.4 of Section-3 has been attached.	
7	Company seal should be put.	
8	The tender shall be accompanied with the following: -	
	(i) Copy of Earnest Money Deposit as per NIT/ Clause No. 3.1.4 of Section-3 has been attached.	
	(ii) Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as <u>per Tender Notice.</u>	
	(iii) Certificate of Registration of Company, in case of a Company.	
	(iv) Partnership deed/ resolution as applicable has been <u>attached.</u>	
	(v) Power of Attorney as applicable has been attached.	
	(vi) GST Registration Certificate.	
	(vii) Any other relevant documents have been attached.	
9	The tender document uploaded online, should be duly signed by the Tenderer. Any loose paper/ documents submitted separately shall not be considered as part of tender offer.	
10	RATES TO BE QUOTED ONLINE ONLY on https://www.ireps.gov.in	



डेडीकेटेड फ्रेट कॉरीडोर कार्पोरेशन ऑफ इण्डिया लि.
Dedicated Freight Corridor Corporation of India Ltd.

भारत सरकार (रेल मंत्रालय) का उपक्रम
A Govt. of India (Ministry of Railways) Enterprise

Forwarding letter by Tenderer(s)

To,
General Manager/Co-ordination
DFCCIL, Jaipur.

Name of Work: Repairing, Refixing /Replacement & Maintenance of Signalling and Telecommunication Gears/Equipment and other related work in Kishangarh Balawas-Madar Section of Western Dedicated Freight Corridor (WDFC) under GM/Co-ordination/JP.

Ref:

1. I/We..... have read the various conditions of tender attached hereto and hereby agree to a Tenderer by the said conditions. I/We also agree to keep this tender single packet open tender for acceptance for a period of **90 days** from the date fixed for opening the same and if I/We 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 abide by the Terms & Conditions of the Contract and to carry out the work according to the Scope of Work and Terms and Conditions of Contract as laid down by the DFCCIL Administration for the execution of present contract.
2. A sum of **Rs. 2,16,800/-** (Rs. Two Lakh Sixteen Thousand Eight Hundred only) is being deposited as Earnest Money online through payment gateway on www.ireps.gov.in. 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 Administration 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.
3. 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 30 days from the date of issue of letter of acceptance and before signing of the agreement.
4. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Witness

Signature of Tenderer(s)/Tenderer(s)

Witness's Name & Address

Tenderer(s)/Tenderer(s)'s Name & Address

Instructions to Bidders for Online bidding

General:- Submission of Online Bids is mandatory for this Notice Inviting E-Tender. E - Tendering is new methodology for conducting Public Procurement in a transparent and secured manner. Supplier/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL has decided to use the website (<https://www.ireps.gov.in>). The tenderer/bidders must have Class-III Digital Signature Certificate & must be 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 and tender fees & EMD deposit on offline.
- 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. 'Vender 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. K.K.Thakur
Telephone/Mobile No.	9001823332
E-mail ID	kkthakur@dfcc.co.in

DFCCIL Contact- 2	Sh. Akshay Kaushal
Telephone/Mobile No.	8368107360
E-mail ID	akaushal@dfcc.co.in

DFCCIL Contact- 3	Sh. Rakesh Gupta
Telephone/Mobile No.	9358897776
E-mail ID	rgupta26@dfcc.co.in

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 E.P.F. registration.
- 7.10 Copy of ESI Certificate.
- 7.11 Copy of GST registration no.
- 7.12 Certificate for non near relative in DFCCIL.
- 7.13 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. 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.



डेडीकेटेड फ्रेट कॉरीडोर कार्पोरेशन ऑफ इण्डिया लि.

भारत सरकार (रेल मंत्रालय) का उपक्रम

Dedicated Freight Corridor Corporation of India Ltd.

A Govt. of India (Ministry of Railways) Enterprise

1. SECTION 1:

NOTICE INVITING E-TENDER (NIT)

1	E-Tender No.	JP-SNT-MT-01-20-21
2	Name of Work	Repairing, Refixing /Replacement & Maintenance of Signalling and Telecommunication Gears/Equipment and other related work in Kishangarh Balawas-Madar Section of Western Dedicated Freight Corridor (WDFC) under GM/Co-ordination/JP.
3	Estimated Cost of Work	Rs. 1,08,38,481.55/- (Rs. One Crore Eight Lakh Thirty Eight Thousand Four Hundred Eighty One and Fifty Five paisa Only) inclusive of GST
4	Duration of Contract	12 (Twelve) months
5	Type of Tender	Open E-Tender Single Packet
6	Cost of Tender Document (Non-Refundable)	Rs. 5000/- plus GST @ 18%= Rs. 5900/- 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. 2,16,800/- (Rs. Two Lakh Sixteen Thousand Eight Hundred 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	Uploading of NIT and Tender Document	05.09.2020 at 11:30 hrs. on www.ireps.gov.in
9	Last Date & Time of Submission of Tender (Online)	09.10.2020 up to 15:00 hrs. on www.ireps.gov.in
10	Date and time of Online opening of bid	09.10.2020 at 15:30 hrs. on www.ireps.gov.in
11	Validity of offer	90 days from the date of opening of tender.
12	Defect Liability Period	60 days after successful completion of this Contract.
13	Address of Communication	Office of the General Manager/Co-ordination, Dedicated Freight Corridor Corporation of India Ltd. C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur - 302020. Tel: 0141-7196245, Website: www.dfccil.com

14	Help Desk for E-Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature , contact at Help desk of www.ireps.gov.in and phone No.-011-23761525
15	Availability of Tender Documents	The Tender documents can be downloaded from www.ireps.gov.in Tenderer who wishes to view free Notification and Tender Documents can visit www.ireps.gov.in DFCCIL may issue Addendum (s)/Corrigendum (s) to the Tender document, if any, which shall be issued at least seven days in advance of date of opening of tender and placed on the website www.ireps.gov.in only.

Note-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 90 days from the date of opening of the tender, and extended further if required from time to time. The Contractor cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Earnest Money 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.

General Manager/Co-ordination
DFCCIL, Jaipur

2. SECTION: 2**Invitation for Tenders****Dear Sir,**

.....

General Manager/Co-ordination, DFCCIL, Jaipur, for and on behalf of DFCCIL invites, Tenders in Single Packets Open E-Tender system, from the tendering firms to carry out Repairing, Refixing /Replacement & Maintenance of Signalling and Telecommunication Gears/Equipment and other related work in Kishangarh Balawas-Madar Section of Western Dedicated Freight Corridor (WDFC) under GM/Co-ordination/JP.

2.1 SCOPE OF WORK

2.1.1 The contractor/agency shall be required to carry out the Repairing, Refixing /Replacement & Maintenance of Signalling and Telecommunication Gears/Equipment and other related work in Kishangarh Balawas-Madar Section of Western Dedicated Freight Corridor (WDFC) under GM/Co-ordination/JP for one year. (As per SECTION –6) and clause 5.2 of the tender document.

2.2 KEY DETAILS OF THE TENDER ARE AS UNDER-

1	E-Tender No.	JP-SNT-MT-01-20-21
2	Name of Work	Repairing, Refixing /Replacement & Maintenance of Signalling and Telecommunication Gears/Equipment and other related work in Kishangarh Balawas-Madar Section of Western Dedicated Freight Corridor (WDFC) under GM/Co-ordination/JP.
3	Estimated Cost of Work	Rs. 1,08,38,481.55/- (Rs. One Crore Eight Lakh Thirty Eight Thousand Four Hundred Eighty One and Fifty Five paisa Only) inclusive of GST
4	Duration of Contract	12 (Twelve) months
5	Type of Tender	Open E-Tender Single Packet
6	Cost of Tender Document (Non-Refundable)	Rs. 5000/- plus GST @ 18%= Rs. 5900/- 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. 2,16,800/- (Rs. Two Lakh Sixteen Thousand Eight Hundred 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	Uploading of NIT and Tender Document	05.09.2020 at 11:30 hrs. on www.ireps.gov.in
9	Last Date & Time of Submission of Tender (Online)	09.10.2020 up to 15:00 hrs. on www.ireps.gov.in
10	Date and time of Online opening of bid	09.10.2020 at 15:30 hrs. on www.ireps.gov.in
11	Validity of offer	90 days from the date of opening of tender.
12	Defect Liability Period	60 days after successful completion of this Contract.
13	Address of Communication	Office of the General Manager/Co-ordination, Dedicated Freight Corridor Corporation of India Ltd. C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur - 302020. Tel: 0141-7196245, Website: www.dfccil.com
14	Help Desk for E-Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature , contact at Help desk of www.ireps.gov.in and phone No.-011-23761525
15	Availability of Tender Documents	The Tender documents can be downloaded from www.ireps.gov.in Tenderer who wishes to view free Notification and Tender Documents can visit www.ireps.gov.in DFCCIL may issue Addendum (s)/Corrigendum (s) to the Tender document, if any, which shall be issued at least seven days in advance of date of opening of tender and placed on the website www.ireps.gov.in only.

2.2.2 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).

2.2.3 Tender documents should be downloaded from the website address <https://www.ireps.gov.in>. Tender documents shall also be available on the official web site of DFCCIL i.e. www.dfccil.com.

3. **SECTION 3**

Information and Instructions to Tenderer(s)

3.1 INFORMATION

- 3.1.1 E-Tender has been invited under 'single packet' system.
- 3.1.2 The tenderer(s) can download the Bid document online from the website address <https://www.ireps.gov.in> as per the date & timing mentioned in SECTION –I of the bid document.
- 3.1.3 Tender document are also available on DFCCIL's official website i.e. www.dfccil.com.
- 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/Jaipur bank account for making payment by RTGS are as under:

Name	CPM DFCCIL Jaipur
Bank account number	369201010054636
IFSC code	UBIN0536920
Bank Name	Union Bank of India
Bank Branch	Bapu Nagar, Jaipur (Rajasthan)

- 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 sign 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 Annexure-I
- 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 rates online on <https://www.ireps.gov.in>, Tender(s) are expected to take into account the requirement and conditions of the tender documents.
- 3.1.12 A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the

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

- 3.1.13 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 and also published in newspapers. The offers received without such corrigenda published shall be liable to be rejected.
- 3.1.14 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.
- 3.1.15 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 tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public, or by Magistrate in favor of the specific person whether he/they be partner/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
- 3.1.16 **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 through online mode only at www.ireps.gov.in. Tender submitted by any other mode will not be accepted.
- 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 on 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.

3.3 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 The Tenders submitted/received after the time and date fixed for receipt of Tenders as set out in the documents are liable to be rejected.
- 3.3.3 Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever.
- 3.3.4 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.
- 3.3.5 On the date specified in the tender notice, the rates of all tenderer(s) will be available online.

6.4 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 The agency will be awarded initially work for period specified vide clause 2.2 of tender document.
- 3.4.5 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 90 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 COST OF TENDER DOCUMENT

- 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 before the scheduled date and time of submission of the tender will be summarily rejected.
- 3.6.3 Tender processing fee as per applicable rates on IREPS portal, payable through the e-payment gateways is non-refundable.
- 3.6.4 All Micro and Small Enterprises (MSEs) who are having Udyog Aadhaar 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 Aadhaar 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.

3.8 ELIGIBILITY CRITERIA

- 3.8.1 The tenderer must submit the documents in favour 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.

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 "TENDER'S GENERAL INFORMATION" as per (Annexure-I).
- 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/Co-ordination, DFCCIL C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur 302020, 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) have to quote a single flat percentage above or below (in both words & figures) the rates given in schedule. This flat percentage will be applicable for all the items in schedule.
- 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.

3.12 ENGAGEMENT OF MANPOWER

- 3.12.1 Manpower/Personnel provided in requisite category should possess the minimum qualification and experience as detailed in Annexure-B and must also have good behavior and unblemished record and character.

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 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 7 days of receipt of notice by the DFCCIL Administration 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 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.

4. 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 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”/ “Engineer” as used in the tender papers shall mean Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL) & such expression shall also include its legal successors and permitted assignees. General Manager/Co-ordination/DFCCIL/Jaipur will act as “Employer” in this tender.
- 4.1.2 “Officer”/ “Officer-in-charge”/ “DFCCIL's representative” of the work shall mean the DFCCIL Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- 4.1.3 The “Contract” shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- 4.1.4 The “Contractor/ Tenderer(s)” shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assignees of such individual or firm or company.
- 4.1.5 The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.
- 4.1.6 The “Contract time” means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- 4.1.7 A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 4.1.8 A “month” shall mean a calendar month.

- 4.1.9 A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- 4.1.10 “Client” means Dedicated Freight Corridor Corporation of India Limited.
- 4.1.11 “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- 4.1.12 “Data Sheet” means such part of the Instructions to Tenderer(s) used to reflect specific assignment conditions.
- 4.1.13 “Day” means calendar day.
- 4.1.14 “Government” means the Government of India.
- 4.1.15 “Personnel” means professionals and support staff provided by the Contractor(s)/Tenderer(s) and assigned to perform the Services or any part thereof;
- 4.1.16 “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- 4.1.17 “Proposal” means the Technical Proposal and the Financial Proposal.
- 4.1.18 “RFP” means the Request for Proposal prepared by the Client for the selection of Tenderer(s).
- 4.1.19 “Services” means the work to be performed by the Tenderer(s) pursuant to the Contract.
- 4.1.20 “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Tenderer(s), and expected results and deliverables of the assignment.
- 4.1.21 “Applicable Law” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- 4.1.22 “Excepted Risks” are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- 4.1.23 “GCC” mean the General Conditions of Contract.
- 4.1.24 “Letter of Acceptance” means the formal acceptance letter from the DFCCIL of the Tender.
- 4.1.25 “Local currency” means the currency of Government of India.
- 4.1.26 Engagement of Manpower/Personnel under requisite category will be on actual requirement basis.
- 4.1.27 "DFC" means DFCCIL/Jaipur unit.
- 4.1.28 “IMD” means Integrated Maintenance Depot.
- 4.1.29 “IMSD” means Integrated Maintenance Sub-Depot
- 4.1.30 “ALH/TH” means Auto-Location Hut/Telecom-Hut.

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 first-hand 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 DFCCIL's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCCIL:
- 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;
 - c) will declare a firm 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 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, telegram 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 and Hindi, which shall be 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:-

- 4.8.1 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 **CPM, DFCCIL, Jaipur**. 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 upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15 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 at the 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.
- d) The value of PG to be submitted by the Contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of contract increases by more than 25% of the original contract value, an additional Performance Guarantee amount to 5% (five Percent) for the excess value over the original contract value should be deposited by the contractor.

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 10% 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
- 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 Deposit 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 The Security Deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after completion of defect liability period i.e after 60 days of the satisfactory completion of the work.

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 extant 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.

4.14.2 The tenderers should satisfy the following minimum eligibility criteria as under:-

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

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

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

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

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

B. Technical capability:

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

Sr. No.	Technical Capability	Requirement
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). Similar nature of work in this tender is:-</p> <p>“To carry out the work related to Repairing/ Refixing/ Replacement/ Construction/ Maintenance of Signalling Assets in Indian Railways or</p>	<p>At least one single similar nature of work for a minimum value of 35% of advertised tender value of work. 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>

	in Railway PSUs like RVNL, IRCON, RITES, DFCCIL etc. or in any other reputed Govt. organization.”	
2(a)	The registration for ESI, EPF, GST, PAN No.	a) Valid Registration certificates and documents are to be enclosed. Tender document received without valid document/ certificate/ enclosures will be summarily rejected. b) Affidavit as per Performa is to be enclosed. Performa of Affidavit is given in Annexure-III of the bid document. Tender document received without valid document/ Affidavit will be summarily rejected.
2(b)	Affidavit that the firm has not been black listed for business by any Government/ PSU/ Public Limited Company and Reputed firms/organizations or /and that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance.	
2(c)	Registered under Contract Labour (Regulation & Abolition) Act -1970	

C. Financial Capability:

Sr. No.	Financial Capability	Requirement
1.	The Tenderer(s) should have received a total contractual amount during the last three financial years and in the current financial year.	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

4.14.3 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.

4.14.4 In reference to 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 4.14.2 and such certificate should clearly brought out following details: -

- a) Name of Agency issuing a certificate.
- b) Date of issue of certificate.
- c) The name of Work.
- d) The Acceptance letter no.
- e) The date of issue of Acceptance letter.
- f) Agreement no.
- g) Date of execution of Agreement.

- h) Date of original Completion of Work as per Acceptance Letter.
- i) Date of Actual completion of Work.
- j) 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.

- 4.14.5 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.
- 4.14.6 All documents submitted (online) with the tender should be duly attested.
- 4.14.7 Certificates from Private individuals for whom such works are executed/being executed will not be accepted.
- 4.14.8 Each tenderer has to satisfy the eligibility criteria for technical capability, competence as well as for financial capacity and organizational resources as specified in the tender documents to qualify for consideration of bid submitted by tenderer(s).
- 4.14.9 There should not be any unsatisfactory performance report of the Contractor from any source.
- 4.14.10 Tenderer(s) may please note that their offers will be evaluated as per the credentials/ documents attached by the tenderer(s) along with the tender

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 DFCCIL. 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 DFCCIL

- 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 Tenderer(s) 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 Tenderer(s) 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 Tenderer(s) 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 Tenderer(s) 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 by the hired manpower.

4.20 OTHER TERMS AND TERMINATION

- 4.20.1 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 One year extendable for One year at a time with written mutual consent on existing terms and conditions or new terms and condition to be decided at the time of such extension.
- 4.20.2 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 15 days written notice.
- 4.20.3 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 4.20.4 In performing the terms and conditions of the contract, the Tenderer(s) shall at all times act as an Independent Tenderer(s). The contract does not in any way create a relationship of principal and agent between DFCCIL and the Tenderer(s). The Tenderer(s) 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 Tenderer(s) shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

4.21 LAWS AND REGULATIONS:

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

4.22 INCOME TAX

- 4.22.1 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.

4.23 GST

- 4.23.1 GST as admissible shall be paid as applicable on submission of proof of depositing the same by the contractor to concerned Govt. authority. Any modification in tax provision in future by Govt. will be binding on contractor & DFCCIL.

4.24 PERMITS, FEES, TAXES & ROYALTIES

- 4.24.1 Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes of Govt. including GST. However, the GST liability on the Contractor will be governed by clause 4.23 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.

4.25 STATUTORY INCREASE IN DUTIES, TAXES ETC

- 4.25.1 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.

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

4.26.1 If the Firm/Contractor

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

- 4.26.2 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).

4.27 DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT

- 4.27.1 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.

4.28 LABOUR RULES

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

4.29 COMPLIANCE OF VARIOUS ACTS:

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

4.30 CHILD LABOUR (PROHIBITION AND REGULATION) ACT- 1986.

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

4.31 SETTLEMENT OF DISPUTES

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

4.31.2 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Tenderer(s) to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from Both the sides and

concerted efforts shall be made for reaching amicable settlement of disputes or differences.

4.32 CONCILIATION/ARBITRATION

- 4.32.1 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.
- 4.32.2 If the Tenderer(s) is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Tenderer(s) may refer to the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
- 4.32.3 Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case the Employer decides to appoint a Sole Conciliator/ Sole Arbitrator, then a panel of at least three names will be sent to the Tenderer(s). Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Tenderer(s) shall suggest minimum two names out of this panel for appointment of Sole Conciliator /Sole Arbitrator. The Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Tenderer(s).
- 4.32.4 In case, the Tenderer(s) opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Tenderers may refer to the General Manager/Co-ordination/Jaipur as Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the General Manager/Co-ordination/Jaipur as Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 4.32.5 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.
- 4.32.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 4.32.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 4.32.8 The fees & other charges of Conciliator/Arbitrator shall be as per scales fixed by the Employer & shall be shared equally between the Employer & the Tenderer(s).

4.33 AWARD TO BE BINDING ON ALL PARTIES

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

4.34 SUBSTITUTE ARBITRATORS

- 4.34.1 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.

4.35 INTEREST ON AWARDED AMOUNT

- 4.35.1 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.

4.36 SETTLEMENT THROUGH COURT

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

4.37 EXCEPTION

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

4.38 JURISDICTION OF COURTS

- 4.38.1 Jurisdiction of courts for dispute resolution shall be Jaipur only.

4.39 MSME

- 4.39.1 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.

5. SECTION 5

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

Name of work: Repairing, Refixing /Replacement & Maintenance of Signalling and Telecommunication Gears/Equipment and other related work in Kishangarh Balawas-Madar Section of Western Dedicated Freight Corridor (WDFC) under GM/Co-ordination/JP.

5.1 INTRODUCTION: -

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

5.2 DETAILED SCOPE OF WORK

A. For Schedule items at Sr. No. 1 to 25 (Section-6 “Schedule of Approximate Quantities”)

- 5.2.1 To carry out the work on ‘as & when required basis’ for Schedule items at Sr. no. 1 to 25, detailed in Section-6 “**Schedule of Approximate Quantities**” of this Tender document.
- 5.2.2 The work shall be executed at 09 WDFC Stations, 09 Block Sections & IR Connecting lines in a total stretch of approximately 300 Km under the Jurisdiction of GM/Co-ordination/JP as per requirement/instruction of DFCCIL site-incharge.
- 5.2.3 Tentative Locations where the work need to be executed on ‘as & when required basis’ is tabulated below:-

Sr. No.	WDFC Station	WDFC Station Code	Block Section	IR Connecting Line
1	New Rewari	REJN	REJN-AELN	REJN-Kishangarh Balawas IR Station (KGBS)
2	New Ateli	AELN	AELN-DBLN	AELN-Kathuwas (IR)
3	New Dabla	DBLN	DBLN-BAGN	-
4	New Bhagega	BAGN	BAGN-SMPN	-
5	New Shrimadhopur	SMPN	SMPN-PMPN	-
6	New Pacharmalikpur	PMPN	PMPN-FLN	FLN-Hirnoda (IR)
7	New Phulera	FLN	FLN-SKNN	FLN-Phulera (IR)
8	New Sakhun	SKNN	SKNN-KSGN	-
9	New Kishangarh	KSGN	KSGN-Madar (MD)	-

- 5.2.4 The work shall be done as per instruction issued by DFCCIL site-incharge. DFCCILs SSOD (Standard Schedule of Dimensions) shall be followed to avoid any infringement during execution of work at the site.
- 5.2.5 The Contractor shall ensure the safety of existing assets like cables etc. during the activities like trenching, cable laying etc. and if, any of the existing cables gets damaged during the work, the repairing /replacement of the same shall be done by the Contractor at his own cost.
- 5.2.6 The Contractor shall ensure to take all safety measures during the execution of the work.
- 5.2.7 The Contractor shall arrange the space for storage & inspection of the material at his own cost or will request DFCCIL to allot the space at any of the WDFC stations/IMD/IMSD given in para 5.2.3 above. However, responsibility regarding safety & security of the stored material shall vest with the Contractor only.
- 5.2.8 Equipment/material in the schedule where RDSO/IS specification has not been stipulated, shall be procured from manufacturers of repute/ their authorized dealers/ approved source.
- 5.2.9 All the materials to be supplied by the Contractor need to be supplied at the nominated work sites as required and instructed by DFCCIL site incharge. The loading, unloading and transportation of these materials to the site of work will have to be done by the Contractor at its own cost. The security of the material brought to the site of work will remain with the Contractor till the material taken over are duly erected and accepted by the DFCCIL.
- 5.2.10 All the material and workmanship to be used in this work shall be of extremely good quality, reputed make and shall have appropriate class in every respect and is expected to give trouble free service. DFCCIL shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship or otherwise not in accordance with the Specification and the DFCCIL's decision shall be final, even though they might have been inspected by RDSO/RITES. The Contractor shall remove forthwith any such material rejected and replace them promptly at his own cost.
- 5.2.11 Approved Design/Drawings shall be made available to the successful tenderer on request, to identify the location of existing S&T cables and other equipments, wherever required, during the execution of work like trenching/laying/connection of Power Cables and earthing through BEC etc. at the site as per requirement, so as to ensure that no damage is done to healthy cables and other S&T gears/equipments. DFC representative shall assist the successful tenderer to interpret the drawings and specifications.
- 5.2.12 After the issue of the Acceptance letter, the successful tenderer shall inform the concerned Dy.PM/APM/S&T of DFCCIL as per their respective jurisdiction, prior to start any execution of work at any location.
- 5.2.13 Before carrying out the digging, trenching or any other earth related works, the Contractor shall ensure to locate & safeguard the known and unknown underground utilities by using an pre-approved scanning Equipment. The Equipment to be used for scanning shall be got approved from DFCCIL.

- 5.2.14 Following officials shall be the Jurisdiction wise **Site In-charge of work** for inspection of material, certification of execution of work & filling of the measurement book to be issued by DFCCIL:

Sr. No.	Jurisdiction	DFCCIL Site-Incharge
1	Kishangarh Balawas IR Station (KGBS)-REJN-DBLN	APM/Dy. PM/S&T/REJN
2	DBLN-PMPN	APM/Dy. PM /S&T/SMPN
3	PMPN-SKNN	APM/Dy. PM /S&T/FLN
4	SKNN-MD	APM/Dy. PM /S&T/KSGN

B. For Schedule items at Sr. No. 26 to 27 (Section-6 “Schedule of Approximate Quantities”)

- 5.2.15 The Contractor/agency shall provide the MTS/Helper, Fitter/Blacksmith between Kishangarh Balawas- New Rewari-New Kishangarh- Madar Section or at any other office/site of DFCCIL, at the agreed rates and terms & conditions. The detailed scope of services, skills/experience and the tentative number of outsourced personnel required and their tentative deployment is given at **Annexure-A, B & C** respectively of the Bid document.
- 5.2.16 It shall be the responsibility of the Contractor/Agency to verify the qualification and experience of the outsourced manpower deployed for the job as per Annexure-B. Candidates will be examined for performing the defined functions by DFCCIL and DFCCIL reserves the rights to verify and check the credentials and qualification of the outsourced personnel deployed by the Contractor. If during the course of engagement of any hired manpower, it comes to notice that he/she has misrepresented the fact about his/her qualification/ experience, the Contractor will have to terminate the service of such staff immediately and shall provide suitable replacement within 07 days’ time.
- 5.2.17 **Confidentiality Clauses:** - The Contractor/Agency and his personnel shall not, either during the term or after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the DFCCIL’s business or operations without the prior written consent of the DFCCIL.
- 5.2.18 If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 7 days to the Contractor to take necessary action to improve the performance of outsourced personnel and if the performance does not improve even after 7 days of such communication, the Contractor shall provide additional list of eligible/ Suitable candidates for replacement to DFCCIL within 07 days’ time failing which the remuneration for delayed period in respect of such person will be deducted from amount due to firm/ agency.
- 5.2.19 The Contractor/Agency/firm shall be liable for and pay salaries and shall also undertake to comply with all statutory liabilities like PF, Compensation etc. including payment/ contribution towards all statutory dues connected and/or related to the employment of the deputed sent to DFCCIL and shall keep the DFCCIL indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirement and subject to deduction

of any tax or other amounts as required by law or as provided herein.

- 5.2.20 The Contractor shall make disbursement of salary to the outsourced personnel in various categories, keeping in view the Minimum wages Act 1948 and other relevant Acts and provisions under Labour Laws. The copy of the payment scroll/ bank statement shall be submitted to DFCCIL with next bill as proof of such compliance.
- 5.2.21 The age of manpower deployed by the agency shall not exceed 55 year at any time throughout the contractual period, except up to 65 years in case when retired S&T Personnel from Railways/PSUs is engaged.
- 5.2.22 Police verification for background check of outsource staff is required to be done by the agency and same should be submitted to DFCCIL.
- 5.2.23 The normal area of duty of the outsourced manpower/staff shall cover the entire Jurisdiction of GM/Co-ordination/JP.
- 5.2.24 The Contractor shall be subject to providing the agreed services to the satisfaction of DFCCIL. In case the services of the Contractor are not found satisfactory, the same can be terminated by DFCCIL on giving of a notice of one month.
- 5.2.25 The Contractor shall not terminate the services of hired manpower/staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Contractor, such action should be taken only with approval of DFCCIL.

5.3 TIME SCHEDULE

- 5.3.1 The work shall be completed in 12 months from the date of issue of LOA (Letter of Acceptance). The period of engaging of outsource manpower/staff will be for the period of 12 (Twelve) months. The Contractor shall be expected to mobilize and engage outsourced manpower/staff immediately after receipt of “**Letter of Acceptance**”.

5.4 MODUS OPERANDI FOR ENGAGEMENT (For Schedule items at Sr. No. 26 to 27 (Section-6 “Schedule of Approximate Quantities”): -

- 5.4.1 The Successful Tenderer shall provide the list of shortlisted eligible/ suitable candidates to DFCCIL. Screening of candidate will be carried out by DFCCIL for suitability of works as prescribed in Annexure-A and only suitable candidates will be allowed for deployment.
- 5.4.2 Manpower/Personnel provided in requisite category should possess the minimum qualification and working experience as detailed in Annexure-B
- 5.4.3 In no way what so ever the relationship of employer and employee shall be established and entertained between the DFCCIL and the outsourced personnel engaged by the Contractor. The Contractor shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 5.4.4 The Contractor alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any

such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Contractor for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Contractor and the Contractor shall keep DFCCIL totally and completely indemnified against any such claim(s).

- 5.4.5 The Contractor shall maintain all registers required under various Acts, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 5.4.6 The attendance rolls for the personnel deployed by the Contractor at the sites of DFCCIL shall be provided by the Contractor and it shall be monitored by the Contractor. These attendance rolls shall be signed by the authorized representative of Contractor who shall get it verified by the designated officer of DFCCIL.
- 5.4.7 Notwithstanding anything herein contained, the Contractor will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Contractor or of any persons deployed by it pursuant to the Contract.
- 5.4.8 The Contractor must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.
- 5.4.9 The engagement of outsourced personnel shall be purely on temporary basis. The Contractor shall at all times make it absolutely clear to the outsourced personnel hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the Contractor and the staff in the circumstances provided herein above. The Contractor will have to provide suitable replacement acceptable to DFCCIL within 07 days' time.

5.5 PAYMENT TERMS:-

A. For Schedule items at Sr. No. 1 to 25 (Section-6 "Schedule of Approximate Quantities"):

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

B. For Schedule items at Sr. No. 26 to 27 (Section-6 "Schedule of Approximate Quantities"):

- 5.5.2 Payment shall be made on monthly basis for successful deployment of required number of outsourced manpower in requisite category as detailed in schedule items at Sr. No. 26 to 27, of Section-6 (**Schedule of Approximate Quantities**), at the accepted rate. Further, On-account payment will be permitted after submission of bill & filling of Measurement Book issued by DFCCIL, certification of the site In-charge for satisfactory work done by the Outsourced staff deployed at the site. The lump

sum amount payable by DFCCIL to the Service Provider shall include the remuneration payable to the outsourced person besides the margin/commission payable to the Contractor and applicable GST. GST will be payable only on total wages paid to the employees, not on margin/commission.

- 5.5.3 The consideration aforesaid will be paid by DFCCIL to the Contractor, against monthly invoices raised at the end of each month, by the Contractor in duplicate within 15 days.
- 5.5.3 Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL. The Contractor will not claim any compensation on account of same and will be paid as per actual Manpower deployed and rates specified in the tender document.
- 5.5.4 The Contractor shall make actual disbursement of salary to the outsourced personnel in various categories as per terms & conditions of bid. The service provider shall provide documentary evidence to the satisfaction of DFCCIL against submission of statutory payments with appropriate authority.
- 5.5.5 The Contractor will ensure that before raising the bill on DFCCIL for the service rendered by outsourced persons, the fee payable to outsourced person is paid on or before the 5th day of the following month and a proof of payment shall be annexed to the monthly bill.
- 5.5.6 In case the Contractor fails to pay the outsourced person within the above time frame the rate of penalty shall be imposed on payment of Agency's monthly payment as under: -
- i) For payment to the outsourced person within 10th of the following month – **Nil**
 - ii) For payment to the outsourced person after 10th and up to 20th of the following month – **2%** of the delayed payment **or** Rs. 2500/- **whichever is higher.**
 - iii) For payment to the outsourced person after 20th and up to 30th of the following month – **10%** of the delayed payment **or** Rs.5000/- **whichever is higher.**
- 5.5.7 The outsourced personnel should be in proper Safety PPE Kit. The Service Provider will provide at least one set of PPE Kit to each staff.

DFCCIL may provide Tools & Plants including specialized tools and plants at the request of the service provider on submission of bank Guarantee of Rs. 1 Lac. In case of damage/theft of Tools & Plant so provided, cost as determined with due depreciation factor by DFCC will be recovered from the Contractor. Cost of T&P and depreciation factor will be communicated to the service provider at the time of issuing of the same. BG will be returned after safe handing over of T&P by Contractor.

5.6 OBLIGATION OF THE CONTRACTOR

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

- 5.6.2 The Contractor shall comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
- 5.6.3 The Contractor shall adhere to and comply with all the laws that may be applicable to them and will extend all the benefits/privileges as applicable to person engaged /employed by them including that of PF, ESI, Workmen's compensation Act, Bonus, Gratuity, minimum wages Act and leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Contractor, the Contractor alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent for discharging the obligations under this contract. The Contractor shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to DFCCIL regarding such compliance if necessary and required as per extent laws.
- 5.6.4 The Contractor shall decide the modus operandi as to engage men by them rendering proper and efficient services and to confirm to the prescribed standards.
- 5.6.5 No relationship of employer and employee shall be entertained between the DFCCIL and the persons engaged by the Contractor. The Contractor shall ensure that all the persons employed by them should be efficient, skilled, honest and conversant with the nature of the work as required.
- 5.6.6 The Contractor alone shall have right to take disciplinary action against any person(s) engaged/ employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Contractor for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Contractor and Contractor shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 5.6.7 The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules as amended up to date and shall comply with all terms and condition thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this contract.
- 5.6.8 The Contractor shall maintain all registers required under various Acts, which may be inspected by DFCCIL as well as the appropriate authorities at any time.
- 5.6.9 The attendance roll for the personnel deployed by the Contractor at the premises of DFCCIL shall be provided by the Contractor and it shall be monitored by the Contractor. The attendance roll shall be signed by the proprietor of the Contractor or his authorized representative daily who shall get it verified by the designated officer of DFCCIL.
- 5.6.10 DFCCIL reserves the right to increase/decrease the number of manpower under different categories depending as per its requirement.

- 5.6.11 The outsourced personnel working at site should be in proper Safety PPE Kit. The Contractor will provide at least one set of such safety PPE kit to each staff.
- 5.6.12 In case the outsourced personnel deployed by the Contractor is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
- 5.6.13 Notwithstanding anything herein contained, the Contractor will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or laps on the part of the Contractor or of any persons deployed by its pursuant to the contract.
- 5.6.14 The Contractor is aware that the services similar to those covered by this contract are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
- 5.6.15 The Contractor must also be able to arrange for the replacement of the existing outsourced person, as per the instruction of DFCCIL.
- 5.6.16 The engagement of outsourced staff shall be purely on temporary and on contract basis. The Contractor shall at all times make it absolutely clear to the staff hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any staff hired for DFCCIL can be removed any time by giving notice to the Contractor and the staff in circumstances provided herein above. The Contractor will have to provide suitable replacement acceptable to DFCCIL within 7 days' time.
- 5.6.17 The services of the outsourced person engaged are liable to be transferred anywhere from one department to another and one place to another without any extra remuneration depending on exigencies of the work.
- 5.6.18 The outsourced person shall all the time maintain absolute integrity and devotion to duty and conduct himself/ herself in a manner conducive to the best interests, credits and prestige of DFCCIL.
- 5.6.19 The Contractor shall ensure that complete confidentiality is maintained by it and all its outsourced persons with regard to all information relating to DFCCIL, its premises, clients business, assets, affairs and employees and that neither the Contractor nor its persons will any time divulge or make known to any third parties, any trust, accounts, matters of transactions whatsoever pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention.
- 5.6.20 The Contractor shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/ or arising out of the failure of the Contractor to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.

- 5.6.21 It is mandatory that Contractor provides adequate insurance cover to the outsourced persons for death, disabilities, sickness etc. DFCCIL shall not be liable to pay or bear any premium/ compensation at any stage in respect of Insurance made by the Contractor to cover the risk (death, disability, sickness).
- 5.6.22 The Contractor shall provide identity cards bearing the photographs to the all outsourced persons deployed in DFCCIL at its own cost.
- 5.6.23 In case the outsourced personnel deployed by the Contractor is found to be involved in any illegal activities, he will be immediately replaced.
- 5.6.24 **Working Hours of hired staff** –Service provider shall provide the staff on all days of the month. The working hours of workman shall be 8 hrs in 24 hours, However, timings may be advised without any overall impact on the period of duty as per DFCCIL requirement.
- 5.6.25 All outsourced staff shall maintain Mobile phone at their own cost.
- 5.6.26 The Contractor shall nominate a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office so that the optimal services of the persons deployed by the agency could be availed without any disruption. No extra payment will be made by DFCCIL on this account.
- 5.6.27 The age of outsourced manpower deployed by the agency shall not exceed 55 year at any time throughout the contractual period, except up to 65 years in case when retired S&T Personnel from Railways/PSUs is engaged.
- 5.6.28 Police verification for background check of outsource staff is mandatory.
- 5.6.29 Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact nominated officer of DFCCIL Jaipur once a month to get a feedback on the services rendered by the contractor vis-a-vis corrective action required to make the services more efficient or any other related issues.
- 5.6.30 The contractor shall maintain at readily accessible place/site, First Aid appliances including adequate supply of sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be available during working hours.
- 5.6.31 Any damage, deterioration, loss caused to DFCCIL property due to negligence, carelessness on the part of the workmen employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, DFCCIL shall be within their rights to affect necessary recoveries from the Contractor's bill or through other means as per the law.
- 5.6.32 DFCCIL Administration shall not be responsible for any injury or loss of life or sickness of the workmen or of any individual involved in the contract (deployed by the agency/service provider/contractor) during the course of their duties or out of their duty hours. Any statutory liabilities which may arise shall be to the agency / contractor(s) / service provider's account.

- 5.6.33 The agency / service provider / contractor shall take out and keep in force a policy and policies of insurance against all liabilities and recognized risks in respect of accidents to persons employed by the contractor for the purpose of carrying out the works of this contract.
- 5.6.34 The agency / service provider /contractor should note this provision especially in respect of staff deployed by him and should take necessary insurance cover and safe guards against the recognized risks for his worker/staff. Any compensation to the staff because of accidents in their duties will be payable by the contractor to his workers/dependents.

5.7 RATES

- 5.7.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 5.7.2 All statutory taxes including GST and liabilities levied / leviable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.
- 5.7.3 For all the Schedule items detailed in Section-6 of the Tender document, the rates are inclusive of all taxes including GST.
- 5.7.4 For Schedule items at Sr. No. 26 to 27 in Section-6 of the Tender document, GST, as admissible shall be paid only on the actual wages paid to the employees as applicable on submission of proof of depositing the same to the concerned Govt. Authority. Any modification in tax provision in future by Govt. will be binding on the contractor and DFCCIL with immediate effect.
- 5.7.5 The agency / service provider / Contractor shall ensure contribution of required statutory minimum amount towards EPF (Employer and Employee's Contribution) and ESI for each person deployed of wherever applicable.
- 5.7.6 For Schedule items at Sr. No. 26 to 27 in Section-6 of the Tender document, any statutory increase in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time after submission of the tender, payment of minimum wages to the personnel deployed by the Contractor/Agency should be revised accordingly and the Contractor/Agency shall take care of all such notifications. DFCCIL shall not be liable for payment against any such statutory increase in the wages. The Contractor should keep this fact in mind while quoting the rate against the Schedule items of Section-6 (Schedule of Approximate Quantities). As on date the prevailing notification of Government of India, Ministry of Labour & Employment, Office of the Chief labour Commissioner (C) New Delhi for minimum wages (for various category of workers) is effective from May 2020.

5.8 QUANTITY VARIATION

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

5.9 PENALTY

Penalty for an amount of Rs. 500/- to Rs.2000/- depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions:

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

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

Type of Breaches	Amount (Rs.) of Penalty
Staff not in proper PPE kit	Rs. 50/- per staff per day
Staff turns up late	Rs. 50/- per staff per hour
Failure to Provide replacement in time	Rs. 100/- per staff per day
Failure in cleaning/dusting/wiping as instructed by Site Engineer/DFCCIL-representative.	Rs. 100/- per staff per day

5.10 Implementation of Integrity Pact in DFCCIL :-

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

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

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

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

5.12 Inspection- Quality Assurance at Site/Field: -

As per the requirement of Site Engineer of DFCCIL .

5.13 Other Facilities / Requirements:- If any, it shall be under Contractor's Scope.

5.14 Safety Requirements: - Uncompromising Quality and Safety standards are considered as part of work carried out at all Work Sites of DFCCIL and therefore Zero Tolerance towards non-compliance. Site activities require total compliance to safety procedures and guidelines as provided on I.R.GCC July-2014 & as per IRPWM. Accordingly, at all work sites where your personnel deployed, shall comply to Safety Procedures, Norms. All Contractor Staff/ Labour shall use PPE kit during working at site or travelling on DFCC vehicle for work.

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

5.16 Mandatory updation of Labour data on Railway's shramikkalyan portal by Contractor.

A. Contractor is to abide by the provision of payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website: www.Shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of portal shall be done as under:-

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the shramikkalyan portal with requisite details subsequent to issue of letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his letter of Acceptances (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

B. While processing payment of any "On Account bill" or Final bill or release of 'Advances' or Performance Guarantee/Security deposit' contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the

correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at www.shramikkalyan.indianrailways.gov.in till.....month.....year.

5.17 PAYMENT SCHEDULE

- 5.17.1 Payment shall be made on monthly basis for successful execution of work against the schedule items at Sr. No. 1 to 25, detailed in Section-6 (**Schedule of Approximate Quantities**) at the accepted rate. Further, On-account payment will be permitted after submission of bill in prescribed form to the CPM/DFCCIL in two copies duly certified by site In-charge and acceptable to DFCCIL/JP.
- 5.17.2 For Schedule items at Sr. No. 26 to 27, detailed in Section-6 (**Schedule of Approximate Quantities**), Payment shall be made on completion of the work to the satisfaction of DFCCIL Authority, as verified by the DFCCIL Authority where the person deployed have rendered the stipulated services, the agency/service provider/contractor shall be entitled for getting the due payments at the end of each month, by submitting their bills in prescribed form to the CPM/DFCCIL in two copies duly certified by the competent authority as per actual work done after necessary adjustment.
- 5.17.3 **On Account Payment**
- a) The Contractor shall be entitled to be paid from time to time normally once in a calendar month, by way of "On account" bills.
 - b) The Contractor shall submit the on-account bills, by the date stipulated by the DFCCIL, supported by pay sheets, proof of payments of employees, proof of payment of statutory deductions and other relevant documents pertaining to execution of work, if any. Without having submitted documentary proof, the on-account bill will not be processed and no payment will be made to the Contractor. Documentary proofs for a month may be submitted along with the bills of next month, if so, agreed by DFCCIL.
- 5.17.4 Payment shall be made after making required deductions towards taxes to be deducted at sources as per extant rules/law in force.

5.18 PAYMENT TO THE STAFF DEPLOYED

- 5.18.1 All staff deployed should have the saving bank account and the Service Provider has to ensure that the remuneration of staff should directly be credited to their respective bank account after completion of each month.

6. SECTION 6**Schedule of Approximate Quantities****Tender No:** JP-SNT-MT-01-20-21

Name of Work: *Repairing, Refixing /Replacement & Maintenance of Signalling and Telecommunication Gears/Equipment and other related work in Kishangarh Balawas-Madar Section of Western Dedicated Freight Corridor (WDFC) under GM/Co-ordination/JP.*

Sr.No.	Description	Unit	Qty.	Rate (in Rs.)	Amount (in Rs.)
1	Termination of Outdoor Cables (Main Cables /tail cables) at both ends in location boxes, cable termination rack in relay room, station building, generator room etc. The item includes dressing of cables and wires with dressing threads as per standard practice. All material required for this item will be supplied by contractor. The outdoor cable shall be terminated in Relay Room, DG Room, and ASM Room etc. under supervision and instructions issued by Engr. in charge of the work.	Per Conductor	600	6.61	3966.00
2	Digging of 1.2 mtr deep and 0.3 mtr wide trenches in all type of soils, including soft rock as per approved cable route plan and back filling the trench after laying of cables. It includes clearing of roots of trees and bushes and temporary obstructions on the selected cable route, ramming of soil and planting of cable marker at every 50 mtrs and at every locations where direction of trench changes. The item includes covering of laid cables by sieved soil upto 5 cm before covering by bricks. Where digging of 1.2 mtr depth is not possible or depth is reduced/increased as per instructions given by engineer incharge then payment will be decreased/increased proportionately to the depth of trench. Note: Cable trenching between Station Limit (i.e. from Distant to Distant Signals) should be done at distance of 3.0 mtrs (minimum) from centre line of track and Outside Station Limit, cable trenching will be done at distance of 5.5 mtrs(minimum) from centre line of track. If above mentioned minimum distances are not available at site then trenching will be done by contractor as per instructions issued by Site Engineer.	Per CUM	1800	121.01	217818.00

Sr.No.	Description	Unit	Qty.	Rate (in Rs.)	Amount (in Rs.)
3	All work pertaining to Horizontal Directional Drilling (HDD)/Boring and trenchless cabling. It includes supply, transportation and insertion of self-lubricated HDPE Pipe and laying of cables in boring under the track/road by using different sizes of pipes depending on total number of cables will be crossed. The depth of horizontal boring should be minimum 1 mtr from rail flange/road level. This item will be used for track crossing of running lines. By using self-lubricated HDPE Pipe of 120 mm outer dia. and 103.5 mm inner dia. in the bore and laying of cables in the bore under the track/road.	Mtr.	250	1634.53	408632.50
4	Laying of S&T cables of various cores/pairs/quads in trenches/GI Pipes/RCC ducts/ DWC Pipes/Trucking etc, laying of OFC ducts in trenches including laying of cables in track crossings and road crossings. It includes placing of half cut DWC pipes, pre-fabricated ducts and DWC pipes. It also includes provision of labels on each cable of colored plastic adhesive tapes or any other identifiable marker to give the cable number at each termination point G.P.The contractor will do meggering of all the cables (main & tail)before laying as well as after laying under the supervision of engineer incharge. Meggering test report of each cable will be signed jointly by authorized site representative of contractor and site engineer incharge. Note: The length of the cables laid will include length of the cables which have been coiled for termination purposes. Half cut DWC pipes, pre-fabricated ducts and DWC pipes shall be supplied by DFCCIL.	Km.	5	6737.98	33689.90
5	Cement concrete work for miscellaneous items in ratio 1:3:6. Item includes excavation, ramming of CC by using vibrator, curing and plastering with cement and sand mixture (aggregate will not exceed beyond 3.8 cm). The aggregate cement and sand will be supplied by contractor.	Per CUM	20	3375.38	67507.60
6	Providing brick masonry in ratio 1:6 cement and mortar including plastering with 1:4 cement and sand mixture both sides of bricks with thickness 20 mm each end with contractor's own 'B' Class bricks. It also includes excavation, curing, grouting, bolting etc. wherever required. 'B' Class bricks, sand and cement (ISI mark) will be supplied by the Contractor.	Per CUM	20	1575.83	31516.60

Sr.No.	Description	Unit	Qty.	Rate (in Rs.)	Amount (in Rs.)
7	Supply, preparation, splicing and installation of straight joint for 24 fibers along with enclosures with heat shrinkable splice protection sleeve as per TEC Specn.G/OJC-02/01 March- 99 or latest. Splice losses in no case should be more than 0.1 dB.	Nos.	15	11766.07	176491.05
8	Supply, preparation, splicing and installation of straight joint for 48 fibers along with enclosures with heat shrinkable splice protection sleeve as per TEC Specn.G/OJC-02/01 March- 99 or latest. Splice losses in no case should be more than 0.1 dB.	Nos.	15	16473	247095.00
9	Blowing/drawing of OFC cables in the HDPE duct along with all the protective work as per approved standard and instructions of site Engineer	Kms	5	9969.23	49846.15
10	Repairing of Single case foundation by excavation and casting it with contractor's cement, brick and other materials as per Drawing No. 6-AL-TYP-CW-8006 with latest amendment if any, and as per scope of work .Contractor has to completely break the entire foundation retaining the existing MS frame. The entire work shall be executed by the contractor to the Satisfaction of Site Engineer.	Nos.	27	2970.00	80190
11	Repairing of half case foundation by excavation and casting it with contractor's cement, brick and other materials as per Drawing No. 6-AL-TYP-CW-8005 with latest amendment if any, and as per scope of work .Contractor has to completely break the entire foundation retaining the existing MS frame. The entire work shall be executed by the contractor to the Satisfaction of Site Engineer	Nos.	18	2970.00	53460
12	Replacement of old signal unit /signal route of main signal. This would include releasing of old unit from top of signal post erection and mounting of new signal unit over the post including wiring of Main Signal LED/Signal route of main signal as per Technical Specification .This also includes bringing new signal unit from station/IMD/IMSD to site and bring back old unit from site to station/IMD/IMSD.	Nos.	8	1126.80	9014.4
13	Refixing of electrical point machines and ground connection. This would include removal of old/existing point machine and fixing of new/overhauled motor. This would also include bringing the new machines from station / IMD/IMSD to site and taking the old / released machines from site to station/ IMD/IMSD.	Nos.	18	3960.00	71280

Sr.No.	Description	Unit	Qty.	Rate (in Rs.)	Amount (in Rs.)
14	Lettering/Numbering of Signals, Point Machine, Track Lead junction Boxes, Block joints, Apparatus Cases etc. (each item to be taken as One Unit). This work will be carried out as per the standard practice or as per site incharge instructions.	Nos.	100	56.46	5646
15	Lettering / Numbering Termination particulars, equipment's names etc., legibly and neatly inside location boxes. Full Case.	Nos.	15	270.20	4053
16	Lettering / Numbering Termination particulars, equipment's names etc., legibly and neatly inside location boxes. Half Case.	Nos.	12	153.51	1842.12
17	Jointing of 4/6 quad cable with Heat Shrinkable straight through Jointing Kit for 4/6 quad cable.	Nos.	12	3447.07	41364.84
18	Strengthening of foundation of signals, Full/Half location boxes, by carrying out earth work around the foundation, ramming of refilled earth, carrying out masonry work from bottom of earth work using country stones & cement masonry to prevent the earth from slipping down the bank. This also includes supply of required masonry materials.	Nos.	80	1792.00	143360
19	Shifting and Installation of Apparatus Case Single (Full) Drawing No.- 6/BL/TYP/CW/8024/0 with latest amendment, if any	Nos.	4	3364.27	13457.08
20	Shifting and Installation of Apparatus Case (Half) Drawing 6/BL/TYP/CW/8023/0 with latest amendment, if any	Nos.	4	2219.14	8876.56
21	Demounting and Remounting of Wheel Sensor (Track Device) of Multi-Section Digital Axle Counter (MSDAC). This includes demounting and removal of Wheel Sensor (mounted on the rail) along with its tail cable under the rail. The Contractor shall ensure the proper alignment of the Wheel Sensor at the time of remounting the Wheel Sensor. The work shall be completed as per OEM's guidelines and Technical Requirement & Specification under the supervision of DFC site incharge.	Nos.	300	1379.00	413700

Sr.No.	Description	Unit	Qty.	Rate (in Rs.)	Amount (in Rs.)
22	Demounting and Replacement of Wheel Sensor (Track Device) of Multi-Section Digital Axle Counter (MSDAC) including disconnection and reconnection of tail cable at TLJB. This includes complete removal of Wheel Sensor (mounted on the rail) along with the tail cable under the rail. The Contractor shall ensure the proper alignment of the Wheel Sensor at the time of mounting the new Wheel Sensor. Wheel sensor shall be supplied by DFCCIL. The Contractor shall bring the new wheel sensor from station / IMD/ IMSD to site and shall take the old / released wheel sensor from site to station/ IMD/ IMSD. The work shall be completed as per OEM's guidelines and Technical Requirement & Specification under the supervision of DFC site incharge.	Nos.	75	2240.00	168000
23	Installation, erection and wiring of CLS unit, Post, Ladder & Base, LED unit including laying out of Tail Cable from Location box. Wiring of CLS unit shall be carried out as per Technical Specification. This also includes Protection of unit from Rain Water. The Material shall be supplied by DFCCIL.	Nos.	10	1868.00	18680
24	Installation, erection and wiring of Junction Type Route Indicator (LED Type). Wiring shall be carried out as per Technical Specification. This also includes Protection of unit from Rain Water. The Material shall be supplied by DFCCIL.	Nos.	5	675.00	3375
25	Installation, erection of Shunt Signal Units with base & post and laying out of tail cable from location box and Wiring of Shunt Signal LED unit as per Technical Specification. This also includes Protection of unit from Rain Water. The Material shall be supplied by DFCCIL.	Nos.	9	288.00	2592
26	Provision of Multi-tasking staff to carry out different Maintenance Activities as per Annexure-A (Educational Qualification and Experience Requirement As per Annexure-B)	Man Days	8760	723.26	6335757.60
27	Provision of Fitter/Blacksmith to carry out different Maintenance Activities as per Annexure-A (Educational Qualification and Experience Requirement As per Annexure-B)	Man Days	2555	871.73	2227270.15
	Total Cost for One Year (in Rs.) inclusive of all taxes				1,08,38,481.55

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

The rate will be----- (Percentage) below/above/at to the Total Cost (to be filled by the bidder in words).

Notes/Conditions: -

1. *The above rates are inclusive of all Govt. & Local taxes including applicable GST. However, GST, will be reimbursed only after having submitted the proof of having actually paid the above taxes/charges.*
2. *Any statutory increase in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time after submission of the tender, payment of minimum wages to the personnel deployed by the Contractor/Agency should be revised accordingly and the Contractor/Agency shall take care of all such notifications. DFCCIL shall not be liable for payment against any such statutory increase in the wages. The Contractor should keep this fact in mind while quoting the rate against the Schedule items of Section-6 (Schedule of Approximate Quantities).*
3. *The bidder shall indicate his rate in %age below/above/at par, on total cost as per schedule of approximate quantities above, in a separate sheet of financial proposal uploaded with this tender document. The Bidder/Tenderer quoting the rates for individual items will be disqualified. Offer with incomplete/ambiguous rate will not be considered.*
4. ***For Schedule items at Sr. no. 1 to 25 the work needs to be carried out on 'as & when required basis'***
5. *DFCCIL reserves the right to operate additional quantities of the schedule item as & when required within the variation limit.*
6. *The manpower hired at Sr. No. 26 to 27 shall be deployed/posted at any of WDFC stations or at any site location within the jurisdiction of General Manager/Co-ordination/Jaipur, as per requirement of DFCCIL*
7. *The Contractor shall submit the on-account bills, by the date stipulated by the DFCCIL, supported with pay sheets, proof of payments of employees, proof of payment of statutory deductions and other documents if any. Without having submitted documentary proof, the on-account bill will not be processed and no payment will be made to the Contractor.*

Declaration by the tenderer

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

Signature of tenderer/s

with Seal

Address:

Annexure-A**SCOPE OF SERVICES**

For Schedule items at Sr. No. 26 & 27 of Section-6 of this tender document, the scope of work/services is as follows:

The Contractor has to provide outsourced persons in various categories (As mentioned at Sr. No. 26 & 27 of schedule of approximate quantities (Section-6) of Tender Document). Following shall be the tentative duty list of different categories of Outsourced personnel required:

For Schedule items at Sr. No. 26 & 27 of Section-6**1. Skilled Manpower (Fitter/Blacksmith):**

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

2. Semi-Skilled Manpower (Multi-Tasking Staff/Helper):

1. Cleaning of signal units, Location Boxes, TLJBs, and Point Machines etc.
2. Cleaning/Dusting of various Racks in SER, TER, ALHs & THs.
3. Attention to earthing pits and earthing at service buildings (Station/ALH/TH/ LC Gates/ GSMR).
4. Attention to earthing of location boxes and signals.
5. Visual Inspections and checking of loose connections.
6. Measurement of basic voltage/ current levels.
7. Observing the diagnostic indications in cards.
8. Cleaning of ALH/TH/Stations Signal /Telecom rooms and equipment including Air Conditioner.
9. Cleaning/ Maintenance of batteries at Stations/ALH/TH.
10. Attention to Maintenance of Air Conditioning in ALH/TH
11. Transportation of Signal/Telecom material/equipment/Cables from IMD/IMSD to Site.
12. Loading, Unloading & handling of materials.
13. Restoration works at time of accident/ derailment.

14. Prompt Attending of Breakdown/ equipment failures as per instructions of DFCCIL Staff.
15. Any other work associated with maintenance of S&T Gears, assigned by DFCCIL Site- Incharge.

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

Signature of Tenderer/s with Seal

Address:-

Annexure-B

Eligibility Criteria in terms of Educational Qualification and Essential Experience required in various categories of Outsourced Staff for Maintenance Activities of S&T Gears

For Schedule items at Sr. No. 26 & 27 of Section-6

1. Skilled Manpower (Fitter/Blacksmith):

• **Minimum Educational Qualification: -**

ITI in Electrical/Mechanical from a recognized college/university.

• **Essential Experience: -**

Minimum 01 year of Field Experience in installation or maintenance (repair/renewal/replacement) of Point Machines/ Level Crossing Gates/Signals.

2. Semi-Skilled Manpower (Multi-Tasking Staff/Helper):

• **Minimum Educational Qualification & Required Working Knowledge: -**

Minimum 10th Pass. Semi-skilled Manpower (Multi-tasking staff) shall have adequate working knowledge of electrical /mechanical work and shall be capable to use electric pliers, screwdriver, wrenches, hacksaw, hammer and electric drill machines to assist in day to day maintenance work.

Note: - All the outsourced staff will be interviewed for suitability by DFCCIL Official in charge prior to deployment over stations/IMD/IMSD to assist in day to day maintenance work.

Annexure-C**CERTIFICATION OF FAMILIARISATION**

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

- A. Topography of the Area. Climatic condition and law & order situation in project area.
- B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising of Instructions to the Tenderers, General Conditions of the Contract, Special Conditions, special terms and conditions apart from information conveyed to me/us through various other provisions in this tender document.
- C. Tentative Deployment of Outsourced Staff under various Categories: -

Sr. No.	WDFC Station	IMD/IMSD	Skilled Staff (Fitter/Blacksmith)	Semi-Skilled Staff (MTS/Helper)
1	REJN	IMD	4	6
2	AELN	IMSD	-	4
3	DBLN	IMSD	-	1
4	BAGN	IMSD	-	1
5	SMPN	IMD	3	6
6	PMPN	IMSD	-	-
7	FLN	IMSD	-	4
8	SKNN	IMSD	-	1
9	KSGN	IMSD	-	1
Total			7	24

NOTE: Deployment of staff may be changed as per requirement of DFCCIL.

ANNEXURE – I

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 electronic clearance of the payment		
10. Telephone Number		
11. E-mail address & Web Site		
12. Telefax Number		
13. ISO Certification, if any {If yes, please furnish details}		
14. PAN No:		
15. PF / EPF Registration No:		
16. GST Registration No:		
1. The information furnished above shall be supported by authentic documents including registration number of the firm. 2. The copies of documents submitted shall be duly attested by a Gazetted officer.		
Signature of the Tenderer/s: -		

ANNEXURE – II

Performa for Experience/Performance Certificate. {On the letter head of the issuing department}

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

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

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

ANNEXURE – III

Self-Certificate

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

Signature of the Tenderer/s:

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

(The Bank Guarantee (BGs) to be submitted by the suppliers/ contractors should be sent directly to) "General Manager/Co-ordination; DFCCIL, C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur - 302020 by the issuing Bank under Registered Post A. D.).

To.

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

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

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

1. We.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the DFCCIL stating that the amount claimed is by way of loss or damage caused to or suffered by the DFCCIL by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement, any such demand made on the Bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not Exceeding Rs.....
2. We undertake to pay to the DFCCIL any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/ suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors(s)/ supplier(s) shall have noagainst 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 tilloffice/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 forbear 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 thisday of.....2020

For.

Signature of the Tenderer/s:

(Indicate the name of the Bank)

Annexure - V

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

AGREEMENT

THIS AGREEMENT made on ____ day of _____ 2020 between DFCCIL, acting through General Manager/Co-ordination, DFCCIL, **C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur – 302020** (herein after called the “DFCCIL”) of the one part and ____ (Name / address of the contractor) (herein after called the contractor) of the other part.

WHEREAS the DFCCIL is desirous that certain works should be executed by the Contractor viz. Hiring of 8 (Eight) nos. Diesel driven four wheeler Vehicle in the jurisdiction of General Manager/Co. or at Jaipur for the official use and call based vehicle for occasional use of DFCCIL/Jaipur unit Contract No. _____ with accepted value of Rs _____ & completion period of 12 months (from date _____ to _____) (herein after called “the works”, and has accepted a Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

(Name, Designation and address of the authorized signatory)

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

Witness:

1.

2.

(Name, Designation and address of the authorized signatory)

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

Witness:

1.

2.

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

Annexure VI

CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL

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

1.....

2.....

3.....

AND SO ON

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

SIGNATURE OF TENDERER(S)/TENDERER(S) S

Annexure-VII

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

NOTE:-

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

Signature of the Tenderer/s:-

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

This pre-bid pre contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2011, between, on one hand, the DFCCIL acting through Shri..... Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

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

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

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

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

Commitments of the CLIENT

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for a accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].
- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.
- 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the [A] to the CLIENT with full and verifiable facts and the same is prima facie found to be

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

Commitments of BIDDERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
 - 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavour to any person in relation to the [B] or any other [B] with the Government.
 - 3.3* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
 - 3.4* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/ integrator/ authorized Government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual ,firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
 - 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
 - 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of 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)

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

6. Sanctions for violations

- 6.1 Any breach of the aforesaid provision by the [A] or any one employer by it or acting on behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one the following action, wherever required:-
 - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceeding with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and /or security Deposit/performance 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 case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the CLIENT

- connection with any other [B], such outstanding payment could also be utilized the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A] in order to recover the payments, already made by the CLIENT, along with interest.
 - (vi) To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money (s) due to the [A].
 - (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
 - (viii) To recover all sums paid in violation of this pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any [B] signed by the CLIENT with the [A] the same shall not be opened.
 - (x) Forfeiture of performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The CLIENT will entitled to take all or any the actions mentioned at para 6.1(1) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on the 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 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. Independence 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 provisions of this pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the books of Accounts of the [A] and the [A] shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

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

11. **Other Legal Actions**

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

12. **Validity**

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

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

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

BIDDER
CHIEF EXECUCTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

Note:

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

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

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

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

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

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

Signature of the Authorised signatory/ person

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

Name of the Organisation and Seal

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

**END
OF
DOCUMENT**