



Tender No.: AII/EN/MD-BWA/DW/21-22

Name of Work :Dewatering at LHS/RUBs/Pedestrian subway from IR km 285.6 to 458.00 including other ancillary civil works for drainage & cleaning of LHS/RUBs/Pedestrian subway in Madar Jn-Bhinwaliya Section under CGM-Ajmer unit of Western Dedicated Freight Corridor for 2 years.

Single Packet OPEN E-TENDER

**TENDER DOCUMENT
(NOT TRANSFERABLE)
APRIL -2021**

**Employer:
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED (A
GOVERNMENT OF INDIA ENTERPRISE)
Under
MINISTRY OF RAILWAYS**

INDEX

PART	DESCRIPTION	PAGE NO.
PART - I	Instructions to bidders for Online bidding	3-6
PART – II	General Information / Data sheet	7-8
PART – III	General Instructions to Tenderers	9-37
PART – IV	Special Conditions of Contract (General)	38-53
PART – V	Special Conditions of Contract (Safety Precautions)	54-61
PART - VI	Special Conditions of Contract (Technical)	62-70
PART - VII	Tender Forms (including Schedule of Items) & Annexures	71-144

Instructions to bidders for online bidding

PART-I

Instructions to bidders for online bidding

General:- Submission of Online Bids is mandatory for this Notice Inviting 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 portal (ireps.gov.in), a Government of India Undertaking. Benefits to Suppliers/ service providers are outlined on the Home page of the portal.

Instructions:-

- 1. 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 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/ papers for submission of bid online.
 - 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.

- 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.** The Tender documents can be downloaded from the website: ireps.gov.in and to be submitted in the e - format, before the schedule date & time of submission of the tender otherwise the Bid will not be considered.

Tender No.: AII/EN/MD-BWA/DW/2/21-22

5. Physical copy of the tender documents would not be sold/accepted.
6. List of Contact persons for this tender & Bank Account Details of DFCCIL

DFCCIL Contact- 1	Sh. Mohit Sharma
Telephone/Mobile No.	9116127619
E-mail ID	mohitksharma @dfcc.co.in
DFCCIL Contact- 2	Sh. K K Kandoi
Telephone/Mobile No.	8003899341
E-mail ID	kkandoi@dfcc.co.in
DFCCIL Contact- 3	Sh. Vipin Parihar
Telephone/Mobile No.	8003899316
E-mail ID	<u>vparihar@dfcc.co.in</u>
DFCCIL Contact- 4	Sh. Raj Kumar
Telephone/Mobile No.	9116620083
E-mail ID	<u>rajkumar01@dfcc.co.in</u>

Details of DFCCIL bank account for making payment by RTGS are as under:

Name	CPM DFCCIL Ajmer
Bank account number	309801010900234
IFSC code	UBIN0546836
Bank Name	Union Bank of India
Bank Branch	UBI Moti Bagh, New Delhi-110066

7. 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 click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

8. DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases the addendum(s)/corrigendum(s) shall be placed on ireps.gov.in and www.dfccil.gov.in. The tenderer who have downloaded the tender documents from the website before issue of addendum(s)/ corrigendum(s) must visit the website and ensure that such addendum(s) / corrigendum (s) (if any) is also downloaded by them. Such addendum(s) / corrigendum (s) (if any) shall also be submitted duly stamped and signed along with the submission of tenders. Any tender submitted without addendum(s) / corrigendum(s) (if any) shall be summarily rejected.

9. Other instructions

- a) It is recommended that the Tenderer/vendor should visit the portal (ireps.gov.in), peruse the information provided under the relevant links and login to it and upload documents of bid.
- b) DFCCIL reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
- c) Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats.

GENERAL INFORMATION / DATA SHEET

PART - II**GENERAL INFORMATION/DATA SHEET**

Tender Notice No.	AII/EN/MD-BWA/DW/2/21-22
Name of the work	Dewatering at LHS/RUBs/Pedestrian subway from IR km 285.6 to 458.00 including other ancillary civil works for drainage & cleaning of LHS/RUBs/Pedestrian subway in Madar Jn-Bhinwalia Section under CGM-Ajmer unit of Western Dedicated Freight Corridor for 2 years.
(a) Tender Value	Rs.1,96,69,937.29 (Rs.One Crore Ninety Six Lacs Sixty Nine Thousand Nine Hundred Thirty Seven and Twenty Nine Paisa Only).
(b) Completion Period	24 month
(c) Earnest Money	NIL
(d) Tender Fees	NIL
(e) Last Date and Time of Downloading of Tender from website ireps.gov.in and www.dfccil.gov.in	25.05.2021 upto 15:00 hrs
(f) Last date and Time of online submission of Tender on website ireps.gov.in	25.05.2021 upto 15:00 hrs
(g) Date and Time of Opening of Tender	25.05.2021 upto 15:30 hrs
(h) Validity of offer	45 days

NOTE: Tenderer should bear the fact in mind while quoting the rates that GST will be paid by Contractor as per prevailing rate as applicable. Documentary evidence of deposition of GST will be produced by contractor for on account bill.

GENERAL INSTRUCTION TO TENDERERS

PART-III

GENERAL INSTRUCTIONS

1.0	For the purpose of this tender in DFCCIL, stipulations and conditions as specified in Indian Railways Standard General Conditions of Contract slips (will be referred as GCC- 2020 in the document) as amended/corrected up to latest correction will be applicable, copies of which can be seen in the office of CGM, DFCCIL, Ajmer.
1.1	<p>DEFINITIONS AND INTERPRETATION</p> <p>(A) Definition: -In these General conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwiserequires:-</p> <ol style="list-style-type: none"> a. “Railway” shall mean the President of the Republic of India or the Administrative Officers of the DFCCIL or of the Successor DFCCIL authorized to deal with any matters which these presents are concerned on hisbehalf. b. “General Manager of Railway ” shall mean the officer - in-charge of the General Superintendence and Control of the Railway and shall mean and include their successors, of the successorRailway; c. “Chief Engineer” shall mean the officer - in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction) and shall also include CPM/GGM/GM ofDFCCIL. d. “Divisional Railway Manager” shall mean the Officer in-charge of a Division of the Railway and shall also mean any officer nominated by Managing Director / DFCCIL and shall mean and include their successors of the successor Railway. e. “Engineer” and Employer’s Engineer shall mean the Chief General Manager/CO of DFCCIL / PMC appointed byDFCCIL. f. “Engineer’s Representative” shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer, APM / PM / Dy. CPM / Add. CPM of DFCCIL in direct charge of the work and shall include any Sr. Sec. / Sec / Jr. Engineer / Executive / Sr. Executive, APM/PM / Dy. CPM of DFCCIL of Civil Engineering / Signal & Telecommunication Engineering / Electrical Engineering Department appointed by the Railway / DFCCIL and shall mean and include the Engineer’s Representative of the successor Railway /DFCCIL. g. “Contractor” shall mean the person / Firm / Company whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permittedassigns. h. “Contract” shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of Railway/DFCCIL modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract. i. “Works” shall mean the works to be executed in accordance with thecontract. j. “Specifications” shall mean the Specifications for materials and works referred / mentioned in tenderdocuments. k. “Schedule of rates of Railway” shall mean the schedule of rates issued under theauthority of the Chief Engineer from time to time and shall also include Rates specified in tender document. l. “Drawing” shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and

	<p>further drawings as may be issued by the Engineer from time to time.</p> <p>m. “Constructional Plan” shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.</p> <p>n. “Temporary Works” shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.</p> <p>o. “Site” shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.</p> <p>p. “Period of Maintenance” shall mean the defect liability period from the date of completion of the works as certified by the Engineer.</p> <p>(B) Singular and Plural:- Words importing the singular number shall also include the plural and vice versa where the context requires.</p> <p>(C) Headings & marginal headings:- The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.</p>
1.2	Schedule of Rates, CPWD Rates Vol I, II as amended / corrected up to latest correction slips, IR specifications/Guidelines updated with correction slips, relevant BIS codes updated with correction slips. (Applicable for execution of Works based on CPWD Rates). Stipulations and conditions as specified in CPWD-Specifications-2019 Volume 1 & 2 in the document as amended/corrected up to latest correction will be applicable, copies of which can be seen in the office of CGM, DFCCIL, Ajmer.
1.3	All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2.0	<p>Drawings for the Work: The Drawing for the work can be seen in the office of CGM, DFCCIL, Ajmer, at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.</p> <p>As per Clause No. 2 of tender form 2nd sheet Annex.I Part-I of GCC-2020,</p>
3.0	<p>Tender Form embodies the contents of the contract documents either directly or by reference, e- Tender Forms shall be issued free of cost to all tenderers.</p> <p>As per Clause No.3 of Part-I of GCC-2020 , with up to date correction slip</p>
3.1	<p>Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.</p> <p>As per Clause No. 1.2 (n) of Part-I of GCC-2020 , with up to date correction slip</p>
3.2	<p>The Tenderer(s) shall quote his / their rates as a percentage above or below the Schedule of Rates of DFCCIL except where he/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the DFCCIL. The DFCCIL does not guarantee work under each item of the Schedule. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by DFCCIL. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.</p> <p>As per Clause No. 3 of tender form 2nd sheet Annex. I Part-I of GCC-2020, with up to date correction slip.</p>

4.0	<p>Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tenderer(s) in his/their entries must be attested by him / them.</p> <p>As per Clause No. 4 of tender form 2nd sheet Annex. I Part-I of GCC-2020 , with up to date correction slip</p>
5.0	<u>EARNEST MONEY</u>
5.1	For the subject tender, the Earnest Money deposit shall be Rs. NIL and shall be governed by Para 5.1.1/ 5.1.2 below.
5.1.1	<p>In case the Earnest Money Deposit for the tender is NIL, following conditions shall be fulfilled These instructions shall be followed for all works & service tenders on DFCCIL, published on or after 18:00 hrs of 16.01.2021 and shall be valid for all the tenders issued till 31.12.2021 (including 31.12.2021)</p> <p>(i) Tender shall submit the Bid Security declaration duly signed by the tenderer as per the proforma at Annexure-XXXV.</p> <p>(ii) In case, the tenderer withdraw the bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/ Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, the bidder shall be banned from submission of bids in any Works/ Service Tender issued by DFCCIL for a period of 12 months from the date of such banning done on e-platform IREPS.</p> <p>(iii) The banning shall be as per the decision of Competent Authority and banning shall be effective w.e.f. date and time when same is done on IREPS by 'department Admin'.</p> <p>(iv) The defaulting bidder shall be banned as per the provision made in IREPS in case partnership firm/JV is banned, all members of partnership firm including firm/ all constituents of JV including JV shall be banned from submission of bids and details of all shall be uploaded on IREPS.</p> <p>(v) It is responsibility of Tender Committee or Direct Acceptance Authority (in case of direct acceptance), for the tenders invited on IREPS or otherwise, to check up on IREPS, whether the bidder is banned or not from bidding on the date of closing of tender.</p> <p>(vi) Whenever a bidder is banned or banning is revoked, a system generated SMS as well as e-mail shall be sent to bidder. Full details related to banning will also be available to IREPS registered firms through their IREPS account.</p> <p>(vii) If the bidder is banned for submission of bids on the date of closing of tender, such bid, even if received, shall be treated as invalid while evaluating the bids.</p> <p>(viii) If a bidder is banned for submission of bids on the request of bidder in writing to tender calling authority, ban can be revoked by the Authority who had banned the bidder earlier, on submission to DFCCIL by bidder (including Start-ups, 100% Govt. owned PSUs & Labour Co-operatives), an amount equivalent to FULL Earnest Money Deposit that would have been worked out by DFCCIL for that tender as per existing instructions on the date of inviting tenders if Earnest Money Deposit would have been taken in place of Bid Security Declaration while inviting tenders.</p> <p>(ix) On receipt of request from bidder for revocation of ban on submission of bids, the Authority who had banned the bidder from submission of bids, shall intimate in writing to bidder the amount the bidder has to deposit with DFCCIL. Bidder in turn shall deposit the required amount in DFCCIL earnings and submit the receipt for the same.</p> <p>(x) Revocation shall be automatic on expiry of banned period. However, in case revocation is done before expiry of banned period, the banning shall stand revoked w.e.f. date & time when</p>

	the same is done on IREPS by Department Admin. Railway Board Letter no 2020/CE-I/CT/3E/GCC/Policy dated 30.12.20				
5.1.2	<p>In case the Earnest Money Deposit for the tender is applicable, the below instructions shall be applicable.</p> <p>The copy of letter of approval of competent authority for the EMD has been uploaded.</p> <p>(a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be as under : Value of the Work Earnest Money Deposit (EMD)</p> <table border="1"> <tr> <td>For works estimated to cost up to Rs. 1 Crore</td><td>2% of the estimated cost of the work</td></tr> <tr> <td>For works estimated to cost more than Rs. 1 crore</td><td>Rs. 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs. 1 crore subject to a maximum of Rs. 1 crore</td></tr> </table> <p>Note :</p> <p>(i) The earnest money shall be rounded off to the nearest Rs. 100. This earnest money shall be applicable for all modes of tendering.</p> <p>(ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit detailed above.</p> <p>(iii) 100% Govt. owned PSUs shall be exempted from payment of earnest money deposit detailed above.</p> <p>(iv) Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.</p> <p>(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.</p> <p>(c) If his tender is accepted this earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.</p> <p>As per Clause No. 5 – 1 (a) of Part-I of GCC-2020, with up to date correction slip</p>	For works estimated to cost up to Rs. 1 Crore	2% of the estimated cost of the work	For works estimated to cost more than Rs. 1 crore	Rs. 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs. 1 crore subject to a maximum of Rs. 1 crore
For works estimated to cost up to Rs. 1 Crore	2% of the estimated cost of the work				
For works estimated to cost more than Rs. 1 crore	Rs. 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs. 1 crore subject to a maximum of Rs. 1 crore				
5.2	<p>The Earnest Money shall be deposited through e-payment gateway or as mentioned in tender documents.</p> <p>As per Clause No. 5 – 2 of Part-I of GCC-2020, with up to date correction slip</p>				

5.3	<p>(ii)</p> <p>(a) The tender must be accompanied by a sum of NIL as Earnest Money deposited through e-payment gateway or as mentioned in tender documents, failing which the tender shall not be considered. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' (on submission of Registration Certificate issued by appropriate authority) and 100% Govt. owned PSUs shall be exempted from payment of Earnest Money. Labour Cooperative Societies shall deposit only 50% of the earnest money.</p> <p>(b) The Tenderer(s) shall keep the offer open for a minimum period of 45 days (in case of two packet system of tendering 60 days) from the date of opening of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the CGM, DFCCIL. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the DFCCIL.</p> <p>(c) If his tender is accepted the earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation to the Earnest Money that may happen thereto while in their possession, nor be liable to pay interest thereon.</p> <p>(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards full Security Deposit, the DFCCIL shall return the Earnest Money so retained to the Contractor.</p> <p>As per Clause No. 6 of Tender Form (second sheet) Annex.I of Part-I of GCC 2020, with up to date correction slip</p>
6.0	<p>Rights of the DFCCIL to deal with Tender: 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 tenderer(s) shall neither demand 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.</p> <p>As per Clause No. 7 of Tender Form (second sheet) Annex.I of Part-I of GCC 2020, with up to date correction slip</p>
6.1	<p>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.</p> <p>As per Clause No. 8 of Tender Form (second sheet) Annex. I of Part-I of GCC 2020, with up to date correction slip</p>
6.2	<p>If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the DFCCIL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the DFCCIL shall deem such tender as cancelled, unless the firm retains its character.</p> <p>As per Clause No. 9 of Tender Form (second sheet) Annex. I of Part-I of GCC 2020 , with up to date correction slip</p>
7.0	<u>SYSTEM OF TENDERING</u>
7.1	<p>Two Packets System of Tendering: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted for contract valuing more than Rs. 10 crores or as advised by DFCCIL Board time to time by updated policy guide lines.</p> <p>For Works and Service tenders of value more than Rs. 50 Cr., the Clause no. 25.0 of Electronic Reverse Auction will be applicable</p> <p>As per (a) Clause No. 7A of Part-I of GCC 2020, with up to date correction slip</p>

7.2	Single Packet Tender-: In case of tenders costing less than Rs. 10 Crore single packet tender system will be followed and technical & financial offer of the tenderer/s shall be opened and evaluated at the same time.
7.3	Tenderer should submit the offer with due diligence after going through the tender documents.
7.4	Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders. As per Clause No. 7B of Part-I of GCC 2020, with up to date correction slip
8.0	Execution of Contract Document: The tenderer whose tender is accepted shall be required to appear in person at the office of CGM, DFCCIL, Ajmer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear and execute the contract agreement within seven days of notice from DFCCIL that the Contract Agreement is ready. The Contract Agreement shall be entered into by DFCCIL only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the DFCCIL shall be entitled to forfeit the full amount of the Earnest Money and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work. As per clause No. 8 of Part-I of GCC-2020 , with up to date correction slip
8.1	In case, the particular work is charged to EBR (IF), than the Indian Railway Finance Corporation (IRFC) shall also be the party in the contract agreement. After submission of valid performance guarantee, the contract agreement shall be entered into between Indian Railways (IR), Indian Railways Finance Corporation (IRFC) and the tenderer, whose tender is accepted. The Contract Agreement shall be signed as per Annexure XXVIII of the STD. The format at Annexure IV of GCC 2020 shall not be applicable for Contract Agreement of EBR (IF) funded contracts. As per Railway Board's letters no 2018/AC-II/1/57(pt.) dated 20.03.20 for EBR(IF) funded contracts

9.0	<p>Documents to be Submitted Along with Tender</p> <p>(i)The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / HUF/Company / Joint Venture (JV) / Registered Society / Registered Trust / LLP etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, authorized signatory and copy of PAN Card along with their tender as per proforma given in Annexure I (mandatory). Tender shall be submitted and signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.</p> <p>(ii)The various documents to be submitted by the tenderer are as per clause 14 (ii) of the GCC 2020, the tenderer shall ensure submission of mandatory document as listed in para 16 below along with the offer.</p> <p>(iii)If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.</p> <p>(iv)After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF etc. shall be neither asked nor considered, if not submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway/DFCCIL's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.</p> <p>(v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.</p> <p>(vi)The DFCCIL will not be bound by any change in the composition of the firm made subsequent to the submission of tender. DFCCIL may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.</p> <p>As per Clause No. 14 of Tender Form (second sheet) Annex. I of Part-I of GCC-2020, with up to date correction slip</p>
10.0	<p>The tenderer whether sole proprietor/ HUF/ Company or a partnership firm / LLP / joint venture (JV) / registered society / registered trust etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.</p> <p>As per Clause No. 15 of Tender Form (second sheet) Annex. I of Part-I of GCC-2020, with up to date correction slip</p>

11.0	<p>Employment/Partnership etc. of Retired Railway/DFCCIL Employees:</p> <p>(a) Should a tenderer</p> <p>i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the Railways/DFCCIL owned and administered by the President of India for the time being, OR</p> <p>ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR</p> <p>iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors</p> <p style="text-align: center;">AND</p> <p>in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender</p> <p style="text-align: center;">THEN</p> <p>the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.</p> <p>b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the Railways/DFCCIL owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.</p> <p>(c) Should a tenderer or Contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of proprietorship firm/ partnership firm/ company / joint venture (JV) / registered society / registered trust/ LLP/ HUF etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the Engineering or any other department of the Railways/DFCCIL, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in clause 62 of standard general conditions of contract.</p> <p>Note:-If information as required as per 11 (a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of Contract. As per Clause No. 16, of Tender Form (second sheet) Annex. I of GCC-2020, with up to date correction slip</p>

12.0	<p>Omissions & Discrepancies: Should a tenderer 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. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer 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.</p> <p>As per Clause No. 4 of Part-I of GCC-2020, with up to date correction slip</p>
13.1(A)	<p>(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive in accordance with the provisions of Clause-37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer. (As per Clause No. 6 (a)(i) of G.C.C. 2020 Part-I with up to date correction slip)</p> <p>(ii) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective State's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderer(s) will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates. (As per Clause No. 6 (a) (ii) of G.C.C. 2020 Part-I with up to date correction slip)</p> <p>(iii)The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority. (As per Clause No. 6 (a) (iii) of G.C.C. 2020 Part-I with up to date correction slip)</p> <p>(iv)In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.</p> <p>As per Clause No. 6(a)(iv) of Part-I of GCC-2020, with up to date correction slip.</p>
13.1(B)	<p>When work is tendered for by a firm or company, the tender shall be digitally signed by the individual legally authorized to enter into commitments on their behalf.</p> <p>As per Clause No. 6(b) of Part-I of GGC-2020, with up to date correction slip</p>
13.1(C)	<p>In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hic-cups and delay in uploading the Documents and payment of Earnest Money etc. Tenderers/Prospective bidders are advised to upload their offer well in time. DFCCIL will not be responsible for any delay/non submission of offer due to any reason whatsoever.</p>
13.1(D)	<p>The DFCCIL will not be bound by any power of attorney granted by the tenderer 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.</p> <p>As per Clause No. 6 (c) of Part-I of GCC-2020, with up to date correction slip.</p>
13.2	<p>The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-II. Non submission of the certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.</p> <p>As per Clause No. 6.1 of Part-I of GCC-2020, with up to date correction slip.</p>
14	<p><u>RIGHT OF DFCCIL TO DEAL WITH TENDERS</u></p>

14.1	If, the DFCCIL decides to negotiate, in view to bring down the rates, the tenderer, who is called for negotiation, shall furnish the following form of declaration before commencement of the negotiation: I/we do declare that in the event of failure of the contemplated negotiations relating to Tender No.dated..... Opened on my original tender shall remain open for acceptance on its original terms and conditions up to the date specified in the tender or the date extended by mutual agreement from time to time.
14.2	The tenderer/s are required to quote his/their rates as % (percentage) Above/Below /At Par in figures on IREPS while submitting his/their offer.
15.0	<u>ELIGIBILITY CRITERIA</u>
15.1	Technical Eligibility Criteria The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: Three similar works, each costing not less than the amount equal to 30% of advertised value of the tender, OR Two similar works, each costing not less than the amount equal to 40% of advertised value of the tender, OR One similar work, each costing not less than the amount equal to 60% of advertised value of the tender. Note:- The similar nature of work defined is “ <u>Any Civil Engineering Work</u> ”.
15.1.2	Technical Eligibility Criteria for JV ('a' or 'b' mentioned hereunder): Not Applicable
15.2	Financial Eligibility Criteria: The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client and/or Audited Balance Sheet duly certified by the Chartered Accountant /Certificate from Chartered Accountant duly supported by Audited Balance Sheet. Note : Client certificate from other than Govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India. As per Clause No. 10.2 of Tender Form (second Sheet) of Annex. I of Part-I of GCC2020, with up to date correction slip.
15.2.1	Financial Eligibility for JV- Not Applicable in this tender.
15.3	Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure VI of GCC – Not applicable in this tender. As per Clause No. 10.3 of Tender Form (second Sheet) of Annex.I of Part-I of GCC-2020, with up to date correction slip.
15.3.1	Bid Capacity for JV- Not Applicable in this tender.
15.4	No Technical and Financial credentials are required for tenders having value up to Rs 50 lakh.
15.5	1.The NIT cost of the tender is Rs. 1,96,69,937.29 For the Technical Eligibility Criteria the similar nature of work defined is “ <u>Any Civil Engineering Work</u> ”. 2. Secondary Components-(Not Applicable in this Tender).

15.6	<p><u>Note to Para 15</u></p> <p>(i) Certificate issued by Chartered Accountants based on the audited balance sheets will also be accepted.(as per Annexure-VIII)</p> <p>The criteria for completed works shall be as under :-</p> <p>(ii) Entire work has to be completed in all respects as per contract agreement. Part completed work shall not be considered.</p> <p>(iii) Completion certificate from following organizations shall only be considered:-</p> <p>(a) The work(s) should have been directly awarded to the tenderer by Govt. Organization/ Semi Govt. Organization/ Public Sector Undertaking / Autonomous bodies/ Municipal Bodies/Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender</p> <p>The credentials of a wholly owned subsidiary of a parent company will also be considered in respect of works mentioned above if tender is submitted by the parent company.</p> <p>(b) Completion certificate should be as per proforma given in Annexure- IV-A or IV-B or IVC, as applicable or in the format containing all information required as per the Annexure- IV-A or IV-B or IV-C.</p> <p>(c)Work experience certificate issued by Public listed company shall be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate the relevant copy of work order, bill of quantities bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received an copy of final/last bill paid by company in support of above work experience certificate.</p> <p>Details of works physically completed should be submitted in the proforma as per ‘Annexure-III’.</p> <p>(iv) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered.</p> <p>In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deduction is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deduction is to be considered.</p> <p>However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility.</p> <p>(v) The amount given at Sr. No. 11 in proforma vides Annexure-IV for the completion certificate will be the value of completed work, if nomenclature of work as given in completion certificate matches with similar nature work.</p> <p>(vi) The amount mentioned at Sr. No. 12 in ‘Annexure-IV’ for the completion certificate shall be the value of completed work if the nomenclature of completed work includes additional components of work which are not matching with similar nature of works.</p> <p>(vii) Certificate from private individuals for whom such works are executed shall not be considered for eligibility.</p> <p>(viii) Conditional tenders are liable to be rejected straight away. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever.</p>
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15.7	<p>Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:</p> <p>The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.</p>
15.8	<p>Explanation for clause 15 (clause 15.1 to 15.6) - Eligibility Criteria:</p> <ol style="list-style-type: none"> 1) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials. 2) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials. 3) If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials. 4) In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility. 5) The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work. 6) In case of newly formed partnership firm, the credentials of individual partners from previous proprietary firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc. 7) In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc. 8) In case of existing partnership firm if any other partner(s) joins the firm, the

	<p>credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.</p> <p>9) Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A & B partners in any other partnership firm or propriety firm without leaving partnership firm of A & B partners.</p> <p>10) In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.</p> <p>11) If percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.</p> <p>12) In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.</p> <p>13) In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.</p> <p>14) In case company A is merged with company B, then company B would get the credentials of company A also.</p>
16.0	The list of documents to be uploaded by the tenderer(s) for this tender.
16.1	Following documents are common for all types of firm i.e. Sole proprietorship, Partnership, Limited Liability Partnership Firm, Registered Society/ Trust, Limited Company or JV.
(a)	Firm details as per proforma given in Annexure-I (Mandatory) .
(b)	A Copy of the Certificate as per proforma given in Annexure-II (Mandatory) .
(c)	<p>List of similar nature of works physically completed in all respects during last 7 years, ending last day of month previous to one in which tender is invited, shall be submitted as per Performa given in Annexure-III – (Mandatory)</p> <p>Mandatory for works (i) directly awarded by Govt./Semi Govt./Public sector undertaking / Autonomous bodies /Municipal bodies/ Railway Siding owners (ii)Concessionaire (to whom the work is awarded by Indian Railways/ DFCCIL/CPWD /NHAI/ PWD/State Road Development Corporation on PPP/DBFOT or any other mode) (iii) Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender</p> <p>Note- Works under item (ii) are to be submitted only for tenders costing Rs.50.00 Cr. and above</p>
(ii)	Details of similar nature of works successfully during last seven years, ending last day of month previous to the one in which tender is invited as per Performa given in Annexure-III (Mandatory)

(d)	Attested copy of Completion Certificate of works mentioned in para (c) above from the Organizations with whom they worked as per proforma given in Annexure-IV-A or IV-B or IV-C as applicable. (Mandatory)
(e)	Secondary Components-(Not Applicable in this Tender).
(f)	List of works on hand, existing commitments and balance amount of ongoing works as per format given in ‘ Annexure-V Duly verified by Chartered Accountant to evaluate bid capacity of the tenderer (Mandatory for tender value more than Rs. 20 crores)
(g)	A statement showing construction works executed and payment received during the previous three financial years and the current financial year (up to date of inviting tender), taking into account the completed as well as work in progress as per Annexure-XIX on the letter head of Chartered Accountant, to evaluate bid capacity of the tenderer (Mandatory for tender value more than Rs. 20 Crores)
(h)	List of plants & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in Annexure–VI .
(i)	List of Personnel, Organization available on hand and proposed to be engaged for the subject work in Annexure –VII .
(j)	<p>In case Earnest money for the tender is NIL as per para 5.1.1 above, Tenderer shall submit the Bid Security Declaration as per the Performa given in Annexure-XXXV (Mandatory only in case Earnest Money is defined as NIL).</p> <p>In case submission of Earnest Money is mentioned in Para 5.1.2 above Earnest Money in proper form Earnest money should be submitted by the tenderer only through net banking or payment gateway in favour of CPM DFCCIL, Ajmer (Mandatory only in case earnest money is prescribed for the tender). In case the tenderer is</p> <p>(i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ – shall be exempted from payment of Earnest Money deposit and shall submit certified copy of the registration/ Valid document issued by DIPP (mandatory if applicable)</p> <p>(ii) 100% Govt. owned PSUs- shall be exempted from payment of Earnest Money deposit and shall submit certified copy of the registration/ Valid document issued by the relevant Ministry (mandatory if applicable).</p> <p>(iii) Labour Cooperative Societies – shall deposit only 50% of the Earnest Money Deposit and shall submit certified copy of the registration/ Valid document issued by the relevant Ministry/ Labour commission (mandatory if applicable).</p>
(k)	Contractual Receipts for the last three years and current financial year with supporting documents required as per Annex. VIII(Mandatory.)
(l)	Self-attested copy of Permanent Account Number (PAN) issued by Income Tax Department.
(m)	The tenderers are required to submit the test report of the stone ballast conforming to DFCCIL specifications as given in the Para 7.0 of Important Codal Provision of Tender Document. (Applicable only for the tenders of supply of ballast). The test report is <u>Not required for this tender.</u> (Mandatory if marked as required) *.
(n)	The tenderers are required to submit the information and particulars regarding retired Railway/DFCCIL Engineer(s)/Officer(s) of the Gazetted rank and regarding Relative(s) employed in Gazetted capacity on DFCCIL as per proforma given in Annexure XXIII. (Mandatory).
16.2	In addition to Para 16.1 above certain more documents are to be submitted by tenderers as per status of their firms and are mandatory . These documents are listed below

16.2.1	<p><u>For Sole Proprietorship firm</u></p> <p>a) Affidavit as per proforma given of Annexure –IX (duly executed on stamp paper and notarized).</p> <p>b) Special power of Attorney to be submitted by sole proprietor firm as per proforma given in Annexure XIV(duly registered with the Registrar or notarized). (Not required if tender documents are submitted by proprietor himself as per (a) above)</p>
16.2.2	<p><u>For HUF (Hindu Undivided Family)</u></p> <p>(a) Affidavit as per proforma given of Annexure –XXIX (duly executed on stamp paper and notarized).</p> <p>(b) Special power of Attorney to be submitted by the HUF as per proforma given in Annexure XXX (duly registered with the Registrar or notarized). (Not required if tender documents are submitted by Karta of the HUF, himself as per (a) above)</p>
16.2.3	<p><u>For Partnership firm</u></p> <p>a) A copy of Partnership Deed (Notarized or duly registered with the Registrar prior to date of tender opening as per the Indian Partnership Act)</p> <p>(b) Special Power of attorney to be submitted by Partnership firm in favour of the individual to sign the tender on behalf of the firm and create liability against the firm as per proforma given in Annexure-XIII (duly registered with the Registrar or notarized). (Required even if one or more partners are authorized in Partnership deed itself to sign on behalf of the firm as given in (a) above.</p> <p>(c) Declaration by the newly formed partnership firm as per proforma given in Annexure-XXXI. (mandatory if tenderer is newly formed partnership firm)</p> <p>(d) Declaration by the existing partnership firm as per proforma given in Annexure-XXXII. (mandatory if tenderer is an existing partnership firm)</p> <p>(e) With respect to the declaration above, in case of Newly formed partnership firm has/ have as one or more partner(s) from previous propriety firm(s) or dissolved previous partnership firm(s) or LLP firm or split previous partnership firm(s) or LLP firm, Existing partnership firm (a)joining of new one or more partner(s) in the existing partnership firm, (b) quitting of new one or more partner(s) from the existing partnership firm –</p> <p>Following additional documents are required to be furnished(mandatory as applicable)</p> <p>(1) Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I</p> <p>(2) A copy of previous partnership Firm (Notarized or duly registered with the Registrar)</p> <p>(3) Affidavit as per proforma given of Annexure –IX for previous Propriety firm (duly executed on stamp paper and notarized).</p> <p>(4) Copy of previous LLP agreement and certificate of incorporation.</p> <p>(5) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm)</p> <p>(6) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, LLP firm or propriety firm)</p> <p>(8) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para 16.1 (c), (d), (f),(g), (k) above.</p> <p>As per Clause No. 14(ii)(c), 15, 18 & explanation to Clause 10.1 to 10.5 of Annex. I Part-I of GCC-2020, with up to date correction slip)</p>

16.2.4	<p><u>For Company registered under Companies Act 2013</u></p> <ul style="list-style-type: none"> a) Copy of Memorandum of association/ Articles of Association of Company. b) Copy of Certificate of Incorporation (c) Copy of resolution passed by Board of Directors authorizing its Director/Employee to deal with tender on behalf of company (d) Special Power of Attorney/ Authorization issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign the MOU/ JV agreement on behalf of the company and create liability against the Company, as per proforma given in Annexure-XV (duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (c) above) (e) Declaration regarding constitution of the Company, for merging of another company, details required for the entire period for last seven years as per proforma given in Annexure-XXXIII. (mandatory) (f) Following additional documents are required to be furnished (mandatory in case of merger with another company) <ul style="list-style-type: none"> (1) Details of company getting merged as per annexure I (2) Copy of Memorandum of Association/ Articles of Association of the Company getting merged (3) Copy of certificate of incorporation of previous company getting Merged (4) Resolution by the Board of Directors for the Merger of the company(s) with the tenderer (5) Proof of surrender of previous PAN no (6) Document for the technical, financial criteria, bid capacity as claimed w.r.t. such Company(s) joining the new/Existing Company as per para 16.1 (c), (d), (f), (g), (k) above. <p>As per Clause No. 14 (ii)(e), 15 & explanation to Clause 10.1 to 10.5 of Annex. I Part-I of GCC-2020, with up to date correction slip</p>
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16.2.5	<p><u>For LLP Firm Registered under LLP Act 2008</u></p> <p>(a) A copy of LLP Agreement.</p> <p>(b) A copy of certificate of Incorporation and</p> <p>(c) A copy of resolution passed by partner of LLP firm for submitting tender by LLP firm and to deal with tender on behalf of the firm as per proforma given in Annexure-XXI.</p> <p>(d) Special Power of Attorney/ Authorization issued by LLP firm in favour of the individual to sign the tender on behalf of the LLP firm and create liabilities against the LLP as per proforma given in Annexure-XXV (duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (c) above)</p> <p>(e) Declaration by the newly formed LLP firm as per proforma given in Annexure-XXXI. (mandatory if tenderer is newly formed partnership firm)</p> <p>(e) Declaration by the existing LLP firm as per proforma given in Annexure-XXXII. (mandatory if tenderer is an existing partnership firm)(f) With respect to the declaration above, in case of</p> <p>(i)Newly formed LLP firm has/ have as one or more partner(s) from previous propriety firm(s) or dissolved previous partnership firm(s) or LLP firm or split previous partnership firm(s) or LLP firm, bExisting LLP firm (a)joining of new one or more partner(s)in the existing LLP firm,</p> <p>(ii) quitting of new one or more partner(s)from the existing LLP firm – Following additional documents are required to be furnished (mandatory as applicable)</p> <ol style="list-style-type: none"> (1) Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I (2) A copy of previous partnership Firm (Notarized or duly registered with the Registrar) (3) Affidavit as per proforma given of Annexure –IX for previous Propriety firm (duly executed on stamp paper and notarized). (4) (4)Copy of previous LLP agreement and certificate of incorporation. (5) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm) (6) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, LLP firm or propriety firm) (7) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para 16.1 (c), (d), (f),(g), (k) above. <p>As per Clause No. 14(f), 15 & explanation to Clause 10.1 to 10.5 of Annex. I Part-I of GCC2020, with up to date correction slip</p>
16.2.6	<p><u>For Registered Society & Registered Trust</u></p> <p>(a) A copy of the certificate of registration.</p> <p>(b)A copy of Deed of Formation.</p> <p>(c)A copy of Special Power of Attorney/ Authorization in favour of the individual to sign the tender and create liabilities against the Registered Society/ Trust as per proforma given in Annexure-XXII (duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (a), (b) above)</p> <p>As per Clause No. 14(g), 15 Annex. I Part-I of GCC-2020, with up to date correction slip</p>
16.2.7	<p><u>For JV firm</u> Following documents are mandatorily to be submitted by constituents of the JV firm depending upon their status</p> <p>As per clause no. 14(d), 17.0 Annex.I Part-I, GCC-2020, with up to date correction slip</p> <p>a) Memorandum of Understanding of JV as per pro forma given in Annex. X(duly executed on stamp paper and notarized)</p>

16.2.7.1	<p><u>Documents mandatory for Sole Proprietorship firm participating as member of JV</u></p> <p>(a) Affidavit as per proforma given of Annexure –IX (duly executed on stamp paper and notarized).</p> <p>(b) Special Power of Attorney to be submitted by Sole Proprietor participating as member of JV firm as per proforma given in Annexure-XII(duly registered with the Registrar or notarized) (Not Required if MOU/JV agreement is signed by the sole Proprietor himself as per (a) above).</p> <p>As per Clause No.15 Annex.I of Part-I GCC-2020, with up to date correction slip</p>
16.2.7.2	<p><u>Documents mandatory for HUF (Hindu Undivided Family) participating as member of JV</u></p> <p>(a) Affidavit as per proforma given of Annexure –XXIX (duly executed on stamp paper and notarized).</p> <p>(b) Special Power of Attorney to be submitted by HUF participating as member of JV firm as per proforma given in Annexure-XII(duly registered with the Registrar or notarized) (Not required if MOU/JV agreement is signed by the Karta of HUF himself as per (a) above).</p> <p>As per Clause No. 17.14.2, 15 Annex. I of Part-I GCC-2020, with up to date correction slip</p>
16.2.7.3	<p><u>Documents mandatory for partnership firm participating as member of JV</u></p> <p>(a) Copy of Partnership Deed (duly registered with the Registrar or notarized prior to date of tender opening as per the Indian Partnership Act.).</p> <p>(b) Copy of letter of consent of all the Partners or individual authorized by partnership firm to enter into JV Agreement as per proforma given in Annex-XI(duly executed on stamp paper).</p> <p>(c) Special Power of attorney to be submitted by Partnership firm in favour of the individual to sign the tender, to sign the MOU/JV agreement on behalf of the Partnership Firm and to create liability against the firm as per proforma given in Annexure-XVIII (duly registered with the Registrar or notarized). (Required even if MOU/JV agreement is signed by one or more partners authorized in Partnership deed, letter of consent to sign on behalf of the firm is given in (a), (b) above)</p> <p>As per Clause 17.14.1, 15 & 18.2 of Annex.I Part-I GCC-2020, with up to date correction slip</p>
16.2.7.4	<p><u>Documents mandatory for Company participating as member of JV</u></p> <p>a) A Copy of Memorandum of Association/ Articles of Association of Company.</p> <p>b) A Copy of certificate of Incorporation</p> <p>c) A Copy of resolutions passed by Board of Directors of the Company permitting the Company to enter into a JV agreement, to be submitted as per Annexure-XVII.</p> <p>d) Special Power of Attorney/ Authorization issued by the Company (backed by the Resolution of Board of Directors) in favour of the individual to sign the tender, to sign the MOU/JV agreement on behalf of the company and create liability against the Company, as per proforma given in Annexure-XII (duly registered with the Registrar or notarized). (Required even if MOU/JV agreement is signed by the authorized/ power of attorney holder himself as per (c) above)</p> <p>As per Clause No. 17.14.3, 15 of Annex.I Part-I GCC-2020, with up to date correction slip</p>
16.2.7.5	<p><u>Documents mandatory for LLP Firm participating as member of JV</u></p> <p>(a) A copy of LLP agreement.</p> <p>(b) A copy of Certificate of incorporation</p> <p>(c) A copy of Resolution passed by the partners of LLP firm permitting the firm to enter into a JV agreement to be submitted as per proforma given in Annexure-XXIV</p> <p>(d) Special Power of Attorney/ Authorization issued by LLP firm (backed by resolution of partners) in favour of the individual to sign the tender, sign the MOU/ JV agreement on behalf of the LLP firm and create liabilities against the LLP firm as per proforma given in Annexure XX(duly registered with the Registrar or notarized).(Required even if MOU/JV agreement is signed by the authorized/ power of attorney holder himself as per (c) above)</p>

16.2.7.6	<p><u>Documents mandatory for Registered Society and Trust participating as a Member of JV</u></p> <p>(a) A copy of Deed of Formation</p> <p>(b) A copy of certificate of Registration.</p> <p>(c) A copy of Resolution passed by the executive members of Registered Society/Trust permitting the registered society/Trust to enter into a JV agreement as per proforma given in Annexure XXVI.</p> <p>(d) Special Power of Attorney/ Authorization issued by the registered society/ trust (backed by resolution of partners) in favour of the individual to sign the tender, to sign the MOU/ JV agreement and create liabilities against the Registered Society/ Trust as per proforma given in Annexure-XXVII(duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (c) above)</p>
	<p><u>Note to Para 16</u></p> <ol style="list-style-type: none"> 1. The tenderers shall submit a certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-II as mentioned in clause No. 16.1(b). Non submission of a certificate by the bidder shall result in summarily rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. 2. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned. 3. The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. 4. Any such verification or lack of such verification by the DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the DFCCIL there under. 4.1 In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire DFCCIL for 5(five) years. 4.2 In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee and Security Deposit available with the DFCCIL shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to five years. 5. No post tender submission of documents shall be permitted in respect of tender. However, only clarification can be called for by DFCCIL in respect of any part / document submitted by the tenderer which shall be responded to by the tenderer within 10 working days of the date of issue of such letter for clarifications, failing which the offer shall be dealt with as per available documents. 6. The documents mentioned ‘mandatory’ in clause No. 16 above are required to be uploaded by the contractor with tender document. If any of these documents is not uploaded along with the tender, the offer shall be summarily rejected.

	<p>7. In addition to above Tenderer have to certify that neither I /We (name of the sole Proprietor firm/ Partnership Firm/Limited Company/ LLP/Registered Society/Trust / JV firm) nor any of the partner or partnership firm/ LLP /Member of Registered Society/ Trust / Constituent of JV firm including partner of partnership firm in JV has/ have been black listed or debarred by DFCCIL or any other Ministry /Department/ Public Sector Undertaking of the Government of India/ any State from participation in tenders/contract on the date of opening of bids either in our individual capacity or in any firm in which we are partners.</p> <p>As per Clause No. 11(v),11(vi) Annexure 1 part I of GCC-2020, with up to date correction slip</p>
17.0	<p>Participation of Partnership Firms in works tenders</p> <p>The partnership firm shall be governed as per Clause No. 18.1 to 18.12 of Tender Form (second Sheet) Annex. I Part-I of GCC-2020, with up to date correction slip.</p>
18.0	<p>Participation of Joint Venture (JV) in Works Tender shall be governed as per Clause No. 17 of Tender Form (second Sheet) Annex. I Part-I of GCC-2020, with up to date correction slip. :</p> <p>Not Applicable in this Tender.</p>
19.	<p>The tenderer shall submit the original copies of the documents as per Annexure II, IX, X, XI, XII, XIII, XIV, XV, XVII, XVIII ,XX, XXI, XXII, XXIII, XXIV,XXV , XXVI and XXVII as applicable for Sole Proprietor/Partnership firm/LLP/Registered Society & Trust /Limited Company/JV Firms as and when required by the DFCCIL for the verification. If the required documents are not submitted by the tenderer or any discrepancy between the scanned uploaded documents and original documents then the offer of the tenderer will be summary rejected and the action will be taken as per the various provisions of Affidavit to be submitted by the tenderer as per Annexure-II.</p>
20.0	<p>Security Deposit:</p>
20.1	<p>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 Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. 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 (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.</p> <p>Further, in case of contracts having value equal to or more than Rs. 50 crore(Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Standard General Conditions of Contract. Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Earnest Money deposited by the Contractor with his tender will be returned by the DFCCIL.</p> <p>Note: After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.</p> <p>As per Clause No. 16.(1) Part-II of GCC-2020 , with up to date correction slip</p>

20.2	<p>Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after the following:</p> <p>(a) Final Payment of the Contract as per clause 51.(1) and</p> <p>(b) Execution of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Contractor and</p> <p>(c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50 (1), in case applicable.</p> <p>As per Clause No. 51.(1) and 16.2(i) Part-II of GCC-2020, with up to date correction slip</p>
20.3	<p>Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with DFCCIL under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.</p> <p>As per Clause No. 16.2(ii) Part-II of GCC-2020, with up to date correction slip</p>
21.0	<p>No interest shall be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub Clause 16.(4)(b) of GCC2020 with up to date correction slip will be payable with interest accrued thereon.</p> <p>As per Clause No. 16.3, Part-II of GCC-2020, with up to date correction slip</p>
22.0	<p>Performance Guarantee</p> <p>The procedure for obtaining Performance Guarantee is outlined below:</p> <p>(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the DFCCIL, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.</p> <p>The failed Contractor shall be debarred from participating in re-tender for that work.</p> <p>(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 3% of the contract value (for all tenders issued till 31.12.2021). The reduced percentage of Performance Security shall continue for the entire duration of the contract and there shall be no subsequent increase of Performance Security even beyond 31.12.2021.</p>

	<p>(i) A deposit of Cash;</p> <p>(ii) Irrevocable Bank Guarantee;</p> <p>(iii) Government Securities including State Loan Bonds at 5% below the market value;</p> <p>(iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;</p> <p>(v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;</p> <p>(vi) Deposit in the Post Office Saving Bank;</p> <p>(vii) Deposit in the National Savings Certificates;</p> <p>(viii) Twelve years National Defence Certificates;</p> <p>(ix) Ten years Defence Deposits;</p> <p>(x) National Defence Bonds and</p> <p>(xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of CPM, DFCCIL, Ajmer (free from any encumbrance) may be accepted.</p> <p>(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.</p> <p>(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 the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 3% (Three percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 3% (Three percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with DFCCIL, shall be returned to Contractor as per his request duly safeguarding the interest of DFCCIL.</p> <p>(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.</p> <p>(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with DFCCIL.</p> <p>(g) The Engineer shall not make claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the agreement) in the event of:</p> <p>(i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.</p> <p>(ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.</p> <p>The Contract being determined or rescinded under clause 62 of the GCC</p> <p>As per Clause No.16.(4), Part-II of GCC-2020, with up to date correction slip</p>
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23	MEASUREMENTS OF CONTRACTOR WORKS.
23.1	<p>The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / registered society /registered trust etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.</p> <p>As per Clause No. 15 of Annexure I part 1 of GCC-2020, with up to date correction slip</p>
23.2	<p>Measurement of works by DFCCIL:</p> <p>The contractor shall be paid for the works at the rates in the accepted Schedule or Rates and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one, for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the contractor's attendance, the work may be measured up in his absence and such measurements shall notwithstanding such absence, be binding upon the contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below :</p> <p>a) It shall be open to the contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.</p> <p>b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.</p> <p>(As per Clause No. 45 (i), Part-II of GCC-2020, with up to date correction slip)</p>

23.2.1	<p>Measurement of Works by Contractor's Authorized Representative (In case the contract provides for the same):</p> <p>(a) The contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined under Clause 39 part II of GCC-2020, with up to date correction slip on of these conditions on the measurements taken by the contractor's authorized engineer in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.</p> <p>The date and time of test checks shall be communicated to the contractor who shall be present at the site and shall witness the test checks, failing the contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon contractor provided always that any objection made by contractor to test check shall be duly investigated and considered in the manner set out below :</p>
	<p>i) It shall be open to the contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned DFCCIL's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.</p> <p>ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.</p> <p>(b)Incorrect measurement, actions to be taken :</p> <p>If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following :</p> <p>(i) On first occasion of noticing exaggerated/false measurement, engineer shall recover liquidated damages equal to 10% of claimed gross bill value.</p> <p>(ii) On any next occasion of noticing any exaggerated/false measurement, DFCCIL shall recover liquidated damages equal to 15% of claimed gross bill value. In addition the facility of recording of measurements by contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by DFCCIL as per clause 45(i) of GCC-2020.</p> <p>The detailed procedure for recording of measurements, provisional payment, test check, final payment etc. shall be as per para 1316 A of the Indian Railway Code for Engineering Department.</p> <p>As per Clause No. 45 (ii), Part-II of GCC-2020, with up to date correction slip</p>
Note	<p>'Contractor's authorized engineer' shall mean a graduate engineer or equivalent, having more than 3 year experience in the relevant field of construction work involved in the contract, duly approved by APM/DPM/ Dy. CPM.</p> <p>As per Clause No. 1(1)(q), Part-II of GCC-2020, with up to date correction slip</p>
	<p>(Measurement of works by authorized representative) shall be applicable only for those contracts where specifically mentioned in additional special conditions of contract.</p>

24	PAYMENT OF COTRACTUAL WORKS
24.1	“On-Account” Payments: The contractor shall be entitled to be paid from time to time by way of “On-Account” payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer’s/Engineer’s Representative’s certificates of measurements or Engineer’s certified “Contractor’s authorized engineer’s measurements” shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of ten percent by way of Security Deposits, until the amount of Security Deposit by way of retained earnest money and such retentions shall amount to 6% of the total value of the contract provided always that the Engineer may be any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.
24.2	Rounding off Amounts: - The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paisa shall be omitted and sums of 50 paisa and more up to ₹1 will be reckoned as ₹ 1.
24.3	On account Payments Not Prejudicial To Final Settlement “On-Account” payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as “Final Measurements” and as such have been signed by the Contractor and Engineer’s/ Engineer’s Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.
24.4	Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer’s certified “contractor’s authorized engineer’s measurements” of the total quantity of work executed by the Contractor up to the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39, 43(2), 45(a), 48(1), 48(2), 48(3), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1)(i) to xv (B) of Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.
25.0	<u>INSTRUCTIONS OF MODE OF PAYMENT IN WORKS TENDERS OR SERVICE TENDER THROUGH LETTER OF CREDIT (LC)</u>
25.1.1	For all the tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the option to take payment from DFCCIL through a letter of credit (LC) arrangement.
25.1.2	This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railways Electronic procurement System - the e-application on which tenders are called by DFCCIL) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
25.1.3	The option so exercised, shall be an integral part of the bidder’s offer.

25.1.4	The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
	<p>In case tenderer opts for payment through LC following shall be the procedure to deal release of payment through LC: (a) The LC shall be a sight LC,</p> <p>(b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.</p> <p>(c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from DFCCIL Accounts Units for tenders opened in financial year 202019. SBI branches where the respective DFCCIL Accounts Office has its Account (local SBI branch) will be the issuance/ reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.</p> <p>(d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.</p> <p>(e) The LC terms and conditions shall inter-alia indemnify and save harmless the DFCCIL from and against all losses, claims and demands of every nature and description brought or recovered against the DFCCIL by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by DFCCIL on this account shall be considered as reasonable compensation and paid by contractor.</p> <p>(f) The LC terms and conditions shall inter-alia provide that DFCCIL will issue a Document of Authorization (format enclosed as Annexure-‘B’) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.</p> <p>(g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.</p> <p>(h) The Document of Authorization shall be issued by DFCCIL Accounts Office against each bill passed by DFCCIL.</p> <p>(i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by DFCCIL Accounts Office to DFCCIL’s bank (Local SBI Branch).</p> <p>(j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Bill.</p> <p>(k) The payment against LC shall be subject to verification from DFCCIL’s Bank (Local SBI Branch).</p> <p>(l) The contractor’s bank (advising bank) shall submit the documents to the DFCCIL’s Bank (Local SBI Branch).</p> <p>(m) The DFCCIL’s bank (issuing bank) shall, after verifying the claim so received with reference to the digitally signed Document of Authorization received from DFCCIL Accounts Office, release the payment to contractor’s bank (advising bank) for crediting the same to contractor’s account.</p> <p>(n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.</p> <p>(o) The LC shall be closed after the release of final payment including PVC amount, if any to the contractor.</p> <p>(p) The release of performance guarantee or security deposit shall be dealt directly by DFCCIL with the contractor i.e., not through LC.</p> <p>For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as Annexure-‘A’.</p>

	<p style="text-align: right;"><u>Annexure-‘A’</u></p> <p style="text-align: right;">(Clause No. 24.2 of General Instructions to Tenderers)</p> <p>Request letter from Executive branch to Accounts Office for opening of LC</p> <p>Office of DFCCIL</p> <p>No..... Dated.....</p> <p>The Dy. CPM/Finance Ajmer</p> <p>Sub:- Opening of LC Ref:-Supply Order / Contract Agreement No. *****</p> <p>It is requested to open a sight LC against the above referred order/Agreement in favour of The details of beneficiary are as under:</p> <p>i) Name of Contractor/Supplier ii) Vendor code iii) Address iv) Tender No. v) Contract Agreement No. vi) Description of Goods/Service vii) Value of Contract viii) Stages of payment xi) Expected payment within 6 months (LC Amount) xii)</p> <p>Beneficiary bank details;</p> <p>a. Bank name b. Address c. Account No. d. IFSC Code</p> <p>It is certified that the supplier/contractor has exercised the option of taking payment due against the tender, through LC arrangement in IREPS portal at the time of bidding itself and the option has been flagged in the IREPS. This has the approval of</p> <p>xiii) Validity/period for which LC is to be opened.</p> <p style="text-align: right;">(Signature) Name..... Designation.....</p> <p>(Official Seal)</p>
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Annexure-‘B’

(Clause No. 24.1.5(f) of General Instructions to Tenderer)
LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated: -----

DOCUMENT OF AUTHORIZATION

Reference: (i) Works Contract/ Supply Contract No..... dated.....
(ii) Inland Letter of Credit No..... Dated.....

This document is issued against contract No..... (FROM IREPS)
..... DATED..... FOR WORK OF
(DESCRIPTION OF WORK FROM IREPS).....

The beneficiary of the aforementioned Letter of Credit M/s..... (NAME AND VENDOR CODE)..... (Vendor Code..... as per IREPS.....) Is entitled to receive payment aggregating INRSSS (FROM ABSTRACT OF BILL PASSED)... Out of total LC amount of INR (FROM MASTER TABLE OF LC OPENED) Against the first/second* commercial Invoice No. (FROM IPAS) Dated..... FROM IPAS..... for INR (FROM IPAS) raised against the above contract from State Bank of India..... (Branch FROM LC MASTER TABLE) On the strength of this Certificate.

The details of payment already made to the beneficiary under this Letter of Credit are as follows:

S. No.	Invoice No.	Invoice date	Invoice Amount (INR)	LCDA No.	LCDA date	Amount paid (INR)

Total Paid	
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THIS PAYMENT: sass.....

LC balance after this payment:

(Signature of authorized DFCCIL authority)

Name

Designation

Official Seal

26.0 **GUIDELINES FOR ELECTRONIC REVERSE AUCTION FOR WORKS, SERVICE CONTRACTS (Fortenders valued more than Rs. 50 Cr. in each case):Not Applicable**

SPECIAL CONDITIONS OF CONTRACT (GENERAL)

PART-IV**SPECIAL CONDITIONS OF CONTRACT (GENERAL)**

1.0	These special conditions and the work schedule shall govern the works to be executed under this contract in addition to and/or in part supersession of the General Conditions of Contract-2020 and Standard Specifications as laid down in the Indian Railways Unified Standard Specifications (Works and Material) -2010 / 2020, CPWD Specifications 2019 Vol I & II as amended/ updated by correction Slips on or before the opening of tender.
2.0	<p>Order of Precedence of Documents: In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:</p> <ul style="list-style-type: none"> i.Letter of Award ii.Schedule of Items, Rates & Quantities iii.Special Conditions of Contract iv. Technical Specifications as given in tender documents v. Drawings vi. Indian Railways Standard General Conditions of Contract vii. CPWD Specifications 2019 Vol I & II as amended/ updated by correction Slips on or before the opening of tender. viii.IR Specifications/Guidelines ix. Relevant B.I.S. Codes
3.0	Any special condition stated by the tenderer(s) in the covering letter submitted along with the tender shall be deemed as part of contract to such extent only as have explicitly been accepted by the DFCCIL.
4.0	<u>USE OF DFCCIL LAND</u>
4.1	Use of DFCCIL land required by the contractor(s) for constructing temporary offices, quarters, hutments etc. for the staff and for storing materials etc. would be permitted to him/them free of charge by DFCCIL, if available. The location of these offices, hutments, stores etc., will be subject to the approval of the engineer or his authorized representative. The land will be restored to DFCCIL by the contractor(s) in the same condition as when taken over or in vacant condition as desired by the engineer, after completion of the work or at any earlier day, as specified by the Engineer. The failure to do so will make the contractor(s) liable to pay the cost incurred by the DFCCIL for getting possession of land.
4.2	The tenderer(s) shall also acquaint himself /themselves with the availability of land, working space for his/their works etc. The DFCCIL will not acquire any land for the purpose of movement of vehicles of the Contractor/s for executing the work by the contractor/s.
5.0	<p><u>USE OF PRIVATE LAND</u></p> <p>The Contractor will have to make his/their own arrangements for use of private land, outside DFCCIL limits for due fulfillment of contract or for borrow pits, approaches, etc., directly with the land owners or local authority and to pay such rents if any as are payable as may be mutually agreed upon between them.</p>
6.	<p><u>FIGURES, DIMENSIONS ETC.</u></p> <p>Figures, dimensions and drawings shall supersede measurements by scale and drawing to larger scale shall take precedence over those to a smaller scale. Special dimensions or directions in the specification shall supersede all else.</p>
7.	<p><u>PLEA OF CUSTOM</u></p> <p>The plea of custom prevailing will not on any account be permitted as excuse for an infringement of any of the conditions of the contract or specifications</p>

8.0	<u>SEIGNIORAGE CHARGES</u>
8.1	The contractor/s shall comply with all the instructions issued by the Chief Inspector of Mines in respect to the safety of the workmen and the working of quarries and maintain register in which shall be recorded, such information/s for supply annually to Chief Inspector of Mines of the Government of India, as required by him. Final payment will be released after producing the no dues certificate from Mining department or any other concerned office of the area. The contractor/s are required to produce necessary documentary proof regarding payment of royalty to Mining Department of the stone ballast supplied, as and when demanded by the DFCCIL administration. Final Bill shall be released only after production of "No Dues" certificate from the Mines Department, by the contractor.
8.2	The rates quoted by the tenderer shall be inclusive of seigniorage charges on all items of work to be executed under the contract, applicable as on the last date of submission of tender.
9.0	<u>TAXES</u> -The accepted rates should be deemed to include all taxes direct or indirect Including Income Tax leviable under Central/State or Local Bodies Act or Rules, Octroies, Tolls, Royalties, Seigniorages, Cess and similar imposts that may be prevailing from time to time in respect of land, structures and all materials supplied in the Performance of this Contract.
10.0	The Building and Other Construction workers (Regulation of Employment and conditions of service) Act, 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996: The tenderers for carrying out any construction work must get themselves Registered with the Registering Officer under section 7 of the "Building and other construction workers act, 1996" and rules made there to by the concerned state Govt. and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Department). The Cess shall be deducted from contractor's Bills as per provision of Act.
11.0	<u>DEDUCTION OF INCOME TAX AT SOURCE</u> In terms of new section 194 inserted by the Finance Act 1972 in the Income Tax Act 1961, the DFCCIL shall at all the time arranging payment to the contractor sub-contractor (in case of sub-contractor only when the DFCCIL responsible for payment of the consideration to him under the contract) for carryout any work (including supply of labour for carryout the work under the contract) be entitled to deduct income tax at source or income comprised in the sum of such payments. The deduction towards income tax to be made at source from the payments due to non-residents shall continue to be governed by section 195 of the Income Tax Act, 1961.
12.0	<u>ROYALTIES AND PATENT RIGHTS</u> The contractor shall defray the cost of all royalties, fees and payment in respect of patents, patent rights and licenses which may be payable to patentee, license or other person or corporation and shall obtain all necessary licenses. In case of any breach (whether willfully or inadvertently) by the contractor of this provision, the contractor shall indemnify the DFCCIL and its officers, servants, representatives against all claims, proceedings, damages, cost, charges, acceptance, loss and liability which they or any of them, may sustain, incur or be put to by reason or inconsequence of directly or indirectly or any such breach and against payment of any royalties, damages or other monies which the DFCCIL may have to make to any person or paid in total to patent rights in respect of the users of any machine, instrument, process, articles, matters of thing constructed, manufactured, supplied or delivered by the contractors to his order under this contract.

13.0	<p><u>NOTICE TO PUBLIC BODIES</u></p> <p>The Contractor(s) shall give to the municipality, police and other authorities all notices that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be leviable on account of his operations in executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights, etc., required at night.</p>
14.0	<p><u>DAMAGE BY ACCIDENTS, FLOODS OR TIDES</u></p> <p>The contractor shall take all precautions against damage from accident, floods or tides. No compensation shall be paid to the contractor for his plant or material lost or damaged by any cause whatsoever. The contractor shall make good the damages at his cost to any structure or part thereof by any cause during the course of the work.</p>
15.0	<p><u>SERVICE ROADS</u></p> <p>The Contractor/s will be permitted to make use of existing service roads, or service roads constructed by the DFCCIL for its use free of cost. New service roads required by the contractor/s either near the work site or elsewhere within or outside DFCCIL limits for carriage of materials or for any other purpose whatsoever, will have to be constructed and maintained by the contractor/s at his/their own cost. For the purpose of construction of service roads on DFCCIL land, permission will be given free of charge. If any land other than DFCCIL land is necessary to be acquired or to be entered upon, permission to enter in the land will have to be arranged by the contractor/s at his/ their cost. The contractor/s will not prefer any claim, whatsoever on this account. The DFCCIL, however, reserves the right to make use of such service roads as may be constructed by the contractor/s without payment of any charges.</p>
16.0	<p><u>EMERGENCY WORKS</u></p> <p>In the event of any accident or failure occurring in, on or about the work or arising out of or in connection with the construction, completion or maintenance of the works, which in the opinion of the Engineer requires immediate attention, the DFCCIL may bring its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor/s is/are not in a position to do so in time and charge the cost thereof, which will be determined by the CGM, DFCCIL, to the contractor.</p>
17.0	<p><u>MAINTENANCE PERIOD</u></p> <p>The maintenance period is limited to date of completion of work.</p>
18.0	<p><u>INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE</u></p>
18.1	<p>The contractor shall at all times, execute the contract work only in the presence and under the supervision of the Engineer's Representative or a DFCCIL employee specifically appointed on his behalf. No work under the contract shall, therefore, be commenced by the contractor without the express permission of the Engineer's representative.</p>
18.2	<p>The contractor shall always execute the work under this contract in strict compliance with the instructions/directives by the Engineer's representative. Any act of non-compliance with the instruction/directives issued by the Engineer's representative shall be considered as a default of the contractor where after the DFCCIL shall be free to take further appropriate action as provided in the contract for dealing with such defaults of the contractors. The decision of the Engineer-in-charge whether there has been an act of noncompliance with the instruction/directives of the Engineer's representative for the purpose of this clause shall be final and conclusive.</p>
18.3	<p>The instructions/directives by the Engineer's representative shall not, however, absolve the contractor of his responsibility or reduce his responsibility in any manner whatsoever in regards to maintaining at all times the safe working conditions at the work site.</p>

18.4	Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows: (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof. (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.
19.0	NON-COMPLIANCE WITH THE INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE
19.1	The contractor shall always comply with the instructions/directives issued by the Engineer's representative from the time to time. In the event of any non-compliance with such instructions/directives, apart from and in addition to other remedies available to the DFCCIL as specified herein above the Engineer's representative may employ at the works DFCCIL's workmen with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of DFCCIL traffic. The decision of the Engineer's representatives in regard to the need of appropriateness and adequacy of the deployment of the DFCCIL Workmen with necessary equipment shall be final and conclusive.
19.2	When the DFCCIL workmen with necessary equipment are deployed in the above manner, recovery at the following rate shall be made from the contractor's dues under this contract or any other money of the contractor available with the DFCCIL under this contract. The recovery for the total DFCCIL Workmen Hours employed at the rate of Rs. 100/- (Rupees Hundred only) per Workmen-Hour irrespective of the type and grade of the DFCCIL Employee actually employed. The aggregate period of the Workman-Hours for the above recoveries shall be reckoned from the time the DFCCIL Workmen are actually deployed at the work site till the work is completed to the satisfaction of the Engineer's Representative whose decision in this regard shall be final and conclusive.
19.3	During the above-mentioned period of suspension of work, the contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt of the contractor shall be deemed to be an unauthorized work on the work site. For such acts, the contractor shall then be liable for further appropriate action under the relevant provisions of the Indian Railway Act.
20.0	<u>WARRANTY</u> The Contractor(s) shall warrant the materials supplied under this contract to be free of any defects in material and workmanship under ordinary use and service.
21.0	<u>SHIFTING OF ELECTRICAL/TELEGRAPH WIRES</u>
	In some stretches, high-tension grid towers /electric telegraph/telephones wires or posts etc. are to be shifted. It is expected that the electric lines/towers will be shifted in good time but in case, there is any delay on this account suitable extension in date of completion will be considered and given to the contractor for only the effected portion and no compensation whatsoever in this respect or due to the delay thus caused will be payable and contractor has to adopt such methods of execution of earthwork so as not to cause any damage to existing structure lines etc.

22.0	<p><u>HANDING OVER OF SITE FOR WORK</u></p> <p>The entire land required for this work is available. However, DFCCIL may not hand over the entire land required for completion of this work for making bank/cutting or excavation to the contractor(s) due to any unavoidable reasons. Land may be handed over in different stretches, which may not be continuous. Contractor(s) will be required to carry out the work in available stretches. If some stretch of land cannot be handed over to the contractor for borrowing earth or making bank/cutting within the contract period then suitable extension will be granted only for the affected portion without any payment of extra claim to the contractor.</p>
23.0	<p><u>Working during Night:</u> The Contractor shall have to carry out dewatering round the clock if required. But will not carry out any other work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same. (Authority Clause No. 23 Part-II of GCC-2020, with up to date correction slip)</p>
24.0	<p><u>MODE AND TERMS OF PAYMENT</u></p>
24.1	<p>All payments will normally be made only for finished works on the basis of mode and terms of payments agreed upon and provided in the contract.</p>
24.2	<p><u>MANNER OF PAYMENT</u></p> <p>Payment to the contractor will be made through Electronic Fund Transfer (EFT) for payment of running and final bills. The tenderer (s) will also fill the Annexure-I indicating the bank account number, name of bank and bank specific code number (MICR/IFSC) as enclosed. The conditions and Annexure-I will be part of the tender document.</p>
25.	<p><u>ACCIDENT/NATURAL CALAMITIES</u></p>
25.1	<p>Vehicle and equipment of the contractor can be drafted by DFCCIL Administration in case of accidents/natural calamities involving human lives.</p>
25.2	<p>For payment purpose, the item may be operated as New Non-Schedule (NS Item) as per existing norms and powers delegated.</p>
25.3	<p>Contractor may submit list of vehicles and equipment available with him.</p>
26.0	<p><u>MOBILIZATION ADVANCE</u>(For Contract Value Rs. 25 Crores and Above) :- Not Applicable for this tender.</p>
27.0	<p><u>STAGE PAYMENT ON SUPPLY OF STEEL IN WORKS CONTRACT</u> (For contract value Rs. 15.00 crores&above) : Not Applicable for this tender.</p>
28.0	<p><u>BONUS FOR EARLY COMPLETION OF WORK:</u> In case of open tenders having value more than Rs. 20 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either DFCCIL or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 3% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.</p>
29.0	<p>Contractor shall provide suitable manpower to Engineer in Charge or his representative at all times during currency of the contract for assisting him in giving layout of work, carrying out quality checks, taking measurements and other associated activities for effective supervision of work.</p>
30.0	<p><u>DEPLOYMENT OF QUALIFIED ENGINEERS AT WORK SITES BY THE CONTRACTOR</u>(As per Clause No.26-A of G.C.C. 2014 Part-II with up to date correction slip)</p>

30.1	The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the DFCCIL through separate instructions from time to time.
30.2	In case the contractor fails to employ the Engineer, as aforesaid in Para 30.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender document penalty at the rates, as may be prescribed by the DFCCIL (Para 30.4) through separate instructions from time to time for the default period for the provisions, as contained in Para 30.1.
30.3	No. of qualified Engineers required to be deployed by the Contractor for various activities contained in this works contract shall be as under:- (i) For tenders costing below Rs.50.00 Cr. 1) Graduate Engineer – Minimum 1 Nos. 2) Diploma Engineer – Minimum 1 Nos. (ii) For tenders costing Rs.50.00 Cr. and above. 1) Graduate Engineer – Minimum 2 Nos. 2) Diploma Engineer – Minimum 2 Nos.
30.4	In case the contractor fails to employ the Qualified Engineer, as aforesaid in Para 30.1 above, he, in terms of provisions of Clause 30.2 to the Conditions of Contract, shall be liable to pay an amount of Rs. 40,000/- and Rs. 25,000/- for each month or part thereof for the default period for the provisions, as contained in Para 30.3 above respectively.
31.0	<u>PRICE VARIATION CLAUSE</u> (As per Clause No. 46 A of GCC 2020 with up-to-date correction slip) For this contract, the PVC shall be paid as Not Applicable in this Tender Contract as mentioned in table 46A-6 of GCC for calculation of price variation.
32.A	Communications to be in Writing: All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or email on registered e-mail IDs and no notice, communication, reference or complaint not in writing or through e-mail shall be recognized. (As per Clause No. 4 Part-II of GCC-2020, with up to date correction slip)

32.B	<p><u>Assignment or subletting of the contract:</u></p> <p>(a) In case contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of CGM for the same. While submitting the proposal to DFCCIL, contractor shall ensure the following :(As per Clause No. 7 Part-II of GCC-2020, with up to date correction slip)</p> <p>(i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.</p> <p>(ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be sub-letted, in last 5 years through a works contract directly given to him by a Govt. Department; or by a Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by contractor to DFCCIL and work experience certificate issued by a person authorized by the Public Listed Company to issue such certificates.</p> <p>In case contractor submits subcontractor's work experience certificate issued by public listed company, the contractor shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate. The details shall be furnished as per the annexure IV A, IV-B, IV-C as applicable to the Engineer in charge</p> <p>(iii) There is no banning of business with the sub-contractor in force over IR/DFCCIL.</p> <p>(b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.</p> <p>(c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.</p> <p>(d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.</p> <p>(e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of DFCCIL, with prior intimation to Chief Engineer.</p> <p>(f) The Contractor shall indemnify DFCCIL against any claim of subcontractor.</p> <p>(g) The Contractor shall endeavor to resolve all matters and payments amicably and speedily with the subcontractor.</p> <p>(h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.</p> <p>(i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.</p> <p>(j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the DFCCIL and this shall be deemed as 'excepted matter' (matter not arbitrable).</p>
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	(k)The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the DFCCIL and shall not relieve the Contractor of any responsibility under the Contract.
33	Display Board: The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m. As per Clause No. 34.(5) Part-II of GGC-2020with up to date correction slip
34.0	VARIATIONS & MODIFICATION IN EXTENT OF CONTRACT
34.1	Modification to Contract to be in Writing: In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.
34.2.1	Powers of Modification to Contract: The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
34.2.2	<p>(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.</p> <p>(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.</p> <p>(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates</p> <p>(a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;</p> <p>(b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;</p> <p>(c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.</p> <p>(d) Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.</p> <p>d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;</p> <p>d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;</p> <p>d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.</p> <p>(iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of</p>

	<p>earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.</p> <p>(v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.</p> <p>(vi) As far as DSR items are concerned, the limit of 25% would apply to the value of DSR schedule as a whole and not on individual DSR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).</p>										
34.3	<p>Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.</p>										
34.4	<p><u>Rates for Extra Items of Works:</u> Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Schedules of Rates shall be executed at the rates set forth in the "CPWD-DSR" modified by the tender percentage, and for such items not contained in the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Schedule of Rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the DFCCIL shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure. The assessment of rates for extra items shall be arrived at based on the prevailing rates and by taking guidance from the following documents in order of priority:</p> <p>(i) Analysis of Delhi Schedule of Rates issued by CPWD</p> <p>(ii) Analysis of Unified Schedule of Rates of Indian Railways.</p> <p>(iii) Market Analysis</p>										
35.0	<p>HANDLING VITIATION DURING VARIATION IN CONTRACT QUANTITIES</p> <p>In partial modification of existing instructions, it has been decided that as a result of variations, a contract shall be considered "vitiating" only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded.</p> <table border="1"> <thead> <tr> <th>S N</th><th>Value of contract</th><th>Percentage difference bet. Present contractor and new L1 as a result of variation. (Percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor).</th></tr> </thead> <tbody> <tr> <td>1</td><td>Small value contracts (Tender value less than Rs. 50 lakh)</td><td>10</td></tr> <tr> <td>2</td><td>Other than small value contracts (Tender Value equal to or more than</td><td>5</td></tr> </tbody> </table>		S N	Value of contract	Percentage difference bet. Present contractor and new L1 as a result of variation. (Percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor).	1	Small value contracts (Tender value less than Rs. 50 lakh)	10	2	Other than small value contracts (Tender Value equal to or more than	5
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2	Other than small value contracts (Tender Value equal to or more than	5									

		Rs. 50 lakh).									
35.1	When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken.										
35.1.1	The DFCCIL administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and layout of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity maybe invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.										
35.2	<p>The above shall be regulated as under:</p> <p>(a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender. The provisions of DFCCIL Board letter No. 2007/CE.I/CT/18/Pt. XII dated 31.12.2010 hereby gets superseded.</p> <p>(b) These instructions will be similarly applicable to earning contracts with H-1, H-2 Substituted for L-1, L-2 and so on.</p> <p>(c) Executives while executing the work shall make all efforts to ensure that no Vitiating takes place in normal circumstances. Vitiating should be an exceptions Rather than a routine affair. Efforts should be made to invite bids on the basis of Percentage above/below/at Par.</p> <p>(d) Vitiating should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/ additions by way of new items will not be counted for computing Vitiating.</p>										
36.0	<p><u>EXTENSION OF TIME WITH LIQUIDATED DAMAGE (LD): FOR DELAY DUE TO CONTRACTOR</u></p> <p>The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A, of Part-II of GCC-2020, with up to date correction slip the DFCCIL may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time as the Engineer may decide. On such extension the DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the following rates of the contract value of the works.</p> <p>For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.</p> <table><tr><td></td><td>S. No.</td><td>Duration of extension of time under Clause 17-B</td><td>Rate of Penalty</td></tr><tr><td></td><td>(i)</td><td>Up to Twenty percent of original period of completion including period of extension of DOC granted under Section 17A(i)</td><td>As decided by Engineer, between 0.01% to 0.10% of contract value for each week or part of the week</td></tr></table>				S. No.	Duration of extension of time under Clause 17-B	Rate of Penalty		(i)	Up to Twenty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.10% of contract value for each week or part of the week
	S. No.	Duration of extension of time under Clause 17-B	Rate of Penalty								
	(i)	Up to Twenty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.10% of contract value for each week or part of the week								

		(ii)	Above Twenty percent but up to Thirty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.20% of contract value for each week or part of the week
		(iii)	Above Thirty percent but up to Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.30% of contract value for each week or part of the week
		(iv)	Above Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.50% of contract value for each week or part of the week
		Provided further, that if the DFCCIL is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the DFCCIL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default. As per Clause No. 17(B) Part-II of GCC 2020with up to date correction slip		
37.0	Quarterly Statement of Claims: The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars.			
38.0	Settlement of disputes – Indian Railways Arbitration & Conciliation Rules (as per Clause 63 & 64 and its Sub Clauses). All disputes shall be referred by the Contractor to the Director(Infra), DFCCIL Corporate Office, Pragati Maidan Metro Station Building, New Delhi.			
39.0	All the Provisions as illustrated in clause 54 to 60 of GCC 2020, related to 'Labour' shall have to be complied with, by the contractor.			
40.0	Accepted Program of Work: The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed program of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organisation (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The program of work amended as necessary by discussions with the Engineer, shall be treated as the agreed program of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this program of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the program. (ii) Prior to the commencement of any construction activity, a method statement, proposed to be adopted for executing the Work shall be submitted to Engineer in Charge. The method statement shall include details of material acceptance, execution procedures, checks at various levels, quality parameters, equipment/ machineries, quality assurance, quality control measures, traffic management, inspection checklist, documentation and remedial works etc.			

42.0	Workmanship and Testing: The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor
43.0	Post Payment Audit: It is an agreed term of contract that the DFCCIL reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract
44.0	Infringement of patents: Indemnification by contractor:- In the event of any claim or demand being made or action being brought against the Employer for infringement of later patent in respect of any equipment, machine, plant, work or thing used or supplied by the Contractor under this contract or in respect of any methods of using or working by the Employer of such equipment machine, plant work or thing, the contractor shall indemnify the employer and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the Employer shall notify the contractor immediately any claim is made and that the contractor shall be at liberty, if he so desires with the assistance of the Employer if required but at the Contractor's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such equipment, machine, plant work or thing, shall be used by the Employer for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.
45.0	Insurance (CAR Policy)- Before commencing of works, it shall be obligatory for the contractor to obtain, at his own cost, insurance cover (CAR policy) in the joint name of the contractor and employer from reputed companies under the following requirements: (A) Liability for death of or injury to any person/ employer's staff / animals or things or loss of or damage to any property / things / the work of other contractor (other than the work) arising out of the performance of the Contract. (B) Construction Plant, Machinery and equipment brought to site by the Contractor. (C) Any other insurance cover as may be required by the law of the land. The contractor shall provide evidence to the employer / Engineer before commencement of work at site that the insurances required under the contract have been effected and shall within 60 days of the commencement date, provide the insurance policies to the Employer/Engineer, the contractor shall, whenever, called upon, produce to the engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force. The Contractor shall also obtain any additional insurance cover as per the requirements of theContract. The Employer/Engineer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or his sub-contractor or petty contractor / other contractor working there.

	<p>The Contractor shall indemnify and keep indemnified the employer / Engineer against all such damages and compensation for which the contractor is liable.</p> <p>The Policies of the contractor shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period except for any specific insurance covers necessary for shorter period.</p> <p>If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the engineer in the insurance policies mentioned above, then in such cases, the engineer may effect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the premium/premiums paid by the engineer in this regard from the payment due to the Contractor or from the contractor's Performance security. However, the Contractor shall not be absolved from his responsibility and /or liability in this regard.</p>
46.0	<p>Accident:-</p> <p>(a) The contractor shall, in respect of all staff engaged by him or by his sub- contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.</p> <p>(b) The contractor shall indemnify and keep the employer indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons sustained due to the acts or omission of the contractor, his sub-contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.</p> <p>(c) The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by workmanship, material, execution or negligence on the part of the contractor.</p> <p>(d) The contractor shall be responsible for all repairs and rectification of damages to completed works or works under execution due to DFCCIL accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installation are provisionally handed over to the employer.</p>
47.0	<p>GST</p> <p>GST as applicable from time to time on taxable value of each running account bill shall be paid by Contractor. Tenderer should bear the fact in mind while quoting the rates that GST will be paid by Contractor as per prevailing rate as applicable. Documentary evidence of deposition of GST will be produced by contractor for on account bill.</p>
48.0	<p>PERMITS, FEES, TAXES & ROYALTIES</p> <p>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 taxes and duties.</p> <p>The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.</p>

49.0	<p>STATUTORY INCREASE IN DUTIES, TAXES ETC.</p> <p>Tenderers will examine the various provisions of the central Goods and services Tax Act, 2017 (CGST)/ Integrated goods and service tax Act, 2017 (IGST)/ Union Territory Goods and services tax Act, 2017/(UTGST)/respective state's state Goods and services tax Act (SGST) also, as notified by central/state Govt & as amended from time to time and applicable taxes before bidding. Tenders will ensure that full benefit of input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.</p> <p>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. The tender shall be inclusive of all taxes levies as mentioned in 1.7 above.</p> <p>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/bidding contractor should bear the above fact in mind. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.</p>
50.0	<p>EXCISE DUTY OR ANY OTHER TAXES/DUTIES:</p> <p>The contractor shall bear full taxes /duties levied by state government and / or Central Government/ Local bodies from time to time. This would be entirely a matter between the contractor and the State / Central Government/ Local bodies. No claim, what so ever, on this account shall be entertained by DFCCIL.</p>
51.0	<p>ROAD TAX CHARGES:</p> <p>Road Tax/Charges levied by Government for movement of vehicles of contractor, used in transportation, shall be borne by the contractor and no re-imbursement on this account will be made by the DFCCIL.</p>
52.0	<p>FOREIGN EXCHANGE REQUIREMENTS:</p> <p>Any demand of foreign exchange for importing of equipment's and materials shall not be accepted.</p>
53.0	<p>ANTI PROFITEERING CLAUSE: -</p> <p>The contractor should adhere to anti profiteering provisions as per section 171 of the CGST Act. Where due to change in the rates GST/Change in law, the contractor gets any credits/benefits, the same shall be passed on to DFCCIL by way of reduction in prices.</p>
54.0	<p>INTEGRITY PACT:-</p> <p>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 proforma 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. A copy of pre contract integrity pact is enclosed as form no 4 for signature of bidder as acceptance, as and when Independent External monitor is appointed.</p>

55.0	<p>TOOLS-</p> <p>Tools required for this work will be arranged by the contractor.</p> <ol style="list-style-type: none"> All the tools and plants as required to execute the work will be arranged by contractor at his cost and nothing extra shall be paid on this account. The contractor will ensure reconditioning / repair of the tools and plants at his own cost to keep them fit for use. He will repair the worn out tools at his own cost and nothing extra will be paid on this account. The contractor should ensure that labour on work removes their tools clear of the track on the approach of the train. After the day's work the contractor should secure tools in proper tool boxes and in no case the labour be permitted to take tools to their homes. Tools should not be allowed to fall in unwanted hands who can tamper with the Railway/DFCCIL track. <p>In the event of accident at the work site the departmental enquiry will be held and in case it is established that derailment/accident has occurred on account of the contractor's negligence or the negligence of his men, damages as mentioned in the clause of penalty will be recovered.</p>
57.0	<p>Working Hours Of Persons/ Supervisor :-</p> <p>Contractor shall provide the staff on all days of the months. The working hours of workman shall be 8 hrs in 24 hours or as specified in the schedule, However, timings may be advised without any overall impact on the period of duty as per DFCCIL requirement.</p>
58.0	DELETED
59.0	<p>In case the services of the Contractor are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or fails/neglects to carry out any instruction issued to it by DFCCIL from time to time the same can be terminated by DFCCIL on giving of a notice of one month. In case of unsatisfactory performance of the contract, a warning letter will be issued to the Contractor. In case corrective action is not taken, DFCCIL shall have the right to terminate the agreement without any further notice. Unsatisfactory service in this case would be frequent absence or poor attendance of workman, inability to provide replacement, lackadaisical work in maintaining cleanliness, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.</p> <p>The Contractor shall not terminate the services of hired 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.</p>

**SPECIAL CONDITIONS
OF CONTRACT
(SAFETY PRECAUTIONS)**

PART-V
SPECIAL CONDITIONS OF CONTRACT
(SAFETY PRECAUTIONS)

1. MEASURES TO BE ENSURED PRIOR TO START OF WORK

1.1 The contractor shall not start any work without the presence of DFCCIL supervisors at site.

- 1.2** The methodology in detail for execution of the work at site shall be approved by engineering in charge of the organization executing the work and copies of the same shall be available with contractor's supervisor, DFCCIL supervisor of the section in whose jurisdiction the work falls.
- 1.3** Before permitting the execution of certain works like earthwork in formation, bridge work, supply of ballast, transportation of rails, sleepers and other material, track linking, platform/any other civil work close to the running track etc. for new/existing rail lines, gauge conversion, doubling, traffic facility work, ROB/RUB, DFCCIL engineer-in-charge (APM/DPM/PM/Dy. CPM) of the section shall ensure that he received the prior intimation/confirmation of the following aspects from representative of contractor.
- Name and address of the contract assigned to execute the work.
- i) Name of the Contractor's supervisor
 - ii) List of the number(s) of individual vehicle(s)/ machineries, names and license particulars of the driver(s) proposed to be used by contractor.
 - iii) Information regarding location, duration and timings during which the vehicles/machinery are planned to be plied/worked.
 - iv) The supervisors and operators of the contractor proposed to be deployed at work site which is close to the running track, shall be imparted training by the DFCCIL trainer at contractor own cost about the safety measures to be adopted while working in the vicinity of running track. Further competency certificate to the individual supervisors/operator shall be issued as in Annexure-A by a DFCCIL officer not below the rank of Assistant level officer who is in charge of site. No supervisor/operator of the contractor shall work or allowed to work in the vicinity of running track who is not possession of valid competent certificate.
 - v) Survey of site by supervisor of contractor and DFCCIL to assess the precautions to be taken at site for working of trains and materials required for protection.
 - vi) Written advice to sectional APM/DPM about the detailed planning of work including protection of track and safety measures proposed to be adopted.
 - vii) A copy of the approved methodology (to be approved by engineer in charge) proposed to be adapted by the contractor with a view to ensure safety of trains passengers and workers.
 - viii) Assurance that the methods and arrangements are actually available at site before start of the work and the contractors supervisors and the workers have clearly understood the safety aspects and requirement to be adapted/followed while executing the work.
 - ix) An assurance register has been kept at site duly signed by both DFCCIL supervisor as well as by the contractor supervisor as a token of their having understood the safety precautions to be observed at site.
- 1.4** No work shall which is to be done near running track shall commence unless permitted by sectional APM/DPM/PM/Dy. CPM
- 1.5** Supplementary site specific instructions, wherever considered necessary shall be issued by the Engineer in Charge
- 1.6** Standard Check list on Safety at Work Sites shall be used to ensure that all the requisite measures have been taken before start of work.

2.0 PLYING OF ROAD VEHICLES AND WORKING OF MACHINERIES CLOSE TO RUNNING TRACKS

- (i) Normally, the road vehicles shall be run or machinery shall be worked so as not to come closer than 6.0m from center line of nearest running track.
- (ii) The land strip adjacent to running tracks, where road vehicle is to ply or machinery is to work, shall be demarcated by lime in advance in consultation with the DFCCIL's Supervisor. Wooden pegs at interval not exceeding 75mts shall be provided along the line marking as permanent marks. The road vehicles shall ply or machinery shall work so as not to infringe the line of demarcation.
- (iii) If a road vehicle or machinery is to work closer to 6.0m due to site conditions or requirement of work, following precautions shall be observed.
 - a. In no case the road vehicle shall run or machinery shall work at distance less than 3.5m from center line of track.
 - b. Demarcation of land shall be done by bright colored ribbon/nylon cord suspended on 120 cm high wooden/bamboo posts at distance of 3.5 m from center line of nearest running track.
 - c. Presence of an authorized DFCCIL's representative shall be ensured before plying of vehicle or working of machinery.
 - d. DFCCIL's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train. Whistle boards shall be provided wherever considered necessary.
 - e. Lookout men shall be posted along the track at a distance of 800m from such locations who will carry red flag and whistles to warn the road vehicle/machinery users about the approaching trains. Lookout man shall be deputed for Safety at Work Sites.
 - f. On curves where visibility is poor, additional lookout men shall be posted.
- (iv) **If vehicle/machinery is to be worked closer to 3.5m from running track.**

Under unavoidable conditions, if road vehicles is to ply or machinery is to work closer to 3.5m due to site conditions or requirement of work, following precautions shall be observed:

 - a. Plying of vehicles or working of machinery closer to 3.5m of running track shall be done only under protection of track. Traffic block shall be imposed wherever considered necessary. The site shall be protected as per provisions of Para No. 806 & 807 of P-Way Manual as case may be.
 - b. Presence of a DFCCIL's Supervisor shall be ensured at worksite.
 - c. DFCCIL's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train.
- (v) **Precaution to be taken while reversing road vehicle alongside the track.**

The location where vehicle will take a turn shall be demarcated duly approved by DFCCIL's representative. The road vehicle driver shall always face the DFCCIL track during the course of turning/reversing his vehicle. Presence of an authorized DFCCIL representative shall be ensured at such location.
- (vi) Road vehicle shall not be allowed to run along the track during night hours generally. In unavoidable situations, however, vehicles shall be allowed to work during night hours only in the presence of an authorized DFCCIL's representative and where adequate lighting arrangements are made and where adequate precautions as mentioned earlier have been ensured.
- (vii) Road vehicles/machinery/plant etc. when stabled near running tracks shall be properly secured against any possible roll off and always be manned even during off hours.

3.0 EXECUTION OF WORKS CLOSE TO OR ON RUNNING LINES

Any work close to or on running tracks shall be executed under the presence of a DFCCIL's Supervisor only.

- (i) **Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.**
 - a) Contractor has deputed trained supervisors in required number at worksites duly certified by APM/DPM/PM/Dy. CPM in charge of the works.
 - b) Drivers of vehicle/operators of the machines have been briefed about the safety and precautions to be taken while moving / working close to traffic.
 - c) Contractor shall ply road vehicles/working of machinery only between sunset and sunrise. In case of emergency where it is necessary to work during night hours sufficient lighting shall be ensured in the complete work area for the safety of public and passengers. Also additional staff shall be posted as necessary for night working and taking safety precautions.
 - d) The contractor shall not change the approved vehicle/machinery and driver/operator for working at site. Contractor shall not induct any new vehicle/machinery and driver/operator without prior written approval of APM/DPM and the list of such changes with numbers of individual vehicle, name and license particulars of the driver shall be given to APM/DPM/PM/Dy. CPM of the section.
 - e) Contractor shall ensure that road vehicle/machinery ply/work in a way so that these do not infringe the line of demonstration.
 - f) Lookout men with required safety equipment shall be posted where necessary.
 - g) In unusual circumstances, where operator apprehends danger to track while working truck/machinery near running track, following action shall be taken.
 - a) The contractor/supervisor/vehicle operator immediately advice the situation to DFCCIL official/officials of the organization executing the work and assist him/them in protecting the track.
 - b) Protection shall be done as done for other emergencies
 - h) Individual vehicle/machinery shall not be left unattended at site of work. If it is unavoidable and becomes necessary to stable the road vehicle/machinery at site near the running track, these shall be properly secured against any possible roll off and always be manned even during non-working hours. In addition the road vehicle / machinery should be stabled parallel to track only so that incase of failure of any securing arrangement, it may not roll towards the track.
 - i) All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimensions do not infringe. Necessary checks shall be exercised by site in charge from time to time.
 - j) During the hours of night, lamps of temporary indicators which are not of reflective type should be lit at sun-set and kept burning till sun rise, where trains run at night.
- (ii) **Precaution to be taken to ensure safety of electrical/signal/ telephone cables while excavating near tracks.**
 - a) Particular care shall be taken to mark the locations of buried electrical/signal/telephone cables on the plans jointly with S & T/Electric supervisor and also at site so that these are not damaged during excavation.
 - b) Copy of the cable plan should be given to the contractor's authorized representative before handing over the site to start the work.

- c) Due care shall be taken to ensure that any part of the equipment or machinery or temporary arrangement does not come close to cables while working.
- (iii) **Precaution to be taken during execution of works requiring traffic blocks.**
 - a) Any work, which infringes the moving dimensions or causes discontinuity in the track any activity making the existing track unsafe for passage of trains etc. Shall be started only after the traffic block has been imposed, DFCCIL servant in charge of the work is present at the worksite, engineering signals are exhibited at specified distance and flagmen are posted with necessary equipment to man them etc.
 - b) Before closing the work, the track shall be left with the proper track geometry so that the trains run safely and flagmen are kept in the night with safety and track protection equipment to patrol the stretch and take action to protect the track, if so warranted and inform the DFCCIL supervisors.
 - c) After completion of work the released sleeper and fittings should be properly stacked away from the track to be kept clear of moving dimensions.
 - d) Block shall be removed only when all the temporary arrangement, machineries, tools, plants etc. have been kept clear of moving dimensions.
- (iv) **Precaution to be taken during execution of works during night.**

The work close to running line, generally, shall be carried out only during day hours. At locations, however, where night working is unavoidable, proper lighting arrangement should be made. The engineering indicator boards shall be lighted during night hours as per the provisions of IRPWM. The staff deputed for night working should have taken adequate rest before deploying them in night shift. We can specify duration of night shift from 20.00 hrs to 04.00 hrs. All other safety precautions applicable for day time work should be strictly observed during night working.
- (v) **Precautions to be taken to ensure safety of workers while working close to running lines.**
 - a) Any work close to or on running tracks shall be executed under the presence of a DFCCIL's supervisor only.
 - b) Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.
 - 1) Such works shall be planned and necessary drawings particularly with regard to infringement to moving dimensions shall be finalized duly approved by competent authority before execution of work. The work shall be executed only as per approved procedure and drawings.
 - 2) All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimension do not infringe.
 - 3) Suitable speed restriction shall be imposed or Traffic block shall be ensured as required.
 - 4) The site shall be protected as per provisions of Para No. 806 & 807 of P.Way Manual as case may be.
 - 5) Necessary equipment for safety of trains during emergency shall be kept ready at site.
 - c) A 'first aid kit' shall always be kept ready at site.
- (vi) **Precaution shall be taken for safety of public or passengers, while executing works at locations, used by passengers and public.,**

The worksite shall be suitably demarcated to keep public and passengers away from work area. Necessary signage boards such as "Work in progress. Inconvenience is regretted" etc. shall be provided at appropriate locations to warn the public/ passengers. Adequate lighting arrangement of worksite wherever required shall be done to ensure safety of

public/passengers during night.

(vii) **Precaution to be taken before stacking materials alongside the track to ensure that safety of trains is not affected.**

The following precautions shall be taken before stacking the materials along the track for stacking of ballast, rails, sleepers etc.

- a) The sites for material stacking should be selected in advance in such a manner as to ensure that no part of the material to be stacked is infringing the Standard Moving Dimensions. A plan of proposed stacking locations be made and signed jointly by an authorized DFCCIL's representative and contractor's representative.
- b) The selected locations shall be marked by lime in advance.
- c) Presence of an authorized DFCCIL's representative while unloading and stacking shall be ensured.
- d) The material shall be stacked in such a height so as to not to infringe SOD in case of accidental roll off.

(viii) **Precaution for handling of departmental material trains**

Instructions for working of material trains are contained in Chapter XII of IRPWM which should be brought to the notice of the supervisors and other staff working on the material trains. In addition to this, following precautions should be taken:

- (a) Issue of 'fit to run' certificate.
As per Para 1207 before a material train is allowed to work, the complete rake should be examined by the Carriage and Wagon staff and a 'fit to run' certificate issued to the Guard.
- (b) As per Para 1208 of IRPWM, a qualified Engineering official should be deputed on the train to ensure working of the material train as the Guard is not qualified to carry out such duties like Supervising of loading and unloading of materials.
- (c) As per Para 1204 of IRPWM, the material train should not be permitted to work during the period of poor visibility due to fog, storm or any other cause except with the permission of the ADEN/DEN. Working of the material trains carrying labour should not be permitted between sunset and sunrise except in an emergency.
- (d) While unloading rail panels by the side of the running track, placement of the panels, clear of the maximum moving dimensions should be ensured.
- (e) Unloading of rail panels should be done by a team of trained staff under the active supervision of competent Supervisor/Officer.
- (f) Before unloading of rail panels, site should be prepared by way of leveling/removing extra ballast, if any, from the crib and shoulder with the objective to ensure requisite lateral and vertical clearances so as to prevent slippage of rail panels due to vibration during the passage of trains.
- (g) Reasonably adequate block should be asked and provided for unloading of the material and the work should be done preferably in day light to avoid shortcut in haste which may infringe the safety requirements.

(ix) **SAFETY ASPECTS TO BE OBSERVED WHILE WORKING IN OHE AREA**

- a) No electrical work close to running track shall be carried out without permission of DFCCIL representative.
- b) A minimum distance of 2m has to be maintained between live OHE wire and body part of worker or tools or metallic supports etc.
- c) No electric connection etc. can be tapped from OHE.
- d) Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.
- e) Power block is correctly taken and 'permit to work' is issued.

- f) The structure bonds, track bonds, cross bonds, longitudinal rail bonds are not disturbed and
- g) If disconnected for the work, they are reconnected properly when the work is completed.
- h) The track level is not raised beyond the permissible limit during the work.

4.0 PROTECTION OF TRACK DURING EMERGENCY

(i) Action to be taken when a contractor's supervisor or vehicle operator apprehends any unusual circumstances likely to infringe the track and endanger safe running of trains.

At any time if a contractor's supervisor or vehicle operator observes any unusual circumstances likely to infringe the track and apprehend danger to safe running of track, he shall take immediate steps to advise a DFCCIL official of such danger and assist him in protection of track.

The track shall be protected as under. One person shall immediately plant a red flag (red lamp during night) at the spot and proceed with all haste in the direction of approaching train with a red flag in hand (red lamp during night) and plant a detonator on rail at a distance of 600m from the place of obstruction of BG track after which he shall further proceed for not less than 1200m from the place of obstruction from BG track and plant three detonators at 10m apart on rails. After this he shall display the red flag (red lamp during night) at a distance of 45m from the detonators.

Attempts shall also be made to send an advice to nearest DFCCIL station about the incident immediately.

(ii) Action to be taken if train is seen approaching to site of danger and there is no time to protect the track as per guidelines mentioned above.

In such a case the detonators shall be planted on rails immediately at distance away from place of danger as far as possible and attention of driver of approaching train shall be invited by whistling, waving the red flag vigorously, gesticulating and shouting.

(iii) Action to be taken if more than one track is obstructed.

- a. In case of single line protection as above shall be done in both the directions from place of danger.
- b. In case of double line or multiple lines, if other tracks are also obstructed, the protection as above shall be done for other track also.
- c. The protection shall be done in that direction and on that track first on which train is likely to arrive first.
- d. The Contractor's Supervisors, Operators and lookout men shall be properly explained about the direction of trains on running tracks.

(iv) Equipment required for protection of track.

Minimum compliment of protection equipment i.e. 10 detonators, 4 red hand flags, 4 red hand lamps, 4 banner flags and whistles etc. shall always be kept ready at worksites for use in case of emergency. DFCCIL will arrange to provide detonators, whereas Contractor shall arrange other equipment at his own cost.

(v) Arrangement of lookout men and competency required for lookout man to warn labour about approaching train.

- a. Contractor will provide lookout men.
- b. The lookout men shall be properly trained in warning to staff at worksite about approaching train.
- c. Only those lookout men shall be provided at site who have been issued with a competency certificate by the DFCCIL's Supervisor.

- d. In case, it is felt necessary to provide lookout men by DFCCIL, the charges for the same as fixed by DFCCIL Administration shall be recovered from Contractor.

5.0 TRAINING TO SUPERVISORS AND OPERATORS OF CONTRACTOR

The Supervisors and Operators of the contractor proposed to be deployed at work site, which is close to the running track, shall be imparted mandatory training by the DFCCIL at site free of cost about the safety measures to be adopted while working in the vicinity of running track. Engineer-in charge of the work shall decide the scale, extent & adequacy of training. In case training is imparted at a recognized DFCCIL training institute, the charges for the same, as decided by DFCCIL, shall be recovered from contractor. A competency certificate to this effect to the individual Supervisor/ Operator shall be issued as given below by a DFCCIL Officer not below the rank of Project Manager. No Supervisor/Operator of the Contractor shall work or allowed to work in the vicinity of running track that is not in possession of valid competency certificate.

All the labour, materials, tools, plants etc. except detonators, required for ensuring safe running of trains shall be provided by Contractor at his own cost. Wherever lookout men are provided by DFCCIL, charges at the rate of Rs. 500/- per man day shall be recovered from Contractor.

6.0 SPECIAL CONDITIONS FOR WORKING OF ROAD CRANES

To ensure safe working of road cranes used in works in connection with provision of ROB/RUB/Subways, following items shall invariable be ensured before putting the cranes to use :-

- a) No machine shall be selected to do any lifting on a specific job until its size and characteristics are considered against the weights, dimensions and lift radii of the heaviest and largest loads.
- b) The contractor shall ensure that a valid Certificate of Fitness is available before use of Road Cranes.
- c) Contractors should utilize the services of any competent person as defined in Factories Act, 1948 and approved by Chief Inspector of Factories.
- d) The laminated photocopies of fitness certificate issued by competent persons, the operators' photo, manufacturer's load chart and competency certificate shall always be either kept in the operator cabin or pasted on the visible surface of the lifting appliances.
- e) All lifting appliances including all parts and gears thereof, whether fixed or movable shall be thoroughly tested and examined by a competent person once at least in every six months or after it has undergone any alterations or repairs liable to affect its strength or stability.

7.0 Contractor shall indemnify DFCCIL against any loss/damage to public property, travelling public, DFCCIL or his own staff due to his (contractor's) negligence. In case there is any mishap, a fact finding inquiry will be conducted by DFCCIL. A show cause notice will be issued to the contractor, in case he is prima-facie held responsible. Contractor's reply to show cause notice will be considered by the Engineer in Charge before taking final decision. In case contractor is found responsible for the mishap, recovery from him will be affected for only tangible direct losses.

Format for Competency Certificate

Certified that Shri _____ Supervisor/Operator of M/s. _____ has been trained and examined in safety measures to be followed while working in the vicinity of running DFCCIL track for the work _____. His knowledge has been found satisfactory and he is capable of supervising the work safely.

This certificate is valid only for the work mentioned in this certificate only.

Signature and designation of the officer

SPECIAL CONDITIONS OF CONTRACT (TECHNICAL)

PART-VI

SPECIAL CONDITIONS OF CONTRACT (TECHNICAL)

For the purpose of this tender in DFCCIL, stipulations and conditions as specified in CPWD standard specification as amended/corrected up to latest correction will be applicable, copies of which can be seen in the office of CGM, DFCCIL, Ajmer.

SPECIAL CONDITIONS OF NS ITEMS

A. NS-1: Hiring and commissioning of Static/movable diesel Pumps including operator & labour..... for 24 Months.

1. Setting and operating diesel Pump at required location to facilitate dewatering from LHS/RUBs/Pedestrian subway during monsoon as well as dewatering of seepage water after monsoon. The Pumps are to be installed at low level areas in working condition as instructed by the Engineer-in-charge at site. DFCCIL official should check about the capacity and condition of Pumps being used for dewatering, so that at the time of water logging/heavy rain fall, traffic through LHS/RUBs/Pedestrian subway can be passed smoothly with minimum disturbance.
2. The rates are inclusive of Tenderer/s own dewatering Pumps, hose pipe/discharged pipe of sufficient length, operator/watchman for manning the Pump round the clock, labour for installation & other dewatering related works, all leads, lifts, crossing of tracks, transportation, all taxes etc complete but excluding fuel charges for which payment shall be made separately under relevant NS-2.
3. The operator/mechanic/watchman should also be provided with mobile phone round the clock and the same to be intimated to DFCCIL. In the event of breakdown of the diesel Pump, the Tenderer/s is liable to replace the diesel Pump immediately by other pump of same capacity in working condition. If the Tenderer/s fails to replace the diesel Pump of same capacity within two Hrs of break down in that case a penalty of Rs 500/- per hour up to 4 hrs, afterward RS 10000/- per day will be imposed. will be recovered from the Tenderer's bill.
4. After completion of work the diesel Pumps will be the property of Tenderer/s.
5. After breakdown of pump, if pump of same capacity is not available then in the interest of urgent dewatering work, multiple diesel pumps of similar discharge capacity of \pm 2BHP engine power can be considered as per instructions of Engineer-in-charge.
6. Tenderer/s must ensure availability of sufficient spares and consumables for timely maintenance.
7. All the related equipment must have all safety gadgets installed and in working condition.
8. Tenderer/s required to arrange for the insurance cover for men & machinery at site.
9. Tenderer/s has to ensure that pumps are in properly working condition 24x7 and if any routine maintenance required to be done, it may be when pumps are idle/not required to be in use due to good weather condition.
10. In case Tenderer/s do not mobilize the equipment in time, the equipment fails to perform satisfactorily, or do not maintain quality of work & neglect Engineer In-charge's instruction, DFCCIL reserves the right to terminate the contract at its sole discretion by issuing a 7 days' notice and as per provision of work.
11. Additional spares for consumable/sufficient length Pipe and suction pipe etc. required for successful execution of dewatering work required to be made available.
12. A proper logbook in the prescribed format required to be maintained by Tenderer/s and required to be submit for payment duly verified by DFCCIL official deputed at site.
13. If any accident happened at work site due to slackness/improper working by Tenderer/s or his staff, a penalty as deemed fit by DFCCIL/Local administration shall be imposed on Tenderer/s.
14. Tenderer/s has to ensure safety of DFC/IR structures including tracks at work site at all the time. If any damage reported at site, Tenderer/s has to restore the same at his expenses and DFC may impose any penalty as deemed fit for Tenderer/s's negligence.

Tender No.: AII/EN/MD-BWA/DW/2/21-22

15. Tenderer/s has to respect all the labour rules/guidelines issued by central/State Govt. time to time and maintain & submit relevant record for the same. Any breach to labour rules/guidelines/act shall be dealt as per Act by DFCCIL as a principal Employer and Labour Deptt.
16. Tenderer/s has to pay his staff minimum wages as prescribed by CLC of central labour deptt.
17. One Pump may be used for more than one locations as per requirement in that case The transportation charges will be paid from base location to required location under NS-3.
18. The requirement of installation of pump may vary time to time and contractor will have to provide pump as per requirement and payment will be made for the pumps actually provided as per instructions of Engineer.
19. The dewatering under this item includes pumping out of muddy/silty water nothing will be paid on this account.
20. The Nos. of pump and their location to be installed will be decided by DFCCIL for each month of the year as per requirement. The payment will be made for the pumps actually installed as per direction of DFCCIL.
21. The pump used for more than 15 days in a month will be paid for full month and that less than 15 days will be paid for half (1/2) month. The commencement of month will be reckoned from 1st of each month.
22. The contractor will have to arrange extra pump with in 12 hrs. in case of sudden requirement arises.

2. NS-2: Add extra for Cost of Fuel consumption for each Pump.

1. Extra payment to Tenderer/s shall be made for fuel consumed during dewatering period. The consumption of each pump shall be considered least as per actual utilization/theoretical consumption detailed in manufacturer's specification at Max. output discharge and no further request in this regard will be entertained.
2. For consumption proper record to be maintained by Tenderer/s and required to be submit for payment duly verified by DFCCIL official deputed at site.
3. No variation in rates, shall be paid to Tenderer/s. The rates of fuel related with diesel for engine or other parts are inclusive in item no. NS/1.
4. To accommodate for variation in diesel prices after date of opening of tender following procedure/conditions shall be adopted/considered: -
 - (1) Variation in price of diesel up to 5% increase/decrease with respect to the price on date of opening of tender will not be considered.
 - (2) To calculate variation in price of diesel more than 5% increase/decrease (at a time or with cumulative effect) with respect to the price on date of opening of tender will be considered only on item-2(i), 2(ii)&2(iii) as under (after giving effect of variation, base price of diesel will further get revised to the price after the effect of revision):
 - (i) The consumption of diesel will be worked out on the basis of log book hours. The increase/decrease will be paid @3 ltrs. per hour.
 - (ii) Extra payment/ deduction on account of variation in diesel will be worked out with following procedure:-

Some terms are defined as under :

 - (a) Let, Price of diesel per liter on the date of tender opening /last revision =(A)
 - (b) Let, Price of diesel per liter on 1st day of the month for which the bill is claimed =(B)
 - (c) Let, Kilometers run with diesel price as (B) =(K)

If diesel price increases, then terms (B) will be higher than (A) Then, Extra payment = [(B)-(A)-{(A) x 5/100}] x (K)/10

If diesel price decreases, then term (A) will be higher than (B). Then, Deduction = [(A)-(B)-{(A) x 5/ 100}] x (K)/10
 - (3) Rates of Govt. oil companies will only be considered.

III NS/3

1. The lead for transportation of pump from base location to required location will be measured along DFC track, irrespective of actual path followed for transport of pump.
2. The lead will be rounded off to the next higher km if it is less than complete km. e.g. if lead is 3.1, 3.5 & 3.7 km it will be treated as 4 km.
3. To accommodate for variation in diesel prices after date of opening of tender following procedure/conditions shall be adopted/considered: -
 - (1) Variation in price of diesel up to 5% increase/decrease with respect to the price on date of opening of tender will not be considered.
 - (2) To calculate variation in price of diesel more than 5% increase/decrease (at a time or with cumulative effect) with respect to the price on date of opening of tender will be considered only on item-3(i) as under (after giving effect of variation, base price of diesel will further get revised to the price after the effect of revision):
 - (i) Extra payment/ deduction on account of variation in diesel will be worked out with following procedure:-

Some terms are defined as under :

 - (a) Let, Price of diesel per liter on the date of tender opening /last revision = (A)
 - (b) Let, Price of diesel per liter on 1st day of the month for which the bill is claimed = (B)
 - (c) Let, Kilometers run with diesel price as (B) = (K)

If diesel price increases, then terms (B) will be higher than (A) Then, Extra payment = $[(B)-(A)-\{(A) \times 5/100\}] \times (K)/10$

If diesel price decreases, then term (A) will be higher than (B). Then, Deduction = $[(A)-(B)-\{(A) \times 5/100\}] \times (K)/10$
- (3) Rates of Govt. oil companies will only be considered.

IV NS/4

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.
2. The contractor will be required to provide stipulated quantities of specified field vehicles for stipulated time duration in perfect condition with drivers to DFCCIL on hiring basis.
3. Vehicles for the use of dewatering purpose and other related works under the DFCCIL officials at DFCCIL stations under the jurisdiction of CGM/Ajmer.
4. The quantities of field vehicles stipulated in schedule are approximate, for general guidance and may vary as per actual requirement.
5. The normal area of duty of the vehicle will cover the entire **State of Rajasthan**.
6. Vehicle under schedule item 1 & 2 shall be utilized for 24x7 days a week. No rest, no weekly off and holidays will be given to the vehicle. Contractor has to arrange driver's duty accordingly. In case of servicing/ repair, replacement of vehicle is to be arranged by the Contractor along with the driver. The vehicle will solely be available for DFCCIL duty.
7. The head quarter vehicle is nominated at Ajmer, Bangurgram & Marwar Jn. respectively. Vehicle

- shall have to report at mentioned place and time. Any delay in reporting will be considered as absence for the day. Nominated place may be changed as and when required.
8. Contractor should provide 24 hours contact number where change in timing/place can be informed in advance.
 9. Contractor/driver shall have to maintain logbook in approved Performa by official in charge which shall have to be filled daily and presented to DFCCIL's authorized representative for signature. (Timing and kilometer reading shall be noted every day at the time of reporting at nominated place and release from same place.)
 10. DFCC may provide open parking space but parking shall be purely at Contractor's risk.
 11. Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.
 12. All other charges of Central Government/State Government or any other authorities, if any are to be included by the tenderer in his BID.
 13. During the currency of contract, vehicle cannot be used by the Contractor/ Driver for any other purpose except for DFCCIL.
 14. Vehicle provided will run for one year so **“vehicle should be manufactured in year 2019 or later”** and should be in good condition and shall use diesel driven only as fuel with proper entries in RC book. It shall have road passing as per description of schedule items. The seats shall have two sets of white cloth covers.
 15. The vehicles shall strictly comply with the provisions of pollution control, statutory regulation issued by State Transport Authorities/Central Govt./Other authorities etc. From time to time. Contractor shall ensure that the vehicles must have all relevant documents like Registration Certificate/Driving license/Insurance Cover/Road Tax Receipt /Permit, Pollution certificate etc. Driver shall be able to produce the documents as and when requisitioned from him. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Contractor/agency. ***All vehicles provided should be commercially registered with State Transport Authorities. No vehicles with private registration will be allowed.***
 16. No change of vehicle(s) will be allowed normally without the prior permission of DFCCIL. In case of non-availability of the regularly arranged vehicles, the contractor may provide another vehicle, even owned by others, of class same or higher, with prior permission of DFCCIL official, which DFCCIL official in its absolute discretion may or may not grant.
 17. All the Vehicle(s) shall always carry first aid box and mandatory spares viz. Tool box/Kit, Fuses, Sparkplugs, fan belts, fire extinguisher, spare tyres, Mobile charger with multi point etc.
 18. Vehicle provided shall be maintained in a very good working condition and at any point of time should have sufficient quantity of fuel.
 19. All kinds of repairs/maintenance costs, charges of fuels, oil, lubricant, mobile phone charges, fee towards licenses/registration taxes, challans, salary/overtime of the driver, insurance premium etc. are responsibility of the contractor and shall be borne by the contractor all along the contract duration.
 20. If the vehicle does not report at the requisitioned time or is not found in good condition, the vehicle may be rejected and sent back. Besides, receiving no payment for such rejected vehicles(s), the contractor/agency will become liable for action under terms and conditions of the contract. DFCCIL will be entitled to hire any vehicle on that day for use and amount thus incurred shall be recovered from the bills of the contractor.

21. In case of breakdown of the vehicle, the contractor shall provide the replacement within a reasonable time, failing which the concerned DFCCIL officials will be entitled to hire any similar vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.
22. Good quality seat covers and curtains shall be provided and the same will be regularly cleaned by the contractor at his own cost. Vehicle will be kept properly cleaned daily.
23. Vehicle shall be used on any type of road i.e. Kachha / Pucca including along the railway track as per direction of official using the vehicle.
24. If a vehicle is out of order or under schedule maintenance, an alternative vehicle with same or superior class should be made available. The entry for such a vehicle shall be made in the log book maintained by driver which shall be duly signed by the user/officials.
25. Drivers deployed by the contractor shall be skilled, uniformed, well behaved, holding valid driving license and capable of undertaking minor repairs of vehicles. Drivers shall have the adequate knowledge of routes in the district of **Ajmer, Pali, Jaipur, Sirohi, Abu Road, Palanpur**. All the papers for vehicle like Registration papers, insurance papers, Pollution Certificate, Certificate towards payment of road tax etc. shall be readily available with driver.
26. The contractor shall provide mobile phone in perfect working condition to himself and drivers of the vehicles. The mobile phone shall be kept working for 24 hrs. No separate payment shall be made by DFCCIL for the mobile phones. Contractor should also give all information and photo identity of the driver containing his address details etc. along with the character certificate of driver duly signed by proper authority.
27. The contractor/service provider shall ensure himself about the antecedents of the driver deployed for duty and ***Proof of police verification of all the drivers should be provided.*** The contractor shall be completely responsible for safe running of vehicle.
28. The Drivers shall abide by the rules laid down by Transport Authority/ Motor Licensing Authority or any Authority relevant to the subject and shall always strictly follow the Traffic Rules and regulations so as to ensure safety of the passengers. Any challan/ penalty imposed on the driver will be borne by the contractor/service provider. In case of any accident, all the claims arising out of it will be met by the Contractor/service provider.
29. The drivers must also observe all the etiquette, protocol and extend usual courtesy (like carrying office bags/files to the concerned chambers, etc.) while performing the duty. They must be neatly dressed and must carry a photo identify card provided by the Contractor/service provider.
30. The contractor shall ensure that the Driver deployed for performing the duties shall not be in drunken or intoxicated state. If Driver is found in drunken or intoxicated state, he will be treated as absent from duty and he will summarily be removed from this job. Decision of DFCCIL in this respect shall be final and binding on the contractor.
31. No change of driver(s) will be allowed normally without the prior permission of DFCCIL.
32. The Contractor/service provider shall be responsible for complying with legal and labour provisions prescribed by Government of India which shall include Income Tax, Accidents, ESI, P F, Contract Labour and Abolition Act etc.
33. Punctuality in attendance and disciplined behavior is of utmost importance for the driver. In case driver is not found to the satisfaction of DFCC officials/officers the same shall be changed by the contractor failing which a driver from the market would be arranged by the DFCC and double the stipulated salary shall be charged from the contractor.
34. DFCCIL will not provide any accommodation to driver. Contractor/ driver himself shall arrange

Boarding/Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor/service provider for housing of driver and parking of the vehicle(s) so that the same is available at short notice.

35. Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extent labour laws for which no extra payment will be made.
36. The contractor/ agency shall give consent in a mandate form for receipt of payment through ECS/EFT/RTGS. Charges if any will be on account of the contractor. The Contractor/ agency shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type, Bank A/c No. and Bank and **IFSC** Code as appearing on MICR Cheque issued by the Bank. In case where ECS/EFT facility is not available, payment shall be released through A/C payee cheque.
37. No advance payment shall be made under any circumstances. Payment of hiring charges will be made once in a month through ECS/ EFT/ RTGS or account payee Cheque on submission of bill and after the due verification of logbook as necessary by the DFCCIL official.
38. The contractor/ agency shall submit bills, in duplicate, to the Chief General Manager /DFCCIL/Ajmer office along with the log book for the period. Bills having cutting and over-writing shall not be entertained unless authenticated by the user.
39. TDS as applicable shall be deducted from the bills of the contractor/agency.
40. Rates are inclusive of all running maintenance & repair expenses, fuel, lubricants and any other consumables etc required from time to time, all statutory provisions, all taxes including road tax, duties, incidental charges, charges for inspection certificate, penalties etc. as imposed by Central/State/Local Government bodies for running of vehicles, salary and other benefits admissible to driver. Nothing extra over and above the accepted rates shall be payable, unless otherwise specified separately in the tender document. However, **toll tax, Interstate tax/ state entry tax/octroi tax, parking charges on tour will be reimbursed only after having submitted the proof of having actually paid the above taxes /charges.**
41. For kilometers in excess of kilometers inclusive in item no.1(a) to 2(a) i.e. for payment under respective item no.1(b) to 2(b) of section-6, payable kilometers will be worked out after averaging the actual kilometers run over a period of 3 months (average of total kilometers run by the vehicle in this tender in three months period). Kilometers run in three months in excess of total assured kilometers for three months will only be considered for payment. The quarter for this calculation will be start from the month in which vehicle run beyond 3000 km.
42. Distance travelled by vehicle from garage to reporting/nominated place of duty & back will not be counted towards the payment. Similarly, No mileage will be claimed for drivers' lunch / breakfast or drawl of diesel etc.
43. One hour is of 60 minutes for the purpose of payment and a fraction up to 30 minutes shall not be taken in to account and more than 30 minutes shall be considered as an hour.
44. For schedule item 1(a) & 2(a) regarding requirement of vehicle is mentioned at sr. no. 6.
45. To accommodate for variation in diesel prices after date of opening of tender following procedure/conditions shall be adopted/considered: -
 - (1) Variation in price of diesel up to 5% increase/decrease with respect to the price on date of opening of tender will not be considered.
 - (2) To calculate variation in price of diesel more than 5% increase/decrease (at a time or with cumulative effect) with respect to the price on date of opening of tender will be considered only on item-4(a) &4(b) as under (after giving effect of variation, base price of diesel will further get

Tender No.: AII/EN/MD-BWA/DW/2/21-22

revised to the price after the effect of revision):

- (i) The consumption of diesel will be worked out at the basis of running of vehicle at the rate of 10km/liter
- (ii) Extra payment/ deduction on account of variation in diesel will be worked out with following procedure:-

Some terms are defined as under :

(a) Let, Price of diesel per liter on the date of tender opening /last revision =(A)

(b) Let, Price of diesel per liter on 1st day of the month for which the bill is claimed =(B)

(c) Let, Kilometers run with diesel price as (B) =(K)

If diesel price increases, then terms (B) will be higher than

(A) Then, Extra payment = [(B)-(A)-{(A) x 5/100}] x (K)/10

If diesel price decreases, then term (A) will be higher than (B).

Then, Deduction = [(A)-(B)-{(A) x 5/ 100}] x (K)/10

(3) Rates of Govt. oil companies will only be considered.

46. QUANTITY VARIATION :-

46.1 Individual items in contracts shall be operated with variation of plus or minus 50% and payment would be made as per the agreement rate.

46.2 In case an increase in quantity of an individual item by more than 50% of the agreement quantity is considered unavoidable, the same may be got executed by mutual consent between DFCCIL and contractor.

47. NON-PERFORMANCE OF THE CONTRACT CONDITIONS-PENALTY

47.1 Contract or is liable to be penalized minimum by Rs2000/-per occasion and deducted from the bill on hand in the following instances : -

- (a) No vehicle is provided/vehicle not turned up for duty any day at instructed time.
- (b) If a vehicle is out of order or under schedule maintenance, an alternative vehicle with same specification or higher specification has not been made available.
- (c) Provided vehicle is rejected by DFCCIL official.
- (d) In case vehicle not found in neat & clean and perfect condition.
- (e) In case driver misbehaves or not conversant with routes.
- (f) If driver under the influence of intoxicant/Drug/Other Banned substances.
- (g) If found vehicle used for other than DFCCIL purpose.
- (h) If the vehicle is not having sufficient fuel and driver is also not provided with sufficient funds for refueling the vehicle for completion of journey.

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

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

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

51. METER TEMPERING

51.1 Speedometer and kilometer recorder shall be maintained to high standard/accuracy. Any defect

noticed shall be rectified immediately. DFCCIL reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tempering/manipulation of meter reading and misbehavior of driver shall be viewed seriously. A penalty equal to one month hiring charges for the particular vehicle shall be imposed for meter tempering on each occasion. In case of repeat of tempering, DFCCIL may even decide to terminate the contract and forfeiture of security deposit.

- 51.2 In the event of any error/fault in the meter being noticed, DFCCIL reserves the right to adjust the bill for the journey undertaken (including those undertaken earlier) besides any other penal action. Kilometers verified by official using the vehicle shall be final and binding.

52. VEHICLE INSURANCE / STATUTORY REQUIREMENTS

- 52.1 The vehicles provided to DFCCIL must be fully and comprehensively insured covering the risk to the driver and all passengers also. The insurance shall protect the contractor and DFCCIL against all risk, claims for loss, injuries, disability, disease and death of members of public including DFCCIL men, and damage to the property of others arising from the use of motor vehicles during operations irrespective of the ownership of such vehicles.
- 52.2 Contractor is required to comply to all statutory obligations viz. Industrial Dispute Act, Workmen's Compensation Act, etc. shall be the obligation of the contractor and the contractor shall indemnify and shall always keep DFCCIL indemnified against any liability falling on DFCCIL due to non-compliance of statutory obligations by the contractor or any of its agents/servants/drivers or for any reason whatsoever. The contractor/agency will be responsible for the conduct of their staff.
- 52.3 The contractor shall at all times indemnify the DFCCIL administration against all claims which may arise due to accident or otherwise or due to breach of the terms and conditions mentioned herein and owing to any sort of act of commissions on the part of the contractor during the currency of this contract.
- 52.4 The contractor agrees to indemnify the DFCCIL administration against all claims for compensation by on or behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the Workmen's Compensation Act VIII of 1923 and the DFCCIL administration will be entitled to deduct from any sum of money due or payable to the contractor for the amount of compensation thus payable under the terms of Section- 12 of the said Act together with all or any cost incurred by the DFCCIL administration in such connection and the contractor further agrees that the decision of the DFCCIL with respect to the amount of such indemnity shall be accepted by him finally.
- 52.5 DFCCIL in no case is responsible for any legal matter arising of any State/Central Government laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.

53. DEFENCE OF SUITS

If any action in court is brought by a third party against DFCCIL or an officer or agent of the DFCCIL for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents/representatives or his sub-contractors, drivers or employees, the contractor/agency shall in all such cases be responsible and indemnify and keep DFCCIL and/or his representative harmless from all losses, damages, expenses or decrees out of action.

**TENDER FORMS
(INCLUDING SCHEDULE OF
ITEMS)
&
ANNEXURES**

PART- VII

TENDER FORMS

FORMNo.	SUBJECT
FormNo.1	Schedule of Items
FormNo.2	Standing indemnity bond for on account payment.
FormNo.3	Format of IntegrityPact
FormNo.4	Anti-profiteering

SCHEDULE OF QUANTITIES

Name of Work : Dewatering at LHS/RUBs/Pedestrian subway from IR km 285.6 to 458.00 including other ancillary civil works for drainage & cleaning of LHS/RUBs/Pedestrian subway in Madar Jn-Bhinwalia Section under CGM-Ajmer unit of Western Dedicated Freight Corridor for 2 years.

SCHEDULE-A: CPWD DSR Items						
Sr. No.	Item No.	Description	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1.	2.6	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5m, as directed by Engineer-in-charge				
1(a)	2.6.1	All kinds of soil	cum	480	181.85	87288.00
2	4.1	Providing and laying in position cement conc. of specified grade excluding the cost of centering and shuttering -All works up to plinth level				
2a	4.1.3	1:2:4 (1cement: 2 coarse sand (zone-III) :4 graded stone agg. 20mm nominal size)	Cum	100	6788.60	678860.00
2b	4.1.8	1:4:8 (1cement: 4 coarse sand (zone-III) :8 graded stone agg. 40mm nominal size)	cum	115	5789.60	665804.00
3	4.3	Centering and shuttering including strutting, propping etc. and removal of form work for :				
3a	4.3.1	Foundation, footings, bases for columns	Sqm	40	284.85	11394.00
3b	4.3.2	Retaining walls, return walls, walls (any thickness) including attached pilasters, buttresses, plinth and string courses fillets, kerbs and steps etc.	Sqm	120	609.30	73116.00
4	7.1	Random rubble masonry with hard				

Tender No.: AII/EN/MD-BWA/DW/2/21-22

		stone in foundation and plinth including levelling up with cement conc.1:6:12(1cement:6coarse sand:12graded stone agg 20mm nominal size)up to plinth level with:				
4a	7.1.1	Cement mortar 1:6 (1cement: 6 coarse sand)	Cum	110	6120.80	673288.00
5	7.2	Random rubble masonry with hard stone in super structure above plinth level and upto floor five level, including levelling up with conc. 1:6:12 at window sills, ceiling level and the like:				
5a	7.2.1	Cement mortar 1:6 (1cement: 6 coarse sand)	Cum	110	7489.95	823894.50
6	19.35	Providing and laying Non Pressure NP-3 Class (Medium duty) RCC pipes including collars/spigot jointed with stiff mixture of cement mortar in the proportion of 1:2(1 Cement: 2 fine sand) including testing of joints etc. complte.				
6a	19.35.2	600 mm dia RCC pipes	Mtr	200	2984.55	596910.00
6b	19.35.3	900 mm dia RCC pipes	Mtr	100	4695.35	469535.00
7	0020	Hydraulic excavator (3D) with driver & fuel	Day	70	7000.00	490000.00
8	DSR	Any other CPWD DSR item required for successful completion of work	Lump-sum			3,00,000.00
Total						4870089.50
25% below on CPWD DSR Items						1217522.37
Total of Schedule A : CPWD DSR Items						3652567.13

Schedule-B : NS Items						
Sr. No.	Item No.	Description	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1	NS/1	Hiring and commissioning of static/movable/tractor operated diesel pump of different capacity for dewatering of accumulated water, including sufficient length of suction and delivery pipe. The rate includes cost of all labour, watch & work 24x7, T&P, C&P (except diesel) maintenance of pump etc. The rate also includes cost of x-ing track, nallaha, road or any other obstruction to be met with. Note : The pumps should be capable of pumping out silty/muddy water also. Nothing will be paid separately on account of dewatering muddy/silty water.				
	(i)	12 HP PUMP	Month	144	43703.98	6293373.12
	(ii)	20 HP PUMP	Month	36	47131.38	1696729.68
	(iii)	30 HP PUMP	Month	36	50559.76	1820151.36
2	NS/2	Extra for fuel consumption over NS/1.				
	(i)	12 HP Pump	Pump/hour	14400	205.53	2959632.00
	(ii)	20 HP Pump	Pump/hour	3600	239.78	863208.00
	(iii)	30 HP Pump	Pump/hour	3600	274.04	986544.00
3	NS/3	Extra over NS1 for movement of pump from base RUB to desired location. The rate includes all lead, lift, ascent, descent, xing of track, nallah, rub, highway etc. The rates also includes all labour, material, T&P, C&P etc. as a complete job. NOTE- The Lead will be measured/paid by distance of location along DFCCIL Track				
	(i)		Per Km	2000	10.72	21,440.00
4	NS/4	Description of work	No. of vehicle required	Period (in month)	Rate (Rs.)	Amount (Rs.)
	4(a)	Hiring and operating of multi-Utility vehicle (open) Mahindra Bolero Camper of similar with loading capacity of one MT and seating capacity of 4/6 persons, 4 cylinders engine, Axle Configuration 4x2, factory-built metal body, cargo box type or passenger cabin type or both (with 24x7 hours availability, along with Driver), including cost of fuel, lubricants, all repairs, salary of driver, all taxes including GST, including running up to 1500 km in a month. The vehicle shall run on pucca, kutchra road and along the track. Toll tax, interstate tax / state entry tax / octoroi tax,	3	8	53230.50	1277532.00

		parking charges on tour will be reimbursed after having submitted the proof. The vehicle shall not be more than two years old. Note : 1500 km/vehicle for a month				
	4(b)	Extra 500 km per vehicle per month. (Extra Charges for running of each vehicle beyond 1500 km per month will be paid on average in a Quarter).	3	8	Rs. 8.23 (per km)	98760.00
Total of Schedule-B: NS Items						16017370.16
Cost of schedule A						3652567.13
Total cost of work i.e. Schedule-A & B						19669937.29

Explanatory Notes for BOQ:

- (i) **Contractor should bear the fact in mind while quoting the rates that rates are including all taxes (including GST). GST will be paid by Contractor as per prevailing rate** as applicable. Documentary evidence of deposition of GST will be produced by contractor for on account bill.
- (ii) The above quantity is approximate: -The DFCCIL reserves the right to increase / decrease the same.
- (iii) The contractor should adhere to **Anti Profiteering Provisions** as per section 171 of the CGST Act. Where due to change in the rates of GST / Change in law, the contractor gets any credits / benefits, the same shall be passed on to DFCCIL by way of reduction in prices

SAMPLE
STANDING INDEMNITY BOND FOR “ON ACCOUNT” PAYMENTS

(On paper of requisite stamp value)

We, M/s _____ hereby undertake that we hold at our stores Depot/s at _____ for and on behalf of the Managing Director/ DFCCIL acting in the premises through the Chief General Manager/Co / DFCCIL/Ajmer or his successor (hereinafter referred to as “The Employer”) all materials for which “On Account” payments have been made to us against the Contract for (_____) on this section DFCCIL also referred to as Group/s _____ vide letter of Acceptance of Tender _____ dated _____ and material handed over to us by the employer for the purpose of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the employer or as he may direct otherwise and shall indemnify the employer against any loss /damage or deterioration whatsoever in respect of the said material while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the CGM, DFCCIL/Ajmer in charge of Dedicated Freight Corridor Corporation of India Limited (Whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus material disposed off and refund becomes due, the Employer shall be entitled to recover from us the 85% of supply portion of the Contract (as applicable) and also compensation for such loss or damage if any along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

Dated this day _____ day of _____ 200

For and on behalf of

M/s _____ (Contractor)

Signature of witness

Name of witness in Block letter.

Address.

PRE CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ----- day of the month of -----, 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 BIDDER is willing to Offer/has offered for stores or works.

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

NOW, THEREFOR,

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

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

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure Contract 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

- 1.0 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the Contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the Contract, in exchange for an advantage in the

bidding process, bid evaluation, contracting or implementation process related to the Contract.

- 1.1 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 BIDDER in comparison to other BIDDERS.
- 1.2 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 BIDDER 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 Contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the Contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER 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 Contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER 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 Contract.
 - 3.2 The BIDDER 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 for bearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or for bearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
 - 3.3 *BIDDER shall disclose the name and address of agents and representatives and Indian BIDDER shall disclose their foreign principals or associates.
 - 3.4 * BIDDER 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 BIDDER further confirms and declares to the CLIENT that the BIDDER 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 Contract to the BIDDER 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 BIDDER either while presenting the bid or during pre-contract negotiations or before signing the Contract 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 Contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER 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 BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the, BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, 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 BIDDER at the time of filling of tender.
- The term 'relative' for this purpose would be as defined in section 6 of the companies' act 1956.
- 3.13 The BIDDER 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 BIDDER 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 from the tender process.

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

5. Earnest Money (Security Deposit)

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

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the CLIENT to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the Contract is signed) shall stand forfeited

fully and the CLIENT shall not be required to assign any reason therefore.

- (iii) To immediately cancel the Contract, if already signed, without giving any compensation to the [A].
 - (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a BIDDER from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to BIDDER from the CLIENT in connection with any other Contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER. The BIDDER 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 BIDDER.
 - (vii) To debar the BIDDER 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 BIDDER to any middleman or agent or broker with a view to securing the Contract.
 - (ix) In cases where irrevocable letters of credit have been received in respect of any Contract signed by the client with the BIDDER, these shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The client will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the [A]. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or subsystems were supplied by BIDDER 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 BIDDER to the CLIENT, if the Contract has already been concluded.

8. Independent Monitors

8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the [A] with confidentiality.

8.7 The client will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER 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

Tender No.: AII/EN/MD-BWA/DW/2/21-22

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

12. Validity

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

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

BIDDER

Name of the Officer

Designation

Deptt./Ministry/PSU

Witness

1. _____

2. _____

Witness

1. _____

2. _____

ANTI-PROFITEERINGDECLARATION

TO WHOMSOEVER IT MAYCONCERN

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 areas
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 availing of input tax
credits which were not allowed to be availed before 1st July, 2017 or reduction in tax rates

Tender No.: AII/EN/MD-BWA/DW/2/21-22

or in any other manner which results in reduction of cost of the goods/services supplied to M/s Dedicated Freight Corridor Corporation of India Limited, then Company will pass that benefit to M/s Dedicated Freight Corridor Corporation of India Limited also.

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

Signature of the Authorized signatory/ person

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

Name of the Organization and Seal

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

ANNEXURE-I

(Para 16.1(a) of General Instructions) & clause No. 14 (i), (ii) Part-I of
GCC-2020, with up to date correction slip

1.	Full name of the firm	:	
2.	Registered Head Office Address	:	
3.	Branch Office in India (If any)	:	
4.	Constitution of firm (whether Sole proprietorship firm/Partnership firm/ Limited Company/Joint Venture (JV)/Registered Society/ Registered Trust /LLP/HUF etc.)	:	
5.	Bank account details of the firm i.e. Account No., name of bank and bank specific code number (MICR & IFSC) to facilitate electronic payment		
6.	Detail of PAN of the firm		
7	E Mail ID		

I/we declare that the is not blacklisted or debarred by Railway/DFCCIL or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. I/ We are aware that concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

Note:- 1. Please enclosed-

- (i) Attested copy/copies of the constitution of their firm
- (ii) Copy of PAN CARD.

- 2. Tender document has to be signed by such persons as may be legally competent to sign on behalf of the firm, company, association, HUF, LLP, trust or society as the case m

Date:

Signature of Tenderer/s

With Seal

ANNEXURE-II

(Para 16.1(b) of General Instructions)& clause No. 6.1 &11(iv) Part-I of
GCC-2020, with up to date correction slip

**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED
BY TENDERER ALONG WITH THE TENDER DOCUMENTS**

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

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

SEAL AND SIGNATURE
OF THE TENDERER

Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

"ANNEXURE -III"

(Para 16.0(c) and Note to para 15 Note No.(iii) of General Instructions) &
Clause No. 10.1(a) and explanation to clause 10 -part I of GCC 2020

Details of works of similar nature physically completed in all respect as per contract agreement during last seven years, ending last day of month previous to the one in which tender is invited

SN	Name of work	Name of organization for whom work physically completed	Type of organization for whom work executed	Contract Agreement No. & Date	Original value of contract agreement	Final value of contract as completed	Payment received till opening of present tender (On account/final bill)	Time taken for completion of work		Principal feature of the work in brief
								Date of award of contract	Date of actual completion	
1	2	3	4	5	6	7	8	9	10	11
1.										
2.										

Date:

Signature of Tenderer/s
With Seal**Note:-**

- (i) Above detail should be given only for works which have been physically completed in all respects, for the similar nature work defined in clause 15.5 above. Part completed work shall not be considered.
- (ii) Certificate from Private individual for whom such works are executed shall not be considered for eligibility of tenderers.
- (iii) The tenderers should attach self-attested copy of certificate issued by the organizations for whom the work was carried out in the proforma as per Annexure-IV-A, IV-B, IV-C as applicable.
- (iv) In column 4 type of organization is to be mentioned viz. Central/ State Governments /Public Sector Undertaking/Public Funded Institutions/Municipal Bodies /DFCCIL Siding owners /Concessionaire/ Public listed company.

Tender No.: AII/EN/MD-BWA/DW/2/21-22

- (v) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).
- (vi) No technical and financial credentials are required for tenders having value up to Rs.50 lakhs.
- (vii) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
- (viii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
- (ix) If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
- (x) In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- (xi) For col no 7, the value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.
- (xii) In case, the Secondary Component(s) has/ have been defined in clause 15.5 above, the details of successfully completed works of similar nature (that defined for the Secondary Component), executed by tenderer himself / the subcontractor (fully by any one or jointly i.e. partly by tenderer and remaining through subcontractor) during last five years, shall also be submitted in above performa.

Attested copy of Completion Certificate of works mentioned in para (c) above from (xiii) the Organizations with whom they worked as per performa given in **Annexure-IVA or IV-B or IV-C** as applicable.

(Para 16.1 (d) and Note to para 15 Note No.(iii) b of General Instructions)
 Clause No. 11(i), and explanation to clause 10 of part I of GCC 2020

COMPLETION CERTIFICATE

Name of Organization

Postal address, Phone No., Email ID, Fax No

Letter **No.** Date:-.....

1	Name of work	
2	Contract Agreement (C/A) No. and date	
3	Name of Firm with address	
4	Nature of entity (Sole Prop./Partnership firm/company/Joint Venture firm/Registered Society /registered Trust etc.)	
5. (i)	In case of Partnership firm/JV/..... Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor	
6.	Original value of contract agreement.	
7	Completion Cost of Work	
7.1	in case final payments have been made- Contract Cost in last approved variation statement plus PVC amount paid	
7.2	in case final bill is pending -	
(i)	the contract cost in last approved variation statement plus PVC amount paid	
(ii)	cumulative amount paid up to last on-account bill including PVC amount and statutory deductions	
8.	Date of award of contract	
9.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
10.(i)	If yes, then actual date of physical completion.	
(ii)	Whether extension to DOC given with penalty or without penalty	
11	Total payment made in above contract till the date of inviting of present tender along with financial year –wise break-up	
12	In case of composite work: (See note (vii) below) Payment made for relevant distinct component of the work, out of total payment made under Sr. No. 7 above.	

Tender No.: AII/EN/MD-BWA/DW/2/21-22

12.1	In case final payments for the component have been made- Cost of component in contract in last approved variation statement plus PVC amount paid	
12.2	In case final bill is pending -	
(i)	The Cost of component in contract in last approved variation statement plus PVC amount paid	
(ii)	Cumulative amount paid for the component up to last on account bill including PVC amount and statutory deductions	
13	Performance of Contractor (Satisfactory/Unsatisfactory)	

I hereby certify that above mentioned work has been physically completed in all respect as per contract agreement. Performance of the contractor while executing the work had been satisfactory.

Date- _____ (Signature)
Name and Designation of officer
Mobile No. of officer
Seal of officer

Note:-

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-II).
- (ii) Copy of certificate duly self-attested shall be submitted along with tender document.
- (iii) Payment made as indicated in above certificate (At Sr. No. 11/ Sr. No. 12) will be considered as value of completed work for the purpose of eligibility under special technical criteria.
- (iv) Above format is for guidance only. Any certificate containing information asked for shall be considered.
- (v) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).
- (vi) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).
- (vii) Only those works will be treated as composite works which consist of more than one distinct component of work such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender documents.
- (vii) No technical and financial credentials are required for tenders having value upto Rs. 50 lakhs.
- (viii) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
- (ix) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.

Tender No.: AII/EN/MD-BWA/DW/2/21-22

- (x) If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
- (xi) In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- (xii) For col 7 & 12 -The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work/ component.
- (xiii) In case, the Secondary Component(s) has/ have been defined in clause 15.5 above, the Attested copy of Completion Certificate of works executed by tenderer himself / the subcontractor (fully by any one or jointly i.e. partly by tenderer and remaining through subcontractor) during last five years, shall also be submitted in above performa.

(Para 16.1(d) and Note to para 15 Note No.(iii) b of General Instructions)

Clause No. 11.(i), and explanation to clause 10 of part I of GCC 2020

COMPLETION CERTIFICATE**(If the work is awarded by Concessionaire)**

Name of Concessionaire

Address and Contract details i.e.

Phone No.FAX, e-mail.

Letter **No.** Date:-.....

1.1	Name of work /Project executed by the Concessionaire	
1.2	Name and Address of Authority which awarded work to the Concessionaire.	
1.3	Name of work awarded by the Concessionaire to the firm.	
2.	Contract Agreement (C/A) No. and date	
3.	Name of Firm with address	
4.	Nature of entity (Sole Prop./Partnership firm/company/Joint Venture firm/Registered Society /registered Trust etc.)	
5. (i)	In case of Partnership firm/JV/..... Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor	
6.	Original value of contract agreement.	
7	Completion Cost of Work	
7.1	in case final payments have been made- Contract Cost in last approved variation statement plus PVC amount paid	
7.2	in case final bill is pending -	
(i)	the contract cost in last approved variation statement plus PVC amount paid	
(ii)	cumulative amount paid up to last on-account bill including PVC amount and statutory deductions	
8.	Date of award of contract	
9.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
10. (i)	If yes, then actual date of physical completion.	
(ii)	Whether extension to DOC given with penalty or without penalty	
11.	Total payment made in above contract till the date of opening of present tender along with financial year –wise break-up	
12	In case of composite work: (See note (vii) below) Payment made for relevant distinct component of the work, out of total payment made under Sr. No. 7 above.	

Tender No.: AII/EN/MD-BWA/DW/2/21-22

12.1	in case final payments for the component have been made- Cost of component in contract in last approved variation statement plus PVC amount paid	
12.2	in case final bill is pending -	
(i)	the Cost of component in contract in last approved variation statement plus PVC amount paid	
(ii)	cumulative amount paid for the component up to last on account bill including PVC amount and statutory deductions	
13.	Performance of Contractor (Satisfactory/Unsatisfactory)	

I hereby certify that above mentioned work has been physically completed in all respect as per contract agreement. Performance of the contractor while executing the work had been satisfactory.

Signature & Name of Authorized Person
of the Concessionaire with Seal and
Mobile No. of Issuing Person.

Note:-

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-II).
- (ii) Copy of certificate duly self-attested shall be submitted along with tender document.
- (iii) Payment made as indicated in above certificate (At Sr. No. 9/ Sr. No. 10) will be considered as value of completed work for the purpose of eligibility under special technical criteria.
- (iv) Above format is for guidance only. Any certificate containing information asked for shall be considered
- (v) A self-attested copy of LOA and concessionaire agreement executed between concessionaire & Authority at Sr. No 1 above shall be submitted along with this completion certificate.
- (vi) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).
- (vii) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).
- (viii) Only those works will be treated as composite works which consist of more than one distinct component such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender documents
- (ix) No technical and financial credentials are required for tenders having value upto Rs. 50 lakhs
- (x) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
- (xi) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.

Tender No.: AII/EN/MD-BWA/DW/2/21-22

- (xii)** If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
- (xiii)** In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- (xiv)** For col 7 & 12 -The value of final bill including PVC amount-if paid, or otherwise, Incase final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work/ component.
- (xv)** In case, the Secondary Component(s) has/ have been defined in clause 15.5 above, the Attested copy of Completion Certificate of works executed by tenderer himself / the subcontractor (fully by any one or jointly i.e. partly by tenderer and remaining through subcontractor) during last five years, shall also be submitted in above performa.

(Para 16.1 (d) and Note to para 15 Note No.(iii) b of General Instructions)

Clause No. 11(i), and explanation to clause 10 of part I of GCC 2020

COMPLETION CERTIFICATE**(If the work is awarded by Public listed company)**

Name of the public listed company

Address and Contract details i.e. Phone No. FAX, e-mail.

Letter No. Date:-

1.1	Name of work /Project	
1.2	Name and Address of the public listed company	
1.3	Number as incorporated/ registered in the National stock exchange or Bombay stock exchange	
1.4	Date of getting listed in NSE/BSE (document to be attached as per note (vi) below).	
1.5	Average Annual turnover of the public listed company in last three financial years excluding current financial year. (details to be attached as per proforma in annexure VIII as per note (vii) below)	
2.	Contract Agreement (C/A) No. and date	
3.	Name of Firm with address	
4.	Nature of entity (Sole Prop./Partnership firm/company/Joint Venture firm/Registered Society /registered Trust etc.)	
5. (i)	In case of Partnership firm/JV/..... Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor	
6.	Original value of contract agreement.	
7	Completion Cost of Work	
7.1	in case final payments have been made- Contract Cost in last approved variation statement plus PVC amount paid	
7.2	in case final bill is pending -	
(i)	the contract cost in last approved variation statement plus PVC amount paid	
(ii)	cumulative amount paid up to last on-account bill including PVC amount and statutory deductions	
8.	Date of award of contract	
9.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
10. (i)	If yes, then actual date of physical completion.	
(ii)	Whether extension to DOC given with penalty or without penalty	
11.	Total payment made in above contract till the date of opening of present tender along with financial year –wise break-up	
12	In case of composite work: (See note (vii) below) Payment made for relevant distinct component of the work, out of total payment made under Sr. No. 7 above.	

Tender No.: AII/EN/MD-BWA/DW/2/21-22

12.1	in case final payments for the component have been made- Cost of component in contract in last approved variation statement plus PVC amount paid	
12.2	in case final bill is pending -	
(i)	the Cost of component in contract in last approved variation statement plus PVC amount paid	
(ii)	cumulative amount paid for the component up to last on account bill including PVC amount and statutory deductions	
13	Performance of Contractor (Satisfactory/Unsatisfactory)	

I hereby certify that above mentioned work has been physically completed in all respect as per contract agreement. Performance of the contractor while executing the work had been satisfactory.

Date

Signature & Name of Person Authorized
By the Public listed Company with Seal and
Mobile No. of Issuing Person.

Note:-

Following documents regarding the **Public listed company** are required to be submitted along with the certificate **(Mandatory)**

1. Details of Average Annual turnover of the public listed company in last three financial years excluding current financial year (should be 500 Cr and above) issued by Chartered Accountant. These details need to be submitted as per the proforma of Annexure VIII.
2. The copy of the documents regarding listing in the National stock exchange or Bombay stock exchange with details of status of listing as on date of opening of tender, duly self-attested.
3. The copy of the document of incorporation/ registration of the Public listed company (should be at least 5 years prior to date of opening of tender), duly self-attested.
4. The copy of document regarding Person Authorized by the Public listed Company to issue such certificate, duly self-attested.
5. The relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant. TDS certificates for all payments received a copy of final/last bill paid by the public listed company in support of above work experience certificate duly self-attested.

- (i) The certificate shall not be taken into consideration if any of the above conditions, prerequisites is not fulfilled or required supporting mandatory documents are found deficient. Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-II).
- (ii) Above format is for guidance only. Any certificate containing required information asked for shall be considered

Tender No.: AII/EN/MD-BWA/DW/2/21-22

- (iii) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).
- (iv) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).
- (v) Only those works will be treated as composite works which consist of more than one distinct component such as Civil Engg, Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender document
- (vi) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
- (vii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for **fulfillment** of credentials.
- (viii) If a part or a component of work is completed but the overall scope of contract is not **completed**, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
- (ix) In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- (x) For col 7 & 12 -The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work/component.
- (xi) In case, the Secondary Component(s) has/ have been defined in clause 15.5 above, the Attested copy of Completion Certificate of works executed by tenderer himself / the subcontractor (fully by any one or jointly i.e. partly by tenderer and remaining through subcontractor) during last five years, shall also be submitted in above performa.

Para 16.1 (f) of General Instructions) **(Clause No.10.3** and explanation to clause 10 of **Part-I of GCC-2020, with up to (date correction slip)**

LIST OF AWARDED WORKS UNDER EXECUTIONAND/OR WORK AWARDED BUT NOT YET STARTED TILL DATE OF OPENING OF TENDER

(Mandatory for tenders more than Rs. 20 Cr value wherein eligibility criteria includes Bid Capacity also, to evaluate Bid Capacity of tenderer)

Sr. No	Name & place of work	Organization for whom work is being carried out	Date of award of contract, Contract Agreement No. & Date	Original cost of work /Revised Cost (up to latest corrigendum)	Date of Completion (Original Extended)	Payment ReceivedTill Date of opening of present tender	Balance amount of the work to be executed	Balance period of work to be executed	'B'Value of work to be done in 'N' years (See notebelow)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) (5)-(7)	(9)	(10)
1									
2									
3									
4									
								Total	

Date

Signature of Chartered Accountant

Signature of Tenderer/s with seal

NOTE :-

- (a) This statement should be submitted duly verified by Chartered Accountant.
- (b) In case of no works in hand, a 'NIL' statement should be furnished duly verified by chartered Accountant.
- (c) In case of JV firm, the details of works with each member of JV is required to be submitted duly verified by Chartered Accountant.
- (d) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.

Tender No.: AII/EN/MD-BWA/DW/2/21-22

- (e) N for column 10 –Number of years prescribed for completion of work for which bids has been invited.
- (f) 'B' is the value of existing commitments and balance amount of ongoing works with the tenderer to be completed in next 'N' years.
- (g) For N equal or more than column (9) , Value of 'B' will be same as column (8)
- (h) For contracts not having any defined part financial /physical completion stages /milestones, and $N < \text{column (9)}$ then the value of 'B' will be as per formula $B = (8) * N / (9)$
- (i) In case part financial / physical completion stages / milestone is defined in the contract's value of 'B' shall be calculated accordingly.
- (j) No technical and financial credentials are required for tenders having value upto Rs. 50 lakhs

ANNEXURE-VI

(Para 16.1 (h) of General Instructions)

Clause No.11(iii) Annex.I of Part-I of GCC-2020 ,with up to date correction slip.**LIST OF PLANTS & MACHINERY AVAILABLE ON HAND AND PROPOSED TO BE INDUCTED (OWN AND HIRED TO BE GIVEN SEPARATELY) FOR SUBJECT WORK.**

Sr. No.	Particulars of Plants/Machinery	No. of Unit	Kind and make	Capacity	Age & Conditions	Owned by firm	Proposed to be purchased	
							Date of placing order	Likely date of receipt
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								
6								
7								

Note:

- (a) Indicate clearly, whether (i) Owned by firm, or (ii) To be purchased by firm giving date of placing order and likely date of receipt.
- (b) Optimum Plants and Machineries required to be deployed during execution of work.
- (i) Earthwork in formation of New Line / Doubling/ Gauge Conversion Project: Poclain, JCB, Vibratory Roller, Grader, Dumpers, Tractors, Water tank etc.
- (ii) Concreting work for bridge work: Concrete pump, Transit mixer as per requirement, Batching plant of suitable capacity, JCB, Needle vibrator 60/40mm etc.

Signature of Tenderer/s

Dated:-----

(Para 16.1 (i) of General Instructions) **Clause No.11 (iii) Annex.I of Part-I of GCC-2020, with up to date correction slip.**

LIST OF PERSONNEL ORGANIZATION AVAILABLE ON HAND AND PROPOSED TO BE ENGAGED FOR THE SUBJECT WORK.

Sr. No.	Name & Designation	Qualification	Professional experience	Remarks
1.	2	3	4	5
1				
2				
3				
4				
5				
6				
7				
8				

Signature of Tenderer/s

Dated:-----

(Para 16.1 (k) of General Instructions)
Clause No.10.2 and 11(ii) Annex.I of Part-I of GCC-2020,
with up to date correction slip

(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)

To,
 CPM
 DFCCIL, Ajmer.

Sub: - Contractual receipts of M/s (Name of firm).....

.....

It is to certify that contractual receipts of M/s (Name of firm).....during current financial year and preceding three financial years as extracted from audited balance sheets are as under :-

Sr. No.	Financial year	Contractual Receipts	*Extracted from Source document (Audited balance sheet/certificate issued by the employer/ client / Tax deduction at source certificate)
1.	Current year (Say A)		
2.	A-1		
3.	A-2		
4.	A-3		

*In case the Audited balance sheet is not available for the current financial year and/or immediate preceding financial year then the contractual receipts extracted from certificate issued by the employer/ client/ Tax deduction at source certificate, shall be considered for evaluation of the financial capacity of the tenderer.

Yours sincerely,

Date: ...

(Name & Sign. Of Authorized Signatory)

Seal of firm

Registration No:-

E-Mail:- Phone:-

FAX:-

Note : Client certificate from other than Govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

((Para 16.2.1(a)& 16.2.7(a) of General Instructions&
Para 9.0 (ii) of General Instructions)

CERTIFICATE

(For sole proprietorship firm / Sole proprietorship firm participating as member of JV)

I..... (Indicate Name of Sole prop) S/o(Full address of
Sole prop) Proprietor of M/s..... (Indicate Name of Proprietary firm) situated at
.....(Full address of Sole prop firm) do hereby solemnly affirm & declare as under:-

1. That I, who is submitting the tender on behalf of the **SOLE PROPRIETOR** is the **Proprietor**
of the firm working in the name & style of M/s.....

(Indicate Name – Proprietary firm) at

Deponent

Signature and Seal

VERIFICATION

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

Deponent

Signature and Seal

Place:-

Date:-

Note: - The stamp duty shall be governed by the provision of the Law relating to stamp in Force in that
State at the time when such AFFIDAVIT is being executed. Affidavit shall be affirmed before the
Notary Public.

(Para 16.2.7 (a) of General Instructions)

Clause No. 17.6 of Annex.I Part-I of GCC-2020, with up to date correction slip)

MEMORANDUM OF UNDERSTANDING FOR JV

(The Memorandum of Understanding shall be submitted in following format on the nonjudicial stamp of Rs.500/- duly notarized by Notary Public)

NOW THIS Memorandum of Understanding is executed at (Name of Place) on this date (DD/MM/YY) between M/s

(Name of first constituent and address) as the first party represented by Shri

.....and M/s..... (Name of 2nd constituent and address) represented by

Shri..... As the second party and so on 3rd, 4th&5th subsequent parties. (The expression and words of first and second and other shall mean and include their heir's successors, assigns, nominees, execution, administrators and legal representatives respectively).

WHEREAS all the parties are engaged mainly in the business of execution of Civil Engineering and general contracts for various Government Departments and organizations.

AND WHEREAS the parties herein above mentioned are desirous of entering into a joint venture for carrying out civil engineering and/or contract works in connection with Tender No.

..... (Name of work)..... "As mutually decided between members of Joint Venture Agreement.

1. That we M/s..... (JV firm) on behalf of all members of this joint venture agreement agreed that M/s will be "Lead Partner" of this Joint Venture.
2. That under this MOU, the work will be done jointly by M/s The first party and M/s the second and so onin the name and style of (Name)(Joint venture firm).
3. That we JV firm M/s on behalf of all the members of JV firm shall be legally liable, severally and jointly responsible/ liable for the satisfactory/ successful execution/ completion of the works including maintenance period in all respects and in accordance with terms and conditions of the contract.
4. That we M/s JV firm..... On behalf of all the members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (DFCCIL) for execution of the project in accordance with General and Special Conditions of the Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
5. M/s(Name of Lead Firm) of JV firm shall be the lead member of the JV firm who shall have a majority% share of interest in the JV firm. The other

Tender No.: AII/EN/MD-BWA/DW/2/21-22

(One/Two) members shall have following share: - M/s (Name of Second Firm) have % and M/s (Name of Third Firm if any) have% share of interest in the JV Firm.

6. That this JV shall be valid during the entire currency of the contract including the period of extension, if any, and the maintenance period after the work is completed.
7. That we all the Joint Venture members authorize Mr./Ms.....
.....one of the members on behalf of the JV firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/ correspondence with respect to the contract would be sent to this authorized member..... (Address) of the JV firm. In case the offer is submitted by the person other than those who is appointed as above and there is difference between the name of the person authorized as above and the person who digitally submitted the offer then our offer shall be deemed to be summarily rejected.
8. That no member of the JV shall have the right to assign or transfer the interest right or Liability in the contract without the written consent of the other members and that of the employer (DFCCIL) in respect of the said tender/contract.
9. That we all the members of the JV certify that we have not been black listed or debarred by DFCCIL or any other Ministry/Department /PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in tenders/contract in the past either in our individual capacity or as a member of the JV firm or partnership firm in which they were members/partners.. I/ We are aware that concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
10. That this Joint Venture MOU shall in all respect be governed by and interpreted in accordance with Indian Laws.

Now the parties have joined hands to form this MOU on this date (DD/MM/YY) with reference to and in confirmation of their discussions and understanding brought on record on date (DD /MM /YY).

In witness thereof all/both the above named parties have set their respective hands on this MOU on the day, month and year first above mentioned, in the presence of the following witnesses:-

1. First party (authorized signatory)

2. Second party (authorized signatory)

Tender No.: AII/EN/MD-BWA/DW/2/21-22

3. Third party (if any) (authorized signatory)

With Seal of parties

Witnesses with name & full address:-

1.....

2.....

Date.....

Place.....

NOTE: - Should MOU be in more than one separate page, each page shall be
Signed by the authorized signatory.

(Para 16.2.7.3(b) of General Instructions)
Clause No. 17.14.1 of Annex. I Part-I GCC 2020)

"LETTER OF CONSENT"
(To be submitted by Partnership Firm participating as member of JV)

We the following partners of M/s..... (Indicate name of firm)

(1).....(2).....

(3).....(4).....

(5).....(6).....having its
office athereby give our consent on behalf of M/s.....

.....(Indicate name of firm) in favour of Mr..... (Indicate name of
Partner), whose specimen signature are appended below, for entering into Joint Venture
Agreement with

M/s..... (Indicate name of other firm's)..... having office at
..... in connection with T. No.....Name of work to sign & execute
the MOU, JV agreement and all other required documents pertaining to above said tender on
behalf of firm.

We have read the contents of this letter of consent & accept the same and we hereby
agree to and ratify all acts, deeds & things of them or any documents executed by the said
partner in the scope of this letter of consent on behalf of firm.

This letter of consent is made at on

Name & Signature of Partner/s

(Signature of Sh.....)

DATE..... 1.

2.

3.

Place..... 4.

5.

Seal of the Firm

Note:- The stamp duty of Rs. 500/- or shall be governed by the provision of the Law relating to
stamp in force in that State at the time.

(Para 16.2.7.1 of General Instructions) & clause No. 17.14.2, 17.14.3 © and cl.15
of Annex I Part-I of GCC-2020, with up to date correction slip

SPECIAL POWER OF ATTORNEY

(To be submitted by Private/Limited Companies, Sole Proprietor or HUF participating as member of JV)

BE IT KNOWN to all that I (Indicate name of Director/Sole Prop.)..... at the Company/Proprietary firm/HUF (Indicate Name of Company / Sole Proprietary firm/ HUF)
..... having its office at do hereby for and on behalf of the said Company/Proprietary firm/HUF appoint Sh.....S/o Shriage..... (Indicate Name of Nominee with full address) of the Company/Prop. Firm/HUF as our Attorney, whose specimen signature are appended below to execute the MOU/ JV Agreement & all other required documents with M/s (Indicate Name of other Co. /Prop. firm)..... Situated at
in connection with the following tender invited by DFCCIL:-

"T.No.....Name of work.....
....."

We/ I have read the content of this Special Power of Attorney & accept the same, and we/ I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

In witness where of I..... (Indicate name of Director/ Sole Prop/ Karta.) Of M/s..... (Indicate name of Co. / Prop. Firm/HUF) the above named Director / Proprietor has executed this Power of Attorney.

For M/s.....

(Sign. of Shri.....)

(Sign& Seal) Place...

Date:-.....

The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.

(For private/ limited company as member of JV- the annexure XII is required even if MOU/JV agreement is signed by the authorized/ Power of attorney holder himself as per the Copy of Resolution)

(For sole proprietor firm/HUF as member of JV- Not required if MOU/JV agreement is signed by the proprietor of the sole proprietor firm/ karta of HUF himself)

(Para 16.2.3 (b) of General Instructions)& clause No. 14 (a)(ii),
15 Annex I Part-I ofGCC-2020, with up to date correction slip

**SPECIAL POWER OF ATTORNEY
(For Partnership Firms only)**

BE IT KNOWN to all that we (1) (2).....
(3).....(4).....(5)..... all the partners of the
firm..... having its registered office at do hereby, for and on
behalf of the said firm appoint Shri..... (Name& designation) Special Attorney of the
said firm and authorize the said Shri..... (name), whose specimen signature are
appended below, to do all or any of the following acts deeds and/or things on behalf of the said
firm and to represent the firm in respect for the tender No..... (Name of
work)..... invited by DFCCIL.

1. To appear before office of DFCCIL related to the process of tendering for the above said tender.
2. To procure/download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on
www.ireps.gov.in for the said Tender. In case the offer is submitted by the person other than
those who is appointed as above and there is difference between the name of the person
authorized as above and the person who digitally submitted the offer then our offer shall be
deemed to be summarily rejected.
4. To attend meetings and submit clarifications including negotiations, if any, called by DFCCIL.
5. To sign the agreement and other relevant documents & receive payment on behalf of firm,
6. To co-ordinate measurement through contractor's authorized engineer, witness measurement,
sign measurement books on behalf of firm.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate
and refer all or any disputes to arbitration.

We/ I have read the content of this Special Power of Attorney & accept the same and
We/I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things
lawfully done or caused to be done by our said Attorney.

(Signature of Sri.....)

Executants Partner
(Name & signature)

DATE

1.....

2.....

3.....

4.....

Place :-

Seal of Firm

Seal of Firm

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force
in

that State at the time when such Power of Attorney is being executed. The Power of Attorney
shall duly registered with registrar or notarized.

(Required even if one or more Partners are authorized in the Partnership Firm to sign on behalf
of
the Firm)

(Para 16.2.1 (b) of General Instructions) & clause No. 15 Annex I Part-I of GCC-2020, with up to date correction slip

SPECIAL POWER OF ATTORNEY

(For Sole Proprietor Firm only) BE IT KNOWN

to all that I Sole Proprietor of the firm having its registered office at do hereby, for and on behalf of the said firm appoint Shri..... (Name& designation with full address) Special Attorney of the said firm and authorize the said Shri..... (name) whose specimen signature are appended below, to do all or any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the tender

No..... (Name of work)..... invited by DFCCIL.

1. To appear before office of DFCCIL related to the process of tendering for the above said tender.
2. To procure/download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on www.ireps.gov.in for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by DFCCIL.
5. To sign the agreement and other relevant documents & receive payment on behalf of firm,
6. To co-ordinate measurement through contractor's authorized engineer, witness measurement, sign measurement books on behalf of firm.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to Arbitration Tribunal.

I have read the content of this Special Power of Attorney & accept the same and I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

(Signature with name of Power attorney Holder)

(Name & signature of sole proprietor)

Dated

Place

(Seal of Firm)

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in

that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.

(Not required if tender is uploaded by Proprietor himself)

(Para 16.2.4 (D) of General Instructions)
& clause No. 14(c) (ii) and 15 of Part-I of GCC-2020, with up to date correction slip

**SPECIAL POWER OF ATTORNEY
(For Private/Limited companies only)**

BE IT KNOWN To all that (Name of firm) having its registered office at do hereby, for and on behalf of the firm appoint Shri..... (Name& designation) Special Attorney of the said firm and authorize the said Shri..... (name) whose specimen signatures are appended below, to do all or any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the tender No..... (Name of work)..... invited by DFCCIL.

1. To appear before office of DFCCIL related to the process of tendering for the above said tender.
2. To download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on www.ireps.gov.in for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by DFCCIL.
5. To sign the agreement and other relevant documents & receive payment on behalf of Company,
6. To co-ordinate measurement through contractor authorized engineer, witness measurement, sign measurement books on behalf of Company.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to arbitration.

We have read the content of this Special Power of Attorney & accept the same and we hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

(Signature of Shri.....)

Authorized signatory of the firm

Dated.....

Place

Seal of Firm

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.

Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per resolution passed by Board of Directors

MODEL FORM OF BANK GUARANTEE BOND FOR PG

To
CPM
DFCCIL, Ajmer

1. In consideration of the President of India acting through (indicate designation of concerned
2. CPM (hereinafter called "the Government") having agreed to exempt – (Name & address)---
----- (hereinafter called "the said Contractor(s)" from the demand, under the terms and
conditions of an Agreement dated ----- made between ----- and ----- for -----
- (hereinafter called "the said Agreement"), of Performance Guarantee for the due fulfillment by
the said Contractor(s) of the terms and conditions contained in the said Agreement, on
production of a bank Guarantee for Rs.----- (Rupees-----only) we, -----
----- (hereinafter referred to as "the Bank" at the request of ----- (contractor(s) do hereby
undertake to pay to the Government an amount not exceeding Rs. ----- --against any loss or
damage caused to or suffered or would be caused to or suffered by the Government by reason of
any breach by the said Contractor(s) of any of the terms or conditions contained in the said
Agreement.
3. We----- (indicate the name of the bank) i.e.
----- (name, address and branch code) do hereby undertake to pay the
amounts due and payable under this guarantee without any demur, merely on a demand from
the Government stating that the amount claimed is due by way of loss or damage caused to or
would be caused to or suffered by the Government by reason of breach by the said contractor(s)
of any of the terms of conditions contained in the said Agreement or by reason of the
contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall
be conclusive as regards the amount due and payable by the Bank under this guarantee.
However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. --

4. We under-take to pay to the Government any money so demanded notwithstanding any
dispute or disputes raised by the contractor(s)/supplier (s) in any suite 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 contractor(s)/supplier(s) shall have no claim against us for making
such payment.
5. We----- (Indicate the name of bank) i.e. -----
(name, address and branch code) further agreed with the guarantee herein contained shall
remain in full force and effect during the period that would be taken for the performance/of the
said Agreement and that it shall continue to be enforceable till all the dues of the Government
under or by virtue of the said Agreement have been fully paid and its claims satisfied or
discharged or till ----- (office/Department) Ministry of ----- certifies that the terms and
conditions of the said
Agreement have been fully and properly carried out by the said Contractor(s) and accordingly
discharges this guarantee. Unless a demand or claim under this guarantee is made on in writing
on or before the ----- we shall be discharged from all liability under this guarantee
thereafter.
6. We----- (Indicate the name of bank) i.e. -----
(name, address and branch) further agree with the government that the Government shall have
the fullest liberty without our consent and without affecting in any manner our obligations
hereunder to vary any of the terms and conditions of the said Agreement or to extend time of
performance by the said contractor(s) from time to time or to post opens for any time or from
time to time any of the powers exercisable by the Government against the said, Contractor(s)
and to further 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

Tender No.: AII/EN/MD-BWA/DW/2/21-22

granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/Supplier(s).

8. We ----- (indicate the name of bank) i.e. (Name, address and branch code) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the----- day of -----2020

For ----- (indicate the name of bank)

i.e. (Name, address and branch code)

ANNEXURE-XVII

(Para 16.2.7.4 (c) of General Instructions &
Clause No. 17.14.3 (a) of Annex.I Part-I of GCC-2020, with up to date correction slip)

**SPECIMEN BOARD'S RESOLUTION OF A PRIVATE/LIMITED COMPANY FORENTERING INTO
JV WITH OTHER ENTITIES**

Extract from the minutes of meeting of Board of Directors of the company held on
..... (Date) at the office of the company situated at
.....
(Address of the company).

RESOLVED THAT (Name of the company) have decided
to participate for the said tender for the work of
..... (Name of the work) in joint venture with
M/s..... (Name of the other Firm/Firms or company/companies with addresses)
in name and style of the JV firm..... (Name of the Joint
Venture firm).

FURTHER RESOLVED THAT Shri ... (Name and designation of
authorized person of the company) is hereby authorized to execute & sign all necessary
documents for submission of tender documents, JV Agreement and any documents in connection
with present tender on behalf of company etc. For the above mentioned work on behalf of the
company.

Signed by Managing Director/

Director/ Company Secretary
Of the Company Note:-

1. Stipulations in the above specimen Board's Resolution are for guidance only. Companies can incorporate other stipulation /stipulations relevant with the tender and formation of JV, if required.
2. The above Annexure should be executed on the Letter Head of the company.

Clause No. 16.2.7.3(c) of General Instructions &
 Clause No. 17.14.1 (c) and 15 of Annex.I Part-I of
 GCC-2020, with up to date correction slip

SPECIAL POWER OF ATTORNEY
(For Partnership Firms participating as a member of JV only)

We the following partners of M/s..... (Indicate name of firm)

(1).....2.....

3.....4.....

5.....6.....having its
 office athereby give our consent on behalf of M/s.....
(Indicate name of firm) in favour of Mr..... (Indicate name of
 Partner), whose specimen signature are appended below, for entering into Joint Venture
 Agreement with
 M/s..... (Indicate name of other firm's)..... having office at
 in connection with T. No.....Name of work
 to sign & execute the MOU, JV agreement and all other required documents pertaining
 to above said tender.

We have read the content of this Special Power of Attorney & accept the same and we hereby
 agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or
 caused to be done by our said Attorney.

(Signature of Sri.....)

Executants Partner
 (Name & signature)

DATE

1.....

2.....

Place

3.....

4.....

Seal of Firm

Seal of Firm

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in
 force in that State at the time when such Power of Attorney is being executed. The Power of
 Attorney shall duly registered with registrar or notarized. Required even if MOU/JV agreement
 is signed by one or more partners authorized in the Partnership Firm as per the Partnership
 deed, letter of consent.

**Clause No. 16.1(g) of General Instructions &
Clause No. 10.3 Annex.I Part-I of GCC-2020, with
up to date correction slip**

(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)

(Mandatory and applicable for tenders valuing more than Rs 20 Cr to calculate Bid
Capacity of tenderer- For value of A)

To

CPM

DFCCIL, Ajmer.

Sub: -Construction works executed and payment received

It is to certify that construction works executed and payment received through construction works of M/s (Name of firm).....during the previous three financial years and the current financial year (up to date of inviting tender), as extracted from, Balance sheet/ certificate **issued by the employer/ client**, Form 16 , Form 26AS etc. are as under :-

Sr. No.	Financial year	Work executed And Payment received through construction works
1.	Current year (Say A)	
2.	A-1	
3.	A-2	
4.	A-3	

Yours sincerely,

Date: ...

(Name & Sign. Of Authorized Signatory)

Seal of firm

Registration No:-

E-Mail:-

Note :

- (a) In case of JV firm details of construction works executed by each member of JV is required to be submitted
- (b) In case, the tenderer/s failed to submit the above statement (for tenders valuing more than 20 Cr) along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.

Clause No. 16.2.7.5(d) of General Instructions &
 Clause No. 14(f)(iii) and 15 of Annex.-I Part-I of
 GCC-2020, with up to date correction slip

**SPECIAL POWER-OF-ATTORNEY
 (For LLP Firm incorporated under LLP Act)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S
 (Name of LLP & LLPIN number) is a LLP Firm registered
 under the LLP Act, 2008, and having its registered office
 at..... (hereinafter called the 'LLP').
 AND WHEREAS by its resolution No..... passed in the meeting held on..... of the
 Partners of the LLP (LLP name) have decided to participate in the tender
 No. invited by DFCCIL for the work
 namely
 ""

I.....(name and designation) the authorized representative of M/S
 (name of LLP) duly authorized in this behalf by
 aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms.
(designation).....(address)..... & Mr./
 Ms./Mr./Ms.(designation).....(address)..... who is/are
 presently holding the above mentioned position in the LLP as our true and lawful attorney
 (hereinafter referred to as "Attorney") of the LLP to jointly or severally exercise all or any of the
 following powers for and on behalf of
 M/S..... (name of LLP & LLPIN number) in respect of the
 aforesaid tender Invited by the DFCCIL :

1. To appear before office of DFCCIL related to the process of tendering for the above said tender.
2. To download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on www.ireps.gov.in for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by DFCCIL.
5. To sign the agreement and other relevant documents & receive payment on behalf of firm,
6. To co-ordinate measurement through contractor authorized engineer, witness measurement, sign measurement books on behalf of firm.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to arbitration

The LLP agrees and undertakes that in the event of any change in the constitution of the LLP, the rights and obligations of the LLP shall continue to be in full force without any effect thereof. The LLP undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of DFCCIL.

AND the LLP hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the LLP and the LLP hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by WITNESSES:

Tender No.: AII/EN/MD-BWA/DW/2/21-22

Signature Name:

Address:

Signatures of authorized representative & Seal

of LLP: authorized representative

Name of (Executants):

Designation:

Signature Name:

Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1)Name Signature.....

(2Name).....Signature.....

Executed and Signed before me on this.....day of At
.....(place).

(Seal and signature of Notary Public)

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.

Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per resolution passed by Partners of the LLP

Clause No. 16.2.5(c) of General Instructions &

Clause No. 14(f)(iii) Annex.I Part-I of GCC-2020, with up to date correction slip

Partner's Resolution of LLP Firm incorporated under LLP Act for submitting Tender by LLP firm (To be printed on Firm's letter head)

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS

OF _____ (LLP Name) having LLPIN _____ of 20.....

(Hereinafter referred to as LLP) HELD ON (Date) _____ AT (Address) _____

Whereas the Board has been described about NIT

No. _____ issued by DFCCIL for the work _____ name" _____".

Partners discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the LLP (LLP name) shall participate in the above tender

Resolved further that the LLP/Partners authorize(s), Mr./ Ms. _____ & Mr./ Ms. _____ (name and designation) of the LLP, to jointly or severally sign and submit all the necessary papers, letters, forms, quotes, bids etc., negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.

Resolved further that LLP/Partners authorize(s) Mr./Ms. _____ (Name and Designation) of the LLP to execute Power of Attorney in terms of this resolution in favour of Mr./Ms. _____ & Mr./Ms. _____ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the LLP.

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: _____

Designation: _____

Place:

Dated:

Executed and Signed before me on this.....day of At(place).

(Seal and signature of Notary Public)

Note:-

1. Stipulations in the above specimen Resolution are for guidance only. LLP firm can incorporate other stipulation /stipulations relevant with the tender and formation of JV, if required.
2. The above Annexure should be executed on the Letter Head of LLP firm. Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per resolution passed by Partners of LLP firm.

Clause No. 16.2.6(c) of General Instructions &
 Clause No. 14(e)(iii) and 15 of Annex.I Part-I of GCC-2020 ,with up to date correction slip

**SPECIAL POWER-OF-ATTORNEY
 (For Registered Society & Registered Trust)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S
 (Name of **Registered Society / Registered Trust**) is a **Registered Society / Registered Trust** registered under the Act (Name of the act vide which registered), and having its registered office at..... (hereinafter called the '**Registered Society / Registered Trust**').
 AND WHEREAS by its resolution No..... passed in the meeting held on..... of the Executive Member of the **Registered Society / Registered Trust** the **Registered Society / Registered Trust** (**Registered Society / Registered Trust** name) have decided to participate in the tender No. invited by DFCCIL for the work namely "
 ""

I.....(name and designation) the authorized representative of M/S
(name of **Registered Society / Registered Trust**) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms.
(designation).....(address)..... & Mr./ Ms./Mr./Ms.
(designation).....(address)..... who is/are presently holding the above mentioned position in the **Registered Society / Registered Trust** as our true and lawful attorney (hereinafter referred to as "Attorney") of the **Registered Society / Registered Trust** to jointly or severally exercise all or any of the following powers for and on behalf of M/S (name of **Registered Society / Registered Trust**) in respect of the aforesaid tender Invited by DFCCIL :

1. To appear before office of DFCCIL related to the process of tendering for the above said tender.
2. To download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on www.ireps.gov.in for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by DFCCIL.
5. To sign the agreement and all other required documents & receive payment.
6. To co-ordinate measurement through contractor authorized engineer, witness measurement, sign measurement books on behalf of Registered Trust/Society.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to arbitration

The **Registered Society / Registered Trust** agrees and undertakes that in the event of any change in the constitution of the **Registered Society / Registered Trust**, the rights and obligations of the **Registered Society / Registered Trust** shall continue to be in full force without any effect thereof.

The **Registered Society / Registered Trust** undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of DFCCIL.

AND the **Registered Society / Registered Trust** hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the **Registered Society / Registered Trust** and the **Registered Society / Registered Trust** hereby undertakes to confirm and ratify all and

Tender No.: AII/EN/MD-BWA/DW/2/21-22

whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed
Shri.....(name and designation), on this..... day of..... 20....

, in presence of:

WITNESSES:

Signature Name:

Address:

Signatures of authorized
representative
& Seal of **Registered Society /**
Registered Trust

Name of authorized rep
(Executants):
Designation:

Signature Name:

Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1)Name Signature.....

(2)Name).....Signature.....

Executed and Signed before me on this.....day of At
.....(place).

(Seal and signature of Notary Public)

Notes:-

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.

(Required even if tender documents are submitted by the authorized/ power of attorney holder himself)

Annexure-XXIII

Clause No. 16.1(n) of General Instructions Information and particulars in terms of Para 11(a) and 11(b) of General Instructions and Clause No. 16 of Annexure-I Part-I of GCC-2020, with up to date correction slip.

(i) Information and particulars regarding employed retired Railway/DFCCIL Engineer (s)/ Officer(s) of the Gazetted rank.

Sr.No.	Name of retired gazette Officer/ Engineer with Designation	Date of Retirement	Details of permission obtained (wherever applicable)
1.			
2.			
3.			
4.			

(ii) Information and particulars regarding retired Railway/DFCCIL Engineer (s)/ Officer(s) of the Gazetted rank being one of the partner in the partnership Firm/ Joint venture/registered Society/ registered firm/ LLP etc

Sr.No.	Name of retired gazette Officer/ Engineer with Designation	Date of Retirement	Details of permission obtained (wherever applicable)
1.			
2.			
3.			
4.			

(iii) Information and particulars regarding retired Railway/DFCCIL Engineer (s)/ Officer(s) of the Gazetted rank being director in the company

Sr.No.	Name of retired gazette Officer/ Engineer with Designation	Date of Retirement	Details of permission obtained (wherever applicable)
1.			
2.			
3.			
4.			

Note:- 1. Details as per the above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such retired Gazetted Railway/DFCCIL Officer/ Engineer, Nil to be furnished in the format.

2 In case details are not submitted in terms of Para 11(a) by the tenderer, their offer shall be summarily rejected.

3 Also submit the document of permission from the President of India or any officer, duly authorized by him in this behalf, in case (i) where such Engineer or officer had not retired from

Tender No.: AII/EN/MD-BWA/DW/2/21-22

government service at least 1 year prior to the date of submission of the tender (ii) where such Engineer or officer is a partner or director as the case, in partnership firm or an incorporated company,,

(iv) Information and particulars in terms of Para 11(b) of General instructions regarding Relative(s) employed in gazette capacity on Railway/DFCCIL

Sr. No.	Name of the relative who is employed in gazette capacity on Railway/DFCCIL with Designation	Relation
1.		
2.		
3.		
4.		

Note :- 1. Details as per the above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such relative, Nil to be furnished in the format.

2. In case details are not submitted in terms of Para 11(b) of General Instructions by the tenderer, their offer shall be summarily rejected.

Signature of the tenderer.....

Name.....

Clause No. 16.2.7.5(c) of General Instructions Partner's Resolution of LLP Firm for entering into Joint Venture (To be printed on LLP Firm's letter head)

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS
OF _____ (LLP Name) having LLPIN of 20.....)
(hereinafter referred to as LLP) HELD ON (Date) _____ AT (Address)

Whereas the Partners have been described about NIT
No. _____ issued by DFCCIL for the work namely
"_____" . Partners discussed
the matter and after discussion following resolution was passed:

RESOLVED THAT the LLP..... (LLP name) shall participate in the above tender in Joint Venture
and for the purpose the LLP shall enter into and execute joint venture agreement, with
M/S _____ & M/S _____ (name of other
constituent(s) of joint venture).

Resolved further that the LLP/Partners authorize(s), Mr./ Ms. _____ & Mr./
Ms. _____ (name and designation) of the LLP, to jointly or severally, sign
joint venture agreement, and to sign such other documents and to do any other act and
complete requisite formalities on behalf of the LLP in connection with completion of aforesaid
tender work and to enter into liability against the LLP.

Resolved further that LLP/Partners authorize(s) Mr./Ms. _____ (name and
designation) of the LLP to execute Power of Attorney in terms of this resolution in favour
of
Mr./Ms. _____ Mr./Ms. _____ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be
binding on the LLP.

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: _____

Designation: _____

_____ Place:

Dated: _____

Executed and Signed before me on this.....day of At
.....(place).

(Seal and signature of Notary Public)

Clause No. 16.2.5(d) of General Instructions

POWER-OF-ATTORNEY BY A LLP Firm (incorporated under LLP Act) for entering into JOINT VENTURE AGREEMENT.

(to be executed non judicial stamp paper of appropriate value as per law of state concerned Non Judicial stamp paper should be purchased in the name of the LLP)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S
 (name of LLP & LLPIN number) is a LLP
 registered under the LLP Act, 2008, and having its registered office at..... (Hereinafter called
 the 'LLP'). AND WHEREAS by its resolution No..... passed in the meeting held
 on..... of the Partners of the LLP, the
 LLP..... (LLP name) has decided to participate in the tender
 No. issued by DFCCIL for the work namely
 "....." in Joint Venture and for the purpose
 the LLP shall enter into and execute joint venture
 agreement with M/S &
 M/S (name of other constituent(s) of joint venture) AND THAT
 M/S (name of the lead member of joint venture) shall act as the
 lead member of above mentioned joint venture.

I.....(name and designation) the authorised representative of
 M/S (name of LLP) duly authorized in this behalf by
 aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize

Mr./ Ms.

.....(designation).....(address).....& Mr./ Ms. Mr./ Ms.
(designation).....(address).....who is/are
 presently holding the above mentioned position in the LLP as our true and lawful attorney
 (hereinafter referred to as "Attorney") of the LLP to jointly or severally exercise all or any of the
 following powers for and on behalf of M/S

..... (Name of LLP & LLPIN number) in connection with
 aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, draft of which has been approved by the LLP, on behalf of the LLP with above named constituents for participating in the aforesaid bid of the DFCCIL on behalf of the LLP.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.
4. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The LLP agrees and undertakes that in the event of any change in the constitution of the LLP, the rights and obligations of the LLP shall continue to be in full force without any effect thereof.

The LLP undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of DFCCIL.

AND the LLP hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the LLP and the LLP hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by

Tender No.: AII/EN/MD-BWA/DW/2/21-22

Shri.....(name and designation), on this..... day of..... 20... , in
presence of:

WITNESSES:

Signature Name:
Address:

Signatures of authorized
representative & Seal of LLP:

Name of authorized
representative:
Designation:

Signature Name:
Address:

Specimen Signatures of Attorney Holder in token of acceptance:

(1)NameSignature.....

(2)NameSignature.....

Executed and Signed before me on this.....day of
At
.....(place).

(Seal and signature of Notary Public)

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.

Required even if tender documents are submitted by the authorized/ power of attorney holder of the LLP firm himself

(Para 16.2.7.6 (c) of General Instructions)

SPECIMEN RESOLUTION OF EXECUTIVE COMMITTEE OF REGISTERED

SOCIETY/TRUST (To be printed on registered society/ trust's letter head)

FOR ENTERING INTO JV WITH OTHER ENTITIES

Extract from the minutes of meeting of Executive Committee of Registered Society/Trust held on (Date) at the office of the Registered Society/Trust situated at (Address of the Registered Society/Trust).

RESOLVED THAT (Name of the Registered Society/Trust) have decided to participate for the said tender for the work of (Name of the work) in joint venture with M/s..... (Name of the other Firm/Firms or company/companies/ Registered Society/Trust with addresses) in name and style of the JV firm..... (Name of the Joint Venture firm).

FURTHER RESOLVED THAT Shri (Name and designation of authorized person of the Registered Society/Trust) is hereby authorized to execute & sign all necessary documents for submission of tender documents, JV Agreement and any documents in connection with present tender on behalf of Registered Society/Trust etc. For the above mentioned work on behalf of the Registered Society/Trust.

Name and Signed by authorized

Executants/s of Registered Society/Trust

Note:-

1. Stipulations in the above specimen Resolution are for guidance only. Registered Society/Trust can incorporate other stipulation /stipulations relevant with the tender and formation of JV, if required.
2. The above Annexure should be executed on the Letter Head of Registered Society/Trust.

(Para 16.2.7.6 (c) of General Instructions)

SPECIAL POWER OF ATTORNEY

(To be submitted by Registered Society/Trust participating as member of JV) BE IT KNOWN to all that I (Indicate name of Authorised signature of the Registered Society/Trust)..... at the Registered Society/Trust (Indicate Name of Registered Society/Trust) having its office at do hereby for and on behalf of the said Registered Society/Trust appoint Sh.....S/o Shriage..... (Indicate Name of Nominee with full address) of the Registered Society/Trust as our Attorney, whose specimen signature are appended below to execute the MOU/ JV Agreement & all other required documents with M/s (Indicate Name of other Co. /Prop. firm/ Registered Society/Trust)..... Situated at in connection with the following tender invited by DFCCIL:-

"T.No.....Name of work.....
"

We/ I have read the content of this Special Power of Attorney & accept the same, and we/ I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

In witness where of I..... (Indicate name of Authorised signatory of the Registered Society/Trust) Of (Indicate name of Registered Society/Trust) the above named Authorised signatory has executed this Power of Attorney.

For (Name of
 Executants/s of Registered Society/Trust)

(Name, address and Sign. of Power of Attorney holder Shri.....)

(Sign& Seal) Place...

Date:-.....

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.

Required even if tender documents are submitted by the authorized/ power of attorney holder of Registered Society/ firm himself

**DFCCIL CONTRACT AGREEMENT OF WORKS
(charged to EBR(IF) CONTRACT**

AGREEMENT NO. -----DATED-----

ARTICLE OF AGREEMENT made on this day _____ in the year Two Thousand and between the President of India, acting through the _____ (DFCCIL) Administration having its office at Ajmer hereinafter called the 'DFCCIL' of the first and part and ----- Name of Contractor ----- hereinafter called the 'Contractor' of the second part and Indian Railway Finance Corporation Limited hereinafter called the 'IRFC' of the third part having its office at ----- with GSTIN ----- (GSTIN of billing unit, IRFC).

First part, second part and third part collectively hereinafter called the 'Parties'.

WHEREAS the contractor has agreed with the DFCCIL for performance of the works-----
- set forth in the schedule hereto annexed upon the Standard General Condition of Contract corrected up to latest correction slips and the Specifications of the -----
DFCCIL corrected up to latest correction slips and the Specifications of the -----
DFCCIL, corrected up to latest correction slips and the Special Condition and Specifications, if any, and in conformity with the Drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to payments to be made by the DFCCIL, the Contractor will duly perform the said works in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the DFCCIL and will complete the same in accordance with the said specifications and said drawings and said conditions of contracts on or before the ----- day of -----20--- and will maintain the said work for a period of ----- calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions there is mentioned (which shall be deemed and taken to be part of this contract as if the same have been fully set forth herein) AND the DFCCIL both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the DFCCIL will pay or cause to be paid to the contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

It is agreed by and between the parties that DFCCIL shall continue to be held responsible for all obligations, risk and liabilities, whatsoever, arising out of or in connection with the Contract Agreement and this Novation Agreement, whether during the progress of the work or after its completion.

It is further agreed and understood by and between the parties that IRFC shall be the owner of assets, if any, arising out of execution of works as defined in the Contract Agreement, except the land whose ownership shall continue with DFCCIL. Accordingly, the invoices shall be issued by capturing GSTIN of contractor (as the supplier) and GSTIN of IRFC (as the bill-to party). Also, the contractor shall submit the invoice, issued in the name of IRFC, to DFCCIL for processing payment by DFCCIL to Contractor subject to applicable TDS under the Income Tax, GST or any other applicable laws.

It is further agreed by and between the parties that IRFC shall be responsible to comply with Income Tax and GST laws in relation to filling of returns.

All the communication in relation to the Contract Agreement would only be between Party hereto of first part and second part.

For and on behalf of the President of India

Tender No.: AII/EN/MD-BWA/DW/2/21-22

Witness of the Signature

1.

2.

Address :-----

Signature of Contractor

Name of Authorized Signatory

Witnesses of the Signature

1.....

2.....

Address:.....

For and on behalf of the
Indian Railway Finance Corporation

Witness of the Signature

1.

2.

Address:-----

((Para 16.2.2 (a) of General Instructions)
clause 14(ii) (b) of the GCC 2020)

CERTIFICATE

(For HUF (Hindu Undivided Family / for JV having HUF as member)

I..... (Indicate Name of Karta) S/o (Full address of HUF)
Karta of M/s..... (Indicate Name of HUF) situated at (Full address
of HUF) do hereby solemnly affirm & declare as under:-

1. That I, who is submitting the tender on behalf of the **HUF** is in the position of **Karta** of the HUF, working in the name & style of (Indicate Name – HUF) at
.....
2. That, I.....(Indicate Name of Karta) has the authority, power and consent given by other members to act on behalf of(name of HUF)

Deponent

Signature and Seal

VERIFICATION

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

Deponent

Signature and Seal

Place:-

Date:-

Note: - The stamp duty shall be governed by the provision of the Law relating to stamp in Force in that State at the time when such AFFIDAVIT is being executed. Affidavit shall be affirmed before the Notary Public.

(Para 16.2..2 (b) of General Instructions)
(Clause14 (ii) (b) and clause 15 of the GCC 2020)

**SPECIAL POWER OF ATTORNEY
(For HUF (Hindu Undivided Family))**

BE IT KNOWN to all that we (1) (2).....
(3).....(4).....(5)..... all the members of the
HUF..... having its registered office at do hereby, for and on
behalf of the said firm appoint Shri..... (Name& designation)

Special Attorney of the said HUF and authorize the said Shri..... (name), whose
specimen signature are appended below, to do all or any of the following acts deeds and/or
things on behalf of the said firm and to represent the firm in respect for the tender

No..... (Name of work)..... invited by
DFCCIL.

1.To appear before office of DFCCIL related to the process of tendering for the above said
tender.

2.To procure/download the tender documents for the above said tender.

3.To digitally sign the above said tender document and for uploading the offer on
www.ireps.gov.in for the said Tender. In case the offer is submitted by the person other than
those who is appointed as above and there is difference between the name of the person
authorized as above and the person who digitally submitted the offer then our offer shall be
deemed to be summarily rejected.

4.To attend meetings and submit clarifications including negotiations, if any, called by DFCCIL.

5.To sign the agreement and other relevant documents & receive payment on behalf of firm,

6.To co-ordinate measurement through contractor's authorized engineer, witness measurement,
sign measurement books on behalf of firm.

7.To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate
and refer all or any disputes to arbitration.

We/ I have read the content of this Special Power of Attorney & accept the same and
We/I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things
lawfully done or caused to be done by our said Attorney.

Sri.....) (Name & signature) Members of the HUF (Signature of

DATE

1.....

Place

2.....

3.....

Tender No.: AII/EN/MD-BWA/DW/2/21-22

4.....

Seal of Firm

Seal of Firm

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.

(Not required if tender documents are uploaded by Karta himself).

((Para 16.2.3 (c) of General Instructions)
Explanation for clause 10 – eligibility criteria, of the GCC 2020)

DECLARATION BY NEWLY FORMED PARTNERSHIP FIRM/ LLP Firm

(Mandatory if tenderer is Newly Formed Partnership Firm/ LLP Firm)

I..... S/o Shri....., the authorized signatory of partnership firm/ LLP Firm M/s do hereby solemnly affirm and declare as under :

1. That, we are the newly formed partnership firm/ LLP Firm in the name and style of M/s Registered with registrar of firm vide Registration No..... dated.....

2. In this newly formed Partnership Firm/ LLP Firm, we are No. of partners. The details of the previous proprietary firm or previous dissolved partnership firm/ LLP Firm or previous splitted partnership firm (s) / LLP Firm wherein any of the partners of the present firm was a proprietor / Partner and proposed to use credentials obtained in such previous propriety firm (s)/Partnership firm(s) / LLP Firm is as under :-

S.N.	Name of person in the newly formed partnership firm	Details of Previous proprietary/ Partnership Firm/ LLP Firm	Share in newly formed partnership firm	Share in previous partnership firm/ LLP Firm	Remarks
1.					
2.					
3.					

3. That, following relevant documents are Annexed with bid –

- (1) Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I
- (2) A copy of previous partnership Firm (Notarized or duly registered with the Registrar) (3) Affidavit as per proforma given of Annexure –IX for previous Propriety firm (duly executed on stamp paper and notarized).
- (4) Copy of previous LLP agreement and certificate of incorporation.
- (5) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm)
- (6) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, LLP firm or propriety firm)
- (7) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para 16.1 (c), (d), (f),(g), (k) above.

Declaration by the Tenderer:-

We/ I have read the content of this declaration & respective conditions of the GCC regarding assessment of the eligibility of our partnership firm/ LLP firm and have/ has enclosed all the required mandatory documents accordingly. We/I hereby declare that the information given

Tender No.: AII/EN/MD-BWA/DW/2/21-22

above are true. If any of the above information is found to be wrong at any time, my tender will liable to be rejected.

**Name and Signature of Tenderer
along with Seal**

Notes-

1. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
2. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
3. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
4. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
5. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

((Para 16.2.3 (d) of General Instructions)
(Explanation for clause 10 – eligibility criteria, of the GCC 2020)

DECLARATION BY AN EXISTING PARTNERSHIP FIRM/ LLP FIRM

(Mandatory if tenderer is an Existing Partnership Firm/ LLP Firm)

(Fill the relevant para (1.1, 1.2 & 1.3) and strike off the para which is not relevant under Partnership Firm)

1.0 I S/o Shri, the authorized signatory of Partnership Firm/ LLP Firm M/s do hereby solemnly affirm and declare as under :

1.1 That, we are an existing Partnership Firm/ LLP Firm in the name and style of
M/s....., since..... (MM/YY), having
GST Registration No....., PAN/TAN No..... There has been no change in the
Partner(s) of our firm during last 07 (seven) years ending last day of the month previous to the one
in which tender is invited.

OR

1.2 That, we are an existing Partnership Firm/ LLP Firm in the name and style of
M/s....., Since..... (MM/YY), having GST Registration
No....., PAN / TAN No. Following of our partner(s) has/have quit the
Partnership firm/ LLP Firm during last 07 (seven) years ending last day of the month previous to
the one in which tender is invited, with details as under :

S.No.	Name of quitting Partner(s)	Share of Partner(s) who has/have quitted.	Date of (MM/YY) quitting

AND / OR

1.3 That, we are an existing Partnership Firm/ LLP Firm in the name and style of
M/s....., since..... (MM/YY), having GST
Registration No....., PAN/TAN No..... Following partner(s) has/have joined
our Partnership Firm/ LLP Firm during last 07 (seven) years ending last day of the month
previous to the one in which tender is invited, with details as under :-

S.No.	Name of Joining Partner(s)	Share of joining Partner(s)	
		In the present firm	In the previous firm from where he/they has/have quit and joined the present firm

1.4 In case of Para 1.2 and 1.3, following documents as applicable are required to be submitted along with bid:-

- (1) Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I.
- (2) A copy of previous partnership Firm (Notarized or duly registered with the Registrar) (3) Affidavit as per proforma given of Annexure –IX for previous Propriety firm (duly executed on stamp paper and notarized).
- (4) Copy of previous LLP agreement and certificate of incorporation.
- (5) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm)
- (6) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, LLP firm or propriety firm)

Tender No.: AII/EN/MD-BWA/DW/2/21-22

- (7) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para 16.1 (c), (d), (f), (g), (k) above.

Declaration by the Tenderer :-

We/ I have read the content of this declaration & respective conditions of the GCC regarding assessment of the eligibility of our partnership firm/ LLP firm and have/ has enclosed all the required mandatory documents accordingly. We/I hereby declare that the information given above are true. If any of the above information is found to be wrong at any time, my tender will liable to be rejected.

Name and Signature of Tenderer
Alongwith
seal.

1. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
2. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
3. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
4. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
5. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
6. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
7. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

((Para 16.2.4 (e) of General Instructions)
(Explanation for clause 10 – eligibility criteria, of the GCC 2020)

DECLARATION REGARDING CONSTITUTION OF EXISTING/ NEW COMPANY

(Mandatory if tenderer is an Existing / New Company)

(Fill the relevant para (1.1, 1.2 & 1.3) and strike off the para which is not relevant under Partnership Firm)

1.0 I S/o Shri, the authorized signatory of the Company M/s do hereby solemnly affirm and declare as under :

1.1 That, we are an existing Company working in the name and style of MRegistration No....., PAN/TAN No..... There has been no change in the constitution of our Company during last 07 (seven) years ending last day of the month previous to the one in which tender is invited.

OR

1.2 That, we are an existing Company working in the name and style of Registration No....., PAN / TAN No. Following Company (ies) merged in the Company during last 07 (seven) years ending last day of the month previous to the one in which tender is invited, with details as under:

S.No.	Name of quitting Partner(s)	Share of Partner(s) who has/have quitted.	Date of (MM/YY) quitting

1.3 In case of Para 1.2, following documents as applicable are required to be submitted along with bid:-

- (1) Details of company getting merged as per annexure I
- (2) Copy of Memorandum of Association/ Articles of Association of the Company getting merged
- (3) Copy of certificate of incorporation of previous company getting Merged.
- (4) Resolution by the Board of Directors for the Merger of the company(s) with the tenderer
- (5) Proof of surrender of previous PAN no
- (6) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such Company(s) joining the new/ existing Company, as per para 16.1 (c), (d), (f), (g), (k) above.

Declaration by the Tenderer :-

We/ I have read the content of this declaration & respective conditions of the GCC regarding assessment of the eligibility of our partnership firm/ LLP firm and have/ has enclosed all the required mandatory documents accordingly. We/I hereby declare that the information given above are true. If any of the above information is found to be wrong at any time, my tender will liable to be rejected.

Name and Signature of Tenderer

alongwith seal.

Notes- In case company A is merged with company B, then company B would get the credentials of company A also.

CONTRACT AGREEMENT OF SECONDARY COMPONENT OF THE WORKS

CONTRACT AGREEMENT NO. -----DATED-----

ARTICLE OF AGREEMENT made on this day _____ in the year Two Thousand and between the(the tenderer), having its office at ----- submitting offer for the tender no.....for the work..... hereinafter called the 'Main Contractor' of the first and part and ----- Name of Sub Contractor ----- hereinafter called the 'Sub Contractor' of the second part having its office at ----- with GSTIN ----- First part, second part collectively hereinafter called the 'Parties'.

WHEREAS the contractor has agreed with the DFCCIL for performance of the works----- setforth in for the componentdetailed in schedulefor the total cost of Rs.....of the tender schedule of the tender no.....The Standard General Condition of Contract corrected up to latest correction slips and the Specifications of the -----DFCCIL corrected up to latest correction slips and the Specifications of the ----- DFCCIL, corrected up to latest correction slips and the Special Condition and Specifications, if any, and in conformity with the Drawings hereinto annexed and whereas the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to payments to be made by the DFCCIL, the Contractor will duly perform the said works in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the DFCCIL and will complete the same in accordance with the said specifications and said drawings and said conditions of contracts on or before the ----- day of -----20--- and will maintain the said work for a period of ----- calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions there is mentioned (which shall be deemed and taken to be part of this contract as if the same have been fully set forth herein) AND the DFCCIL both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the DFCCIL will pay or cause to be paid to the contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

All the communication in relation to the Contract Agreement would only be between Party hereto of first part and second part. No claim of Contractor, whatsoever on this account shall be entertained by the DFCCIL and this shall be deemed as 'excepted matter' (matter not arbitrable).The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the DFCCIL and shall not relieve the Contractor of any responsibility under the Contract. The Contractor shall indemnify DFCCIL against any claim of subcontractor. The Contractor shall endeavor to resolve all matters and payments amicably and speedily with the subcontractor

On receipt of approval from CPM/CGM, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.

In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor

Tender No.: AII/EN/MD-BWA/DW/2/21-22

The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract. Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of DFCCIL, with prior intimation to CPM/CGM.

For and on behalf of the Contractor

Name of Authorized Signatory

Witness of the Signature

1.

2.

Address :-----

Signature of Sub Contractor

Name of Authorized Signatory

Witnesses of the Signature

1.....

2.....

Address:.....

(Seal and signature of Notary Public)

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Agreement is being executed. The Power of Attorney shall duly registered with registrar or notarized.

((Para 5.1.1(i)& 16.1.(j)of General Instructions)
(Rly Bd'sL.No. 202/CE-I/CT/3E/GCC/Policy Dated 30.12.2020)

BID SECURITY DECLARATION
(Applicable in case..... of Para..... STD)

I/We..... (Name of bidder) am/are aware that I/we..... have been exempted from submission of Bid Security/ Earnest Money deposit in lieu of this Bid Security Declaration. I/we..... understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/ Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents,

I/ We.....i.e., the bidder shall be banned from submission of bids in any Works/ Service Tender issued by DFCCIL for a period of 12 months from the date of such banning done on e-platform IREPS.

If the bidder is banned for submission of bids on the date of closing of tender, such bid, even if received, shall be treated as invalid while evaluating the bids.

Signature of Tenderer/s

Note :- 1.0 The bid security/ Earnest Money for the tender is NIL .

2.0 This is submitted in lieu of Bid Security Deposit/ Earnest Money for the particular tender.

END OF DOCUMENT