



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA
LIMITED**

(A Government of India Enterprise under Ministry of Railways)

E-Tender Document

For

Name of Work: **Design, supply, erection, testing and commissioning of 132 KV, 3 phase Double circuit Transmission Line Crossing Modification work for DFC alignment at KM 548/8-10 in Sonenagar-ChirailaPauthu section in DDU unit of DFCCIL.**

Tender No:-DFCC/DDU/EL/132KV TRL- XING/03

(Participation through e-Tender only)

Visit:- www.tenderwizard.com/DFCCIL

Help: Please contact Tender wizard helpdesk at no. 011-49424365 or Mob-8090426426

June' 2020

Office: (Address and Phone)

**Dedicated Freight Corridor Corporation of India Ltd.
Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi
(Near Union Bank of India), Thana-Lanka, Varanasi - DDU,
Varanasi-221011, Contact No. 05422670222**

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PART – 1**SECTION-1****Dedicated Freight Corridor Corporation of India Limited****INVITATION FOR TENDER**

General Manager/Coordination/DDU for and behalf of DFCCIL invites Open E-tender on Two packet system on the prescribed forms for the under noted work. The key details of the tender are as under:

1	Open Tender Notice No.	DFCC/DDU/EL/132KV TRL- XING/03
a)	Name of Work	Design, supply, erection, testing and commissioning of 132 KV, 3 phase Double circuit Transmission Line Crossing Modification work for DFC alignment at KM 548/8-10 in Sonenagar-ChirailaPauthu section in DDU unit of DFCCIL.
b)	Tender Value (Rs.)	Rs.1,81,78,219/-
c)	Earnest Money (Rs.)	Rs. 3,63,600/-
d)	Period of completion	04 months
e)	Cost of Tender Documents for each tender	Rs.5,000/- + GST@18%
f)	Tender Processing fee	Rs.7,500/- + GST@18% To be submitted to M/s ITI Ltd through E-payment.
g)	Performance Guarantee	Performance Guarantee (PG) have to be submitted within 15(Fifteen) days from the date of issue of Letter Of Acceptance (LOA), amounting to 5% of the contract value in the form as give in clause 16.4 of GCC
h)	Security Deposit	5% of Contract value as given in GCC
i)	Validity of offer	90 days
j)	Address of Communication	General Manager/CO, DFCCIL Manas Nagar Railway Colony, Pt Deen Dayal Upadhyay Nagar (Mughalsarai) Chandauli -232101, Uttar Pradesh, India Acting through: Ramesh Maurya, IRSEE Mobile +91 7897003135 Email: cpmmgs@gmail.com
k)	Date & Time schedule	
	Date & Time of start & submission of filled tender document	E-Tender can be downloaded from 11.00 of 25.06.2020 from www.dfccil.com or www.eprocure.gov.in & www.tenderwizard.com/DFCCIL and can be submitted up to 15.00 hrs of 10.07.2020 on www.tenderwizard.com/DFCCIL
	Date & Time of opening of Tender	At 15.30 hrs on 10.07.2020 at General Manager/CO/DDU , DFCCIL Office .
l)	E-Tendering Website address as Help desk No.	www.tenderwizard.com/DFCCIL helpdesk no. 011-49424365 or Mob. 8090426426

(Ajit Kumar Mishra)
General Manager/Co
DFCCIL/DDU

2.0 General

- 2.1 No request for extension of the Tender due Date shall be considered.
- 2.2 The offer shall be valid for 90 days from the date of opening of the tender, and extended further if required from time to time. The Contractor cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Earnest Money Deposit (Tender Security.)
- 2.4 Notice Inviting Tender (NIT), Tender Document and corrigendum/Addendum if any, will be posted on the E-Tendering website www.tenderwizard.com/DFCCIL. Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submission offer, will not be accepted.

SECTION-2**(i) Format for Covering letter of Tender.**

(On Letter Head of Firm/Company)

To,

.....

.....

.....

(Tender issuing authority)

Sub.: Design, supply, erection, testing and commissioning of 132 KV, 3 phase Double Circuit Transmission Line Crossing Modification work for DFC alignment at KM 548/8-10 in Sonenagar-ChirailaPauthu section in DDU unit of DFCCIL.

Ref. Tender No. DFCC/DDU/EL/132KV TRL- XING/03

1. I/We have read the various terms and conditions of tender attached hereto and hereby agree to adhere by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and if I/We default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms and Conditions of the Contract and to Carry out the work according to the Scope of Work and Terms and Conditions of Contract as laid down by the DFCCIL Administration for the execution of present contract.
- 2 A sum of Rs. is being deposited as Earnest Money in accepted form as mention in Para 18.0, Section – 3 of the bid document. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
 - i) I/We do not execute the Contract Agreement within 30 (thirty) days from the date of issue of Letter of Acceptance; or
 - ii) I/We do not submit a Performance Security in the form of Bank Guarantee equal to the requisite value (equal to 5% of contract value) as per the Form No. 5 of Tender Document, within 15 days if issue of Letter of Acceptance; or

- iii) I/We do not commence the work within 7 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance; or
- iv) I/We withdraw the offer during the period of validity extended validity; or
- v) When any of the information furnished by the tenderer not found true.

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

(Signature of Bidder)

Signature of witness

(Name & Address of Witness)

Check List for Documents to be Submitted

S.No	Documents to be Attached	Tick Yes/No
1.	The Covering Letter as per format given in the Section 2.	
2.	Power of Attorney of the person signing the tender documents in Original if specific to this work or Attested Copy of the General Power of Attorney of the Company in favour of the person signing the tender	
3.	Certified Copy of GST No. Pan Card & Aadhar Card.	
4.	Certified Copy of Registration of Company/Firm/Agency, Partnership Deed/Memorandum and Articles of Association of the Company/ Firm/Agency.	
5.	Certified Copy of Constitution of the Company/Firm/Agency.	
6.	Complete Tender Document including Corrigendum/Addendums Signed by the Bidder.	
7.	Affidavit in Form-8	

Important Notes:

Documents No. 1 to 7, should be scanned and uploaded along with offer as attachment at website www.tenderwizard.com/DFCCIL.

Section -3**INSTRUCTIONS TO BIDDERS****1.0** The salient of the contract are as follows:

i.	Tender No.	DFCC/DDU/EL/132KV TRL- XING/03
ii.	Name of Work	Design, supply, erection, testing and commissioning of 132 KV, 3 phase Double circuit Transmission Line Crossing Modification work for DFC alignment at KM 548/8-10 in Sonenagar-ChirailaPauthu section in DDU unit of DFCCIL.
iii.	Duration of Contract	04 Months from the date as Specified in the letter of Acceptance.
iv.	Contract value	Rs.1,81,78,219/- (Rupees One Crore Eighty One Lakh Seventy Eight Thousand Two Hundred Nineteen only) Excluding GST.
v.	Earnest Money	Rs. 3,63,600/- (Rs.Three Lakh Sixty Three Thousand Six Hundred only). Tenders received without earnest money shall be summarily rejected.
vi.	Performance Security	5% of Total Contract Value in the form of Bank Guarantee to be submitted within 15 days from the date of Issue of Letter of Acceptance (LOA)
vii.	Security deposit/Retention money	Overall Security Deposit is 5% of Contract Value. EMD of Rs. 3,63,600/- (Rs. Three Lakh Sixty Three Thousand Six Hundred only) to be adjusted against the Security Deposit. Balance to be deducted @ 10% from each of the running bills till realization of the full amount.

2.0 Submission of E-Tender:-**2.1** Tender Document Obtaining Process

The bidder who wish to view free notification and tender documents can visit DFCCIL's website www.dfccil.gov.in OR www.tenderwizard.com/DFCCIL OR Central Procurement Portal www.eprocure.gov.in.

Interested bidders who wish to participate should visit website www.tenderwizard.com/DFCCIL, which is the only website for bidding their offer. Further the procedure is as follows:

- Register yourself with M/s. Indian Telephone Industries (ITI) for obtaining Login ID and Password (after paying necessary charges). This is one-time annual payment and applicable for bidding other tenders also.
- Obtain Class-III Digital Signature Certificate from ITI or any other digital signature issuing authority. In case bidder wishes to obtain the digital signature certificate from ITI, they may contact helpdesk numbers 01149424365 or 8090426426.

- Using the login ID, password and digital signature enter the tender portal to purchase the tender document.
- The tender document charge has to be paid either through DD/Bankers Cheque drawn in favour of Dedicated Freight Corridor Corporation of India Limited payable at Varanasi or by online payment through NEFT/RTGS as per the details provided in relevant para.
- Payment of processing fees through e-payment. This payment can be done only through –payment gateway of ITI at the time of request.
- After the payment of E-Tender processing fee and Tender Document cost the bidder can download the financial bid' (Microsoft Excel file ' Financial.bid.xls') by clicking the link "show Form".
- Bank Account details for online payment of EMD & Tender Form Fee through NEFT/RTGS:-
Union Bank of India A/c No.- 356101010200796, IFSC CODE- UBIN0546836

2.2 Submission of Offer

Before quoting the rate and uploading the Financial Bid' in given format Bidders are advised to upload scanned copies of the following supporting document in 'document library', The list is indicative and not extensive.

- i. Payment document of 'Tender Document Charge' (Statutory document.)
- ii. EMD Document confirming to Para 18.0
- iii. Supporting Documents for Eligibility Criteria as per Para12.0
- iv. GST Registration Certificate if applicable.
- v. Partnership deed, Memorandum and Articles of Association of the firm or company, if applicable.
- vi. Any other supporting document as required.

- After uploading above documents, bidder should quote their rates in the downloaded 'Financial Bid' file and save the file. After saving, the bidder can upload the filled file. The name of the downloaded 'Financial Bid' ('Financialbid.xls') file should not be changed.

- In case of offline mode, the Bidder should submit the original EMD & tender Document fees in General Manager/DDU's Office at Varanasi on/or before closing time and date of tender. On failure of the same, the offer of the bidder is liable to be rejected. The payment for EMD & Tender form fees can also be made by online payment through NEFT/RTGS

3.0 The Tenderers shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting. Should the Contractor have any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or require clarification, he shall at once contact the authority inviting the tender for clarification at least ten days before the due date of submission of the tender.

- 4.0** Bid Document shall be accompanied by all the documents required to be submitted as specified in the Tender Document along with all addendums and Corrigendum.
- 5.0** All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- 6.0** After award of contract to the successful Contractor, if it is observed there is any discrepancy or, ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.
- 7.0** For the same Item featuring at more than one place in different sections, the order of priority shall be as follows:
- (i) Financial Bid.
 - (ii) Notice Inviting Tender.
 - (iii) Instructions to Bidders.
 - (iv) Scope of Work.
 - (v) Special Conditions of Contract.
 - (vi) General Conditions of Contract.

For example, if any Item is found common in Special Conditions of Contract and General Conditions of Contract then the provision given in Special Conditions of Contract will prevail over General Condition of Contract for the same Item.

- 8.0** Contractor must fill up all the schedules and furnish all the required information on e-mode as per the instructions given in various sections of the Tender Document.
- 9.0** Submission of tender by a tenderer implies that he had read all the tender documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work,
- 10.0** DFCCIL reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the Tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.
- 11.0** Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Earnest Money Deposit (EMD) of such tenderer shall be forfeited. The decision of the DFCCIL in this regard shall be final and binding.

12.0 The evaluation of tenders will be made on the basis of fulfillment of Eligibility Criteria mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the Contractor.

13.0 Modification/Substitution/Withdrawal of Bid:

- i) Once bid is submitted, the tenderer will not be allowed to withdraw the offer.
- ii) The tenderer can however modify their bid till closing time of tender. In case of revising the bid, the revised bid will supersede earlier bids and the latest bid will be considered for evaluation.

14.0 Opening and Evaluation of Bid:

- (i) E-Tender shall be opened Online at the address given below at the time and date as specified in Section-I (Notice Inviting Tender) in the presence of Tenderers or their authorized representatives, if they choose to attend the Online Tender Opening.
- (ii) Address: Online Opening of Tender
Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi
(Near Union Bank of India), Thana-Lanka, Varanasi – DDU, Varanasi-221011
- (iii) For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital signatory are not same, the Bid shall be considered Non-Responsive.
- (iv) The Authority shall Open Bid Documents received in electronic form online at 15:30 hours. on 10/07/2020.

15.0 Deadline for Submission of Tender:

Tenderer must ensure the complete the tender submission process in time as www.tenderwizard.com/DFCCIL will stop accepting any Online Tender after Tender Closing due Date & Time (15.00 Hrs. of 10/07/2020)

16.0 Contractor may visit the site on any working day to assess to Scope of Work before submitting their offer.

17.0 Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the DFCCIL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

18.0 Earnest Money Deposit (Tender Security):

- a) The tender must be accompanied by Earnest Money of Rs. 3,63,600/- (Rs. Three Lakh Sixty Three Thousand Six Hundred only) in favor of “DFCCIL” payable at Varanasi

deposited in any of the forms as mentioned below, failing which the tender will not be considered.

- b) The earnest money shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in this tender i.e. 90 days from the date of opening of tender. If the validity of the offer is extended, the validity of earnest money should also be extended failing which the offer after the expiry of the aforesaid period may not be considered by the DFCCIL.
- c) For offline payment The Earnest money should be in any of the following forms : Banker's cheque / Demand Draft/ FDR from Nationalized/ Indian Scheduled Commercial Bank.
- d) It shall be understood that the tender documents have been sold/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 resale from his offer or modify the terms and conditions, thereof in a manner not acceptable to the Employer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.
- e) The Earnest money of the unsuccessful tenderer(s) will be returned to the unsuccessful tenderer(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession nor be liable to pay interest thereon.
- (f) Dedicated Freight Corridor Corporation of India Limited (DFCCIL) reserves the right of forfeiture of Earnest Money Deposit (EMD) in case of Successful Tenderer if:
 - i) Does not execute the Contract Agreement within 30 (thirty) days from the date of Issue of Letter of Acceptance; or
 - ii) Does not submit Performance Security in the form of Bank Guarantee of the requisite value (equal to 5% of contract value) as per Form No. 5 of Tender Document, within 15 days of issue of Letter of Acceptance; or
 - iii) Does not commence the work within 7 days after receipt of Letter of Acceptance or Date as specified in the letter of Acceptance.
 - iv) Withdraws the offer during the period of validity/extended validity.
 - v) When any of the information furnished by the tenderer not found true.
- g) The forfeiture of Earnest money Deposit (EMD) shall be also applicable if work is terminated at any stage as per terms and conditions of the contract.

NOTE: No interest shall be paid by DFCCIL on Earnest money amount.

Section -4

PREAMBLE AND SCOPE OF WORKS

On behalf of President of India, General Manager/Co-ordination/DDU, (Swarna Complex, 2nd Floor, Susuwahi, Post – Susuwahi, Near Union Bank of India, Thana – Lanka, Varanasi-221011) herein after referred to as 'DFCCIL' invites E- tenders in the prescribed form for the following work: Design, supply, erection, testing and commissioning of 132 KV, 3 phase Double circuit Transmission Line Crossing Modification work for DFC alignment at KM 548/8-10 in Sonenagar-ChirailaPauthu section in DDU unit of DFCCIL.

1.0 Scope of work is as per the requirements given in the bid document but not limited to:

- (a) Detail/Check survey and Preparation of profile
- (b) Design of tower/foundations, if required.
- (c) Execution of Foundations
- (d) Supply of materials as per approved scheme of works
- (e) Tower erection and stringing
- (f) Testing and commissioning
- (g) Dismantling and handing over the material to BSPTCL/Railways.
- (h) Other miscellaneous works.

2.0 Cost of the work: The estimated cost of the tendered work is approximately **Rs.1,81,78,219/-only.**

3.0 The tenderer shall be governed by General Conditions of Contract(GCC), preamble and general instructions to tenderers and Special Conditions of Contract(SCC). Wherever there is conflict in any condition between GCC and Special condition of contract mentioned in tender documents, the condition mentioned in Special Condition will prevail. However, Employers decision in this connection shall be final and binding.

4.0 Location: Works is to be executed in the jurisdiction of GM/Co-ordination/DFCCIL,DDU at DFC CH: 2000 in Sonnagar – ChirailaPauthu section of Indian Railway.

5.0 Language of Bid: The Bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the DFCCIL shall be written in English.

6.0 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 quoted rates by tenderer in tender forms are adequate and covers all Charges, Duties & Levies etc. excluding GST in terms of General/Special Conditions of Contract for the completion of works to the entire satisfaction of the DFCCIL/BSPTCL .The bidder must own all responsibilities and bear all cost for information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations and liabilities given in tender document.

7.0 All communication between the Employer and the tendered shall be in writing. For the purpose of seeking clarifications, the Employer's address is:

Dedicated Freight Corridor Corporation of India Limited
Attention: Mr. Ramesh Maurya
General Manager (Electrical)
2nd Floor, Swarna Complex, Susuwahi Market,
Near Union Bank of India, Varanasi-221011, INDIA
Telephone: 07897003135, Fax number: +91-05422670222
Electronic mail address: cpmmsg@gmail.com, rmaurya@dfcc.co.in

8.0 Constitution of the Firm:

- (i) The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a Partnership Firm. If the tender is submitted on behalf of a partnership firm he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender document on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing tender documents. The DFCCIL will not be bound by any power of attorney granted by the tenderer/s or by changes in the composition of the firm made subsequent to the execution of the contract. The DFCCIL may, however, recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the contractor.
- (ii) The tenderer whether sole proprietor, or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favor of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, 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.
- (iii) Partnership Firm: In case the tenderer/s is a partnership firm, the work experience, turnover etc. shall be in the name of partnership firm only.
- (iv) Participation through Joint Venture(JV) is not allowed.

9.0 Execution of Contract Agreement:

The successful tenderer, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the DFCCIL through a Letter of Acceptance (LOA). Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between DFCCIL and the contractor till such time the contract agreement is signed.

The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/CO/DDU, DFCCIL, Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi (near Union Bank of India), Thana-Lanka, Varanasi -221011, Uttar Pradesh, India or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within 30days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the Earnest Money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tenderer whose tender is accepted refuses to execute the contract agreement as here in before provided, DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the Earnest Money.

10.0 Tenderer's Address:

The tenderer should state in the tender his postal address legibly and clearly. Any communication sent in time, to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time. Important documents should be sent by registered post.

11.0 Right of DFCCIL to Deal with Tenders:

- (a) The DFCCIL reserves the right of not to invite tenders for any of DFCCIL work or works or to invite open/limited/single tenders and when tenders are called to accept a tender in whole or in part or to reject any tender or all tenders without assigning reasons for any such action.
- (b) The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the DFCCIL undertake to assign reasons for declining to consider or reject any particular tender or tenders.

12.0(i) Eligibility Criteria:

(A) Technical Eligibility Criteria

Criteria	Compliance Requirement		Documents
Requirement	Single Entity	Partnership firm	Submission Requirements
<p>1. The bidder must have successfully/ satisfactorily completed at least one similar* single work for minimum value of 35% of the advertised cost of work in the last three previous financial year and current financial year up to the date of submission of tender.</p> <p>* The meaning of “similar work” for this work is “ Completion of work of construction of transmission line of voltage 132 KV or above.”</p> <p style="text-align: center;">OR</p> <p>2. The bidder must have satisfactorily completed following works of shifting of tower and diversion of transmission line of voltage 132 KV or above in current and last three financial year:-</p> <p>a) The Bidders shall have completed physical construction of Transmission line project(s) involving Tower Foundation, Erection & Stringing work of minimum 4Kms of 132 kV or higher voltage class transmission line.</p> <p style="text-align: center;">AND</p> <p>b) The Bidders shall have completed stringing work of not less than 4Km with HTLS Conductor of 132 kV or higher voltage class transmission line.</p>	Must meet requirement	Partnership firm – Must meet requirement.	The tenderer shall submit the completion certificates / certified completion certificates from the client(s) and or photostat of original certificates of client.

Note :

- 1) The certificate of all Technical and specific experience mentioned above should be issued by the Client/Principal Contractor.
- 2) The works under 2(a) & 2 (b) can be against one single contract or against different contract.
- 3) For item 2(a) and 2(b), the completion of above items and not necessarily the entire contract , is essential.

(B) Financial Eligibility Criteria

Criteria	Compliance Requirement		Documents
Requirement	Single Entity	Partnership firm	Submission Requirements
The tenderer /Partnership firm should have received total payment against satisfactory execution of all completed / ongoing works of all types (not confined to only similar works) during preceding three financial years i.e. current financial year and three previous financial years (with deadline of submission of tender) of a value not less than 150% of the advertised cost of work.	Must meet requirement	Partnership firm – Must meet requirement.	TDS certificates / Audited balance sheets and/or Photostate of TDS certificates / Audited Balance sheets clearly indicating the contractual amount received.

12.0 (ii) Credentials of Tenderer:

The tenderer shall provide satisfactory evidence acceptable to DFCCIL to show that:

- (a) For Technical eligibility criteria, the details will be submitted in Form 2A (Part -1 & 2). Supporting documents shall also be submitted.
- (b) For Financial eligibility criteria, the details will be submitted in Form 2B. Supporting documents shall also be submitted.
- (c) The tenderer should submit attested copies of the certificates obtained from the agencies wherever the works have been completed successfully. These certificates should indicate the details of works carried out and successful commissioning of similar type of work executed by the tenderer.
- (d) Certificate from Private Individuals for whom such work is executed /being executed , shall not be accepted. Certificate from Client/Principal Contractor for whom such work is executed/being executed shall be accepted if accompanied by Work Order and TDS Certificate.

The following will be applicable for evaluating the eligibility:

- (i) Similar nature of work physically completed within the qualifying period, i.e. last three financial year and current financial year (even though the work might have commenced before the qualifying period) shall only be considered in evaluating the eligibility criteria:
- (ii) The total value of similar nature of work completed during the qualifying period and not the payment received within qualifying period alone should be considered. 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 deductions 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 deductions is to be considered. 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 shall be considered for judging eligibility.
- iii) As a proof of sufficient financial capacity and organizational resources, contractor should have received total payments against satisfactory execution of all completed /on-going works of all types (not confined to only similar works) during the last three financial years and in the current financial year (up to the date of submission of the tender) of a value not less than 150% of advertised cost.
- iv) Tenderer shall submit a statement of contractual payments received during last three financial years and current financial year on the prescribed Performa as per Form-2B. The details shall be based on the Form 16-A issued by the employer i.e. the certificate of deduction of tax at source as per Income Tax Act 1961. The photocopies of Form 16-A shall be enclosed duly attested by Notary Public with seal and Notarial Stamp thereon or a certificate from auditor or audited balance sheet certified by Chartered Accountant clearly indicating the contractual amount received duly attested by Notary Public with seal and Notarial Stamp thereon.
- v) The tenderer shall be considered disqualified/in-eligible if
 - (a) The Tenderer or any of its partners and/or subcontractors included in the tender has been banned for business with Ministry of Railways/DFCCIL along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Web site (<http://www.indianrailways.gov.in/railwayboard>) of Railway Board pertaining to Banning of Business, with the Banning being valid as on the date of submission the Tender.
 - (b) The Tenderer or any of its partners has suffered bankruptcy/insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of Application.

12.0(iii) System of Verification of Tenderer's Credential:

For the works tenders, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support

of certificates submitted by the tenderer, shall be self-attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self –attestation shall include signature, stamp and date (on each page).

The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form No. -8. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

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. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of the railway thereunder.

In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire DFCCIL for 5(five) years.

13.0 Period of Completion:

The entire work is required to be completed in all respects within **04 Months (FourMonths)** from the date of issue of the acceptance letter. Time is the essence of contract. The contractor will be required to maintain steady and regular progress to the satisfaction of the Employer to ensure that the work will be completed in all respects within the stipulated time.

14.0 If the Tenderer/s deliberately gives any wrong information about credentials/documents in his/their tenders and thereby create(s) circumstances for acceptance of his/their tender, DFCCIL reserves the right to reject such tender at any stage, besides, shall suspend the business. The EMD of such tenderers shall also be forfeited.

15.0 Schedule of Prices:

Schedule-1A and Schedule-1B, of the tender document lists out the Schedule of Prices for various items. Based on these, the total contract value has also been worked out in schedule-1.

16.0 Performance Guarantee shall be required from successful bidders as per Para 13.0 of Special Conditions of Contract(SCC).

17.0 Provision for medium & small enterprises (MSE):

As mandated by Railway Board Letter No. 2010/RS (G)/363/1 dated 05.07.2012 (RBS No. 4/2012), in compliance to public procurement policy, following provisions are included for Medium & Small Enterprises (MSE) in the tender document:

1. Tender sets shall be provided free of cost to MSEs registered with the listed agencies for the item tendered.
2. MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money.
3. (I) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:

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

(II) The MSEs must also indicate the terminal validity date of their registration.

Falling (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

4. Definition of MSEs owned by SC/ST is as give below:
 - (i) In case of proprietary MSE, proprietors (s) shall be SC/ST.
 - (ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - (iii) In case of Private Limited Companies at least 51% share shall be held by SC/ST promoters.
5. All bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/tender process or other tender requirements and L-1 price.

6. The above facilities shall not be applicable for the items for which they are not registered.
7. The tenderer (s) shall submit photocopy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSMEs shall also submit a copy of “Entrepreneur’s Memorandum (Part-II)” of the concerned district Centre where the unit is established.
8. Registration of Udyog Aadhar Memorandum (UAM): All Micro, Small and Medium Enterprises (MSMEs) bidders are required to declare UAM Number on CPPP failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for tenders invited electronically through CPPP.

PART - 2**Section - 5****GENERAL CONDITIONS OF CONTRACT (GCC)****DEFINITIONS AND INTERPRETATION**

1. (1) Definition:- In these General conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:-
- (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway / DFCCIL or of the Successor Railway/DFCCIL authorized to deal with any matter which these presents are concerned on his behalf.
 - (b) "General Manager of Railway " shall mean the officer - in-charge of the General Superintendence and Control of the Railway and shall mean and include their successors, of the successor Railway and shall also include Managing Director/ Director of DFCCIL;
 - (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 GGM/GM/CPM of DFCCIL.
 - (d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall also mean any officer nominated by "Railway" and shall mean and include their successors of the successor Railway.
 - (e) "Engineer" and Employer's Engineer shall mean the General Manager of DFCCIL / PMC appointed by DFCCIL.
 - (f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer, APM / DPM /Dy. CPM / GM 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 PMC appointed by Railway/DFCCIL.

- (g) “Contractor” shall mean the person / Firm / Company / JV whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns.
- (h) “Contractor’s authorised engineer” shall mean a graduate engineer having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (i) “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.
- (j) “Works” shall mean the works to be executed in accordance with the contract.
- (k) “Specifications” shall mean the Specifications for materials and works referred / mentioned in tender documents.
- (l) “Schedule of rates of Railway” shall mean the schedule of rates issued under the authority of the Chief Engineer from time to time and shall also includes Rates specified in tender document.
- (m) “Drawing” shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (n) “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.
- (o) “Temporary Works” shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (p) “Site” shall mean the land 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/DFCCIL for the purpose of the Contract.

1. (2) Singular and Plural:- Words importing the singular number shall also include the plural and vice versa where the context requires.
- 1.(3) Headings & marginal headings:- The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

GENERAL OBLIGATION

- 2.(1) Execution Co-relation and intent of contract Documents:-The contract documents shall be signed in duplicate by the DFCCIL and the Contractor. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the DFCCIL to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.
- 2.(2) If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project Authority/DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect all respects as if the Contractor and the Successor Railway/Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.
- 2.(3) If for administrative or other reasons the contract is transferred to the Successor Railway/Successor Project Authority of DFCCIL the contract shall notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway /Project Authority/ DFCCIL in the same manner and take effect in all respect as if the Contractor and the Successor Railway/ successor Project Authority of DFCCIL had been parties thereto from the date of this contract. The contract shall be Administered/Managed by GGM/GM/CPM/nominated by DFCCIL.
- 3.(1) Law governing the contract:-The contract shall be governed by the law for the time being in force in the Republic of India.
- 3.(2) Compliance to regulations and bye-laws:-The contractor shall conform to the provision of any statute relating to the works and regulations and by-laws of any location authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the

drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reasons for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect hereof.

4. Communications to be in writing:- All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's representative or the contractor inters concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.
2. Service of Notices on Contractors:-The contractor shall furnish to the Engineer the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.
6. Occupation and use of land:- No land belonging to or in the possession of the Railway / DFCCIL shall be occupied by the Contractor without the permission of the Railway / DFCCIL. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing the works. Whenever non-railway bodies / persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
7. Assignment or subletting of contract:- The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the DFCCIL. Any breach of this condition shall entitle the DFCCIL to rescind the contract under clause 62 of these conditions and also render the contractor liable for payment to the DFCCIL in respect of any loss or damage arising or ensuing from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be subletting under this clause. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and the DFCCIL and shall not relieve the contractor of any responsibility under the contract.
8. Assistance by the DFCCIL for the Stores to be obtained by the Contractor:- Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the

DFCCIL may have agreed without any liability therefore to endeavor to obtain or assist the contractor in obtaining the required quantities of such materials as may be specified in the tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the contractor shall not be deemed absolved of his own responsibility and shall keep in touch with day to day positions regarding their availability and accordingly adjust progress of works including employment of labour and the DFCCIL shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or no supply.

9. Deleted

10. Carriage of materials:- No forwarding orders shall be issued by the DFCCIL for the conveyance of contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.

11. Deleted

12. Representation on Works:-The contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.

13. Relics and Treasures:-All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the DFCCIL and the Contractor shall duly preserve the same to the satisfaction of the DFCCIL and shall from time to time deliver the same to such person or persons as the DFCCIL may appoint to receive the same.

14. Excavated material:-The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the DFCCIL provided that the contractor may, with

the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

15. Indemnity by Contractors:- The contractor shall indemnify and save harmless the Railway/DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways /DFCCIL by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- 16.(1) Security Deposit:- The Earnest Money deposited by the contractor with this tender will be retained by the Railways / DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 16.(2) Recovery of Security Deposit: - Unless otherwise specified in the special conditions, if any, the Security Deposit / rate of recovery / mode of recovery shall be as under:
 1. Security Deposit for each work should be 5% of the contract value.
 2. The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
 3. Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit. Security deposit shall be returned to the contractor after the expiry of the Defect Liability Period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this competent authority is of the rank lower than JA grade / GM, DFCCIL, then JA grade officer / GM, DFCCIL (Concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways / DFCCIL against the contract concerned.

Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

Note:

1. After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR / irrevocable Bank Guarantee for equivalent amount to be submitted by him.
 2. In case of contracts of value Rs.50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.
- 16.(3) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the contractor under the contract, but Government Securities deposited in terms of Sub-clause (1) of this clause will be payable with interest accrued thereon.
- 16.(4) Performance Guarantee (P.G.)

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 15 (fifteen) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 15 days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- (b) The successful bidder shall submit the performance Guarantee in any of the following forms amounting to 5% of the contract value:
 - (i) A deposit of Cash
 - (ii) Irrevocable Bank Guarantee
 - (iii) Government Securities including State Loan Bonds at 5 percent below the market value
 - (iv) Deposit receipts, pay orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - (vi) A Deposit in the Post Office Saving Bank;
 - (vii) A deposit in the National Savings Certificates.

- (viii) Twelve years National Defence Certificates;
- (ix) Ten years Defence Deposits;
- (x) National Defence Bonds; and
- (xi) Unit Trust Certificates at 5 per cent below market value or at the face value whichever is less.

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

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

- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the contractor to pay President of India / DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of the notice to the effect by Engineer.
 - (iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.
17. Force Majeure Clause:- If at any time, during the continuance of this contract, the Performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or act of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.
- 17- A Extension of time in Contracts:-Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:-
- (i) Extension due to modification:- If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered

necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.

- (ii) Extension for delay not due to DFCCIL or Contractor:-If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of DFCCIL's employees or by other contractor employed by the DFCCIL under sub-clause (4) of clause 20 of these conditions or in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reasons of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the DFCCIL for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby.

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

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

- 17-B Extension of time for delay due to contractor:-The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed 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, the DFCCIL may, if satisfied that the works can be completed by the

contractor within reasonable short time thereafter, allow the contractor for further extension of (Performa at Form No. 14) time as the Engineer may decide. On such extension the DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to $\frac{1}{2}$ of 1% of the contract value of the works for each week or part of the week.

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

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

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

- 18.(1) Illegal Gratification:- Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the DFCCIL, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the DFCCIL shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the DFCCIL and to the payment of any loss or damage resulting from such decision and the DFCCIL shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the DFCCIL.
- 18.(2) The contractor shall not lend or borrow from or have or enter into any monetary dealings and transactions either directly or indirectly with any employee of the DFCCIL and if he shall do so, the DFCCIL shall be entitled forthwith to rescind the contract and all other contracts with the DFCCIL. Any question or dispute as to the commission or

any such offence or compensation payable to the DFCCIL under this clause shall be settled by the General Manager/CPM of the DFCCIL, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

EXECUTION OF WORKS

- 19.(1) Contractor's understanding:- It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- 19.(2) Commencement of works:-The contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.
- 19.(3) Accepted Programme of work:- The contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors) plant and machinery, that he intends to utilize (from time to time) for execution of the Work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.
- 19.(4) Setting out of works:- The contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and shall check these at frequent intervals. The contractor provide all facilities like labour and instruments and shall co-operate with the Engineer's representative to check all alignment, grades, levels and dimensions. If, at any time, during the progress of the

works any error shall appear or arise in any part of the work, the contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work. The contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

- 20.(1) Compliance to Engineer's instructions:-The Engineer shall direct the order in which the several parts of the works shall be executed and the contractor shall execute without delay all orders given by the Engineer from time to time but the contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
- 20.(2) Alterations to be authorized:-No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer, and the contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.
- 20.(3) Extra works:- Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or contractors or by other means at the option of the DFCCIL.
- 20.(4) Separate contracts in connection with works:- The DFCCIL shall have the right to let other contracts in connection with the works. The contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the contractors work depends for proper execution or result upon the work of another contractor(s), the contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.
21. Instruction of Engineer's Representative:- Any instructions or approval given by the Engineer's representative to contractor in connection with the works shall bind the contractor as though it had been given by the Engineer provided always as follows:
- a. Failure of the Engineer's representative to disapprove any work or materials shall not prejudice, the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.

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

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

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

26.3 In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.

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

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

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

26A.3 Deleted

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

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

- (a) the removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) the substitution of proper and suitable materials, and
- (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefore, of any work which in respect of materials or workmanship; is not in his opinion in accordance with the specifications and in case of

default on the part of the contractor in carrying out such order the DFCCIL shall be entitled to rescind the contract under clause 62 of these conditions.

- 28.** Facilities for inspection:- The contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.
- 29.** Examination of work before covering up:- The contractor shall give 7 days' notice to the Engineer or the Engineer's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.
- 30.** Temporary Works:- All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the Railway / DFCCIL land for labour engaged by him for the execution of works, the contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the contractor's labour refuse to vacate, and have to be rejected by the Railway / DFCCIL necessary expenses incurred by the Railway / DFCCIL in connection therewith shall be borne by the contractor.
- 31.(1)** Contractor to supply water for works:- Unless otherwise provided in the contract, the contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.
- 31.(2)** Deleted
- 31.(3)** Deleted

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

31.(4)(b) Deleted

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

33.(1) Tools, Plant and Materials Supplied by DFCCIL:- The Contractor shall take all reasonable care of all tools, plant and materials or other property whether or a like description or not belonging to the DFCCIL and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted subcontractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

33(2) Deleted

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

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

deduction from any sums which may become due to him in terms of contract, or otherwise according to law.

- 34.(3) Provision of access to premises:- During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible
- 34.(4) Safety of Public:- The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or DFCCIL/Railway property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.
35. Deleted.
- 36.(1) Suspension of works:- The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:-
- (a) Provided for in the contract, or
 - (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and/or
 - (c) Necessary for the safety of the works or any part thereof.
- 36.(2) The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspensions exceeds 14 days, the contractor shall be entitled to such extension of time for completion of the work as the Engineers may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.
- 36.(3) Suspension lasting more than 3 months:- If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof

in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the DFCCIL.

37. Rates for items of works:- The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of the contract and the specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight, of materials, stores, patterns, profiles, moulds, fittings, centring, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the DFCCIL, the erection, maintenance and removal of all temporary works and, buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the DFCCIL, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specifications.
38. Deleted
- 39.(1) Rates for extra items of works:- Any type of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted schedules of rates shall be executed at the rates set forth in the "Schedule of Rates of Railway" modified by the tender percentage and such items are not contained in the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted schedule of rates does not include rate or rates for the extra work involved.

The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the DFCCIL shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

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

VARIATIONS IN EXTENT OF CONTRACT

41. Modification to contract to be in writing:- In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the DFCCIL and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the DFCCIL unless and until the same is incorporated in a formal instrument and signed by the Contractor, and till then the DFCCIL shall have the right repudiate such arrangements.
- 42.(1) Powers of modification to contract:- The Engineer on behalf of the DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- 42.(2) (i) Unless otherwise specified in the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.
- (ii) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (iii) In case of foundation work, Proto Assembly and Type testing no variation limit shall apply and the work shall be carried out by the contractor on agreed rated irrespective of any variation.
- 42.(3) Valuation of variations:- The enlargements, extensions, diminution, reduction, alterations or additions referred to in sub-clause (2) of this clause shall in no degree affect the validity of the contract but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items / quantities of

work falling outside the purview of the provisions of sub-clause (2) above shall be paid for at the rates determined under clause-39 of these conditions.

42.(4) Variations In Quantities During Execution Of Works Contracts :- The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

(a) Operation of an item by more than 125% of the agreement quantity needs the approval of DFCCIL;

- (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

(b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

(c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with approval of DFCCIL.

3. In cases where decrease is involved during execution of contract:

- (a) The contract signing authority can decrease the items upto 25% of individual item.
- (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of competent authority, after obtaining 'No

Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

- (c) It should be certified that the work proposed to be reduced will not be required in the same work.
4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
 5. No such quantity variation limit shall apply for foundation items.
 6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
 7. - Deleted –
 8. - Deleted -
 9. - Deleted -
 10. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per schedule of power of DFCCIL as per single tender should be obtained.

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

CLAIMS

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

in such form as shall be required by the DFCCIL after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by “No Claim” Certificate or demanding a clearance to arbitration in respect thereof.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

44. Quantities in schedule annexed to Contract:-The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.
- 45.(i) Measurement of works by Railways /DFCCIL :- The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39 of these conditions on the measurements taken by the Engineer or the Engineer’s representative in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted schedule of rates is 100 or 1000 shall be calculated to the nearest whole number, any; fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which “on account” or final measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer’s representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measures. Failing the Contractor’s attendance the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:
- (a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the engineer or the Engineer’s representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

(b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

- 46.(1) “On-Account” Payments:- The Contractor shall be entitled to be paid from time to time by way of “One-Account” payment only for such works as in the opinion of the Engineer he has executed in terms of the contract.

All payments due on the Engineer’s or the Engineer’s representative’s certificates of measurements or Engineer’s certified “Contractor’s authorised 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 10% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

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

- 46.(3) On Account Payments not prejudicial to final settlement: - “On-Account” payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as “Final Measurements” and as such have been signed by the Contractor and 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.

- 46.(4) Manner of payment: - Unless otherwise specified payments to the Contractor will be made by RTGS/NEFT only.

- 47.0 Maintenance of works:- The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of passing of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in

any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the contractor shall be liable for and shall pay and make good to the DFCCIL or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

- 48.(1) Certificate of completion of works:- As soon as in the opinion of the Engineer, the works has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect, of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the DFCCIL. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.
- 48.(2) Contractor not absolved by completion Certificate:- The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost: and in case of default on the part of Contractor the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.
- 49.0 Deleted
- 50.0 Deleted
- 51.(1) Final Payment:- On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "Contractor's authorised Engineer's measurements" of the total quantity of work

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

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

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

- (i) For a contract of more than one crore of rupees, the contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The contractor shall similarly produce vouchers; etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.

- (iii) The obligations imposed by sub clause (i) & (ii) above is without prejudice to the obligations of the contractor under any statute rules or orders binding on the contractor.

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

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

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

(i) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the DFCCIL, against any claim of this or any other DFCCIL or any other Department of the Central Government in respect of a payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.

(ii) However, recovery of claims of DFCCIL in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other

contract or contracts, executed by the contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of DFCCIL's dues against the terminated contract.

(iii) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by arbitration clause or by the competent court as the case may be and contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

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

LABOUR

- 54.0 Wages to Labour :- The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" and the Rules made there under in respect of any referred to as the "said Act" and the Rules made there under in respect of any employees directly or through petty contractors or subcontractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract. If, incompliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the DFCCIL whether in connection with any work being executed by the Contractor or otherwise

for the purpose of the DFCCIL such labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor.

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

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

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

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

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

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

- 55A.(1) The contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.
- 55A.(2) The Contractor shall obtain a valid licence under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid licence until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.
- 55A.(3) The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by him.
- 55A.(4) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of, the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- 55A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the DFCCIL is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the Contingent, liability of the DFCCIL due to the contractor's failure to fulfil his statutory obligations under the aforesaid Act or the rules the DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the DFCCIL under the section 20, sub-section (2) and section 2, sub-section (4) of the aforesaid Act, the DFCCIL shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the DFCCIL to the contractor whether under the contract or otherwise. The DFCCIL shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the DFCCIL full security for all costs for which the DFCCIL might become liable in contesting such claim. The decision of the DFCCIL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.
- 55B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 :
- The Contractor shall comply with the provisions of Para 30 & 36- B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and

Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.

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

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

- 56.0 Reporting of Accidents of Labour:-The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub- contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangements to render all possible assistance.

- 57.0 Provision of Workmen's Compensation Act:- In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen's Compensation Act 1923, DFCCIL is obliged to pay compensation to a workman directly or through petty contractor or subcontractor employed by the Contractor in executing the work, DFCCIL will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of DFCCIL under Section 12 Sub-section (2) of the said Act, DFCCIL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DFCCIL to the Contractor whether under these conditions or otherwise, DFCCIL shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to DFCCIL full security for all costs for which DFCCIL might become liable in consequence of contesting such claim.

- 57A. Provision of Mines Act:- The contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made there under in respect of all the persons directly or through the petty contractors or sub-contractors employed by him under this contract and shall indemnify the DFCCIL from and against any claims

under the Mines Act, or the rules and regulations framed there under, by or on behalf of any persons employed by him or otherwise.

- 58.0 DFCCIL not to provide quarters for Contractors:-No quarters shall normally be provided by the DFCCIL for the accommodation of the contractor or any of his staff employed on the work.
- 59.(1) Labour Camps:- The contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty contractors or sub-contractors and for temporary crèche (Bal-mandir) where 50 or more women are employed at a time. Suitable sites on DFCCIL land, if available, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the DFCCIL. All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.
- 59.(2) Compliance to rules for employment of labour:- The contractor(s) shall conform to all laws, by-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.
- 59.(3) Preservation of peace:- The contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works. In the event of the DFCCIL requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the contractor and if paid by the DFCCIL shall be recoverable from the contractor.
- 59.(4) Sanitary arrangements:- The contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative of the Medical staff of the DFCCIL. Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the DFCCIL and the cost therefore recovered from the contractor.
- 59.(5) Outbreak of infectious disease:- The contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's representative on the advice of the DFCCIL. Should cholera, plague or other infectious disease break out, the contractor shall burn the huts, beddings, clothes and other belongings of or used by

the infected parties and promptly erect new huts on health sites as required by the engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the DFCCIL and the cost therefore recovered from the contractor.

59.(6) Deleted

59.(7) Medical facilities at site: - The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the DFCCIL in relation to the strength of the Contractor's resident staff and workmen.

59.(8) Use of intoxicants: - The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

59.(9) Non-employment of female labour: - The Contractor shall see that the employment of female labour on / in Cantonment areas, particularly in the neighbourhood of soldier's barracks, should be avoided as far as possible.

59.(10) Restrictions On The Employment Of Retired Engineers Of Railway/DFCCIL Services Within one Year Of Their Retirement : The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit Earnest Money Deposits (EMD), Performance Guarantee (PG) and Security Deposits (SD) of that contract.

60.(1) Non-employment of labours below the age of 15:- the Contractor shall not employ children below the age of 15 as labourers directly or through petty contractors or subcontractors for the execution of work.

60.(2) Medical Certificate of fitness for labour: - It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Form No.15) granted to him by a certifying surgeon certifying that he is fit to work as an adult is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of

appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

- 60.(3) Period of validity of medical fitness certificate:- A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
- 60.(4) Medical re-examination of labourer:- Where any official appointed in this behalf by the Ministry of labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in the regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

EXPLANATIONS:-

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

(2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

DETERMINATION OF CONTRACT

- 61.(1) Right of DFCCIL of determine the contract:- The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL’s opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the DFCCIL of such determination and the reasons therefor shall be conclusive evidence thereof.

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

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

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

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

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

notice, a final termination notice (Proforma at Form No. 18) should be issued and adopt the following courses:

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

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

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

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

STATEMENT OF DISPUTES - INDIAN RAILWAY / DFCCIL ARBITRATION RULES

63.0 Matters finally determined by the DFCCIL – All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the

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

64. (1) Demand for Arbitration:-

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

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

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

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

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

64.(1)(iv) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of

arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

- 64.(1)(v) If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.
- 64.(2) **Obligation During Pendency of Arbitration:**– Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the DFCCIL shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.
- 64.(3) **Appointment of arbitrator**
- 64.(3)(a)(i) In cases where the total value of all claims in question added together does not exceed Rs.25,00,000 (Rupees twenty five lakhs only), the Arbitral tribunal shall consist of a sole arbitrator nominated by the MD/DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitrator is received by MD/DFCCIL .
- 64.(3)(a)(ii) In cases not covered by the clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a Panel of three officials, as the arbitrators. For this purpose, the DFCCIL will send a panel of more than 3 names of DFCCIL officers which may also include the name(s) of Officer(s) empanelled to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD/DFCCIL. Contractor will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. MD/DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of selection grade of accounts department shall be considered of equal status to the officers in SA grade of other department of DFCCIL for the purpose of appointment of arbitrator.
64. (3)(a)(iii) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever

or dies or in the opinion of the MD/DFCCIL fails to act without undue delay, the MD/DFCCIL shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

- 64.(3)(a)(iv) The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the arbitral Tribunal to make the award without any delay. The arbitral Tribunal should record day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
- 64.(3)(a)(v) While appointing arbitrator(s) under sub-clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as DFCCIL servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- 64.(3)(b)(i) The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.
- 64.(3)(b)(ii) A party may apply for corrections of any computational errors, any, typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of a specific point of award to tribunal within 60 days of receipt of the award.
- 64.(3)(b)(iii) A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 64.(4) In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 64.(5) Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award

- 64.(6) The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by the DFCCIL from time to time and the fee shall be borne equally by both the parties.
- 64(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.

JOINT VENTURE (JV) FIRMS IN WORKS TENDERS

- 65.0 Participation of Joint Venture (JV) Firms in Works Tender: This Clause shall be applicable for works tenders of value as approved and communicated by Railway Board /DFCCIL from time to time.
- 65.1 Separate identity / name shall be given to the Joint Venture Firm.
- 65.2 Number of members in a JV Firm shall not be more than three.
- 65.3 A member of JV Firm shall not be permitted to participate either in individual capacity or as a member of another JV Firm in the same tender.
- 65.4 The tender form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.
- 65.5 Normally earnest money deposit (EMD) shall be submitted only in the name of Employer "Dedicated Freight Corridor Corporation of India Limited" A/C JV Firm and not in the name of constituent member. However, in exceptional cases EMD in the name of Employer "Dedicated Freight Corridor Corporation of India Limited" A/C JV Firm and not in the name of Lead Member can be accepted subject to written confirmation from JV members to the effect, that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.
- 65.6 One of the members of the JV Firm shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV Firm and also, must have satisfactorily completed in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single work for a minimum value of 35% of advertised tender value and as defined in technical eligibility criteria. The other members shall have a share of not less than 20% each in case of JV Firms with upto three members. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.
- 65.7 A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm along with the tender. The complete details of the member JV firm, their share and responsibility and the JV firm etc. Particularly with

reference to financial, technical and other obligation shall be furnished in the MOU. (The MOU format for this purpose is enclosed along with the tender, Form No. 9).

- 65.8 Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- 65.9 Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (DFCCIL). The constitution of the JV Firm shall not be allowed to be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
- 65.10 Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 65.11 On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.
- 65.12 On issue of LOA (Letter Of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the DFCCIL before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter-alia, following Clauses :
- 65.12.1 Joint And Several Liability - 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 Contract. The JV

members shall also be liable jointly and severally for the loss, damages caused to the Railways / DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.

65.12.2 Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the defect liability period after the work is completed.

65.12.3 Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

65.13 Authorized Member - Joint Venture members shall authorize one of the members on behalf of the Joint Venture 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/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.

65.14 No member of the Joint Venture Firm 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.

65.15 Documents to be enclosed by the JV Firm along with the tender :

65.15.1 In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted :

- (a) Notary certified copy of the Partnership Deed,
- (b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
- (c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.

65.15.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed :

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

65.15.3 In case one or more members is/are limited companies, the following documents shall be submitted :

a) Notary certified copy of resolution of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.

b) Copy of Memorandum and Articles of Association of the Company.

c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

Section -6

SPECIAL CONDITIONS OF CONTRACT

- 1.0 This tender shall be governed by Preamble and General instructions to bidders, General condition of Contract, Special conditions of contract, Technical Specifications, Additional Technical specifications (if any), Drawings, Forms, Annexures, etc.
- 2.0 If there are varying or conflicting provisions in the documents forming part of the contract, Employer shall be deciding authority with regard to the intentions of the provision and decision of Engineer will be final and binding on the contractor.
- 3.0 Scheme of work: -Within a period of 15 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for execution of work and various documents enumerated in tender papers to the employer.
- 4.0 Quality Assurance Program in Supply and Erection /execution:
- a. All materials used in the work shall be of the best quality and of the class most suited for the purpose specified and procured from the sources approved by PGCIL/BSPTCL/RDSO/CORE etc. It is essential that the manufacturer from whom supply is arranged should have long experience of design and manufacture of equipments, components, materials and fittings. Only tested quality steel shall be used.
 - b. Quality of Materials and Erection –All erection work carried out shall also be of the best quality acceptable to the Employer/BSPTCL. The work shall be carried out as per latest RDSO specification/ CORE specification or PGCIL/BSPTCL standard as on the date of opening of tender even if mentioned otherwise elsewhere in the tender.
 - c. The decision of the Employer shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.
- 5.0 Contractor's drawings etc. –
- (a) All designs, drawings, schedules, information data progress charts etc. (as applicable) required by the Employer/Employer's representative in connection with the contract, shall be furnished by the Contractor at his own expenses.
 - (b) Drawings and Specifications of the works: The contractor shall keep one copy of drawings and specifications at the site, in good order, and such other contract documents as may be necessary, available to the Employer and the Employer's representative.

6.0 Traffic Blocks/Power Blocks/Shut Down:

- a. The contractor shall obtain Power/Traffic/Shut down in the name of authorized representative of DFCCIL. Employer / Employer's representative will facilitate to make arrangements to obtain power blocks/shut down (hereinafter referred to as blocks) for works to be carried out along or adjacent to the track work. Works such as foundations/erection of towers shall be done without blocks. The requirement of shut down, power blocks etc. shall be assessed by the contractor and will submit in writing along with detailed work program to the Employer / Employer's representative at in advance for shut down/power block. Employer will review the proposal of work program under shut down/power block. Employer will approach BSPTCL/Railway for shut down/power block and inform the contractor in writing regarding approved schedule of dates in which shut down/power block will likely to be available. However, date/period of shut down/power block may change in cases of immediate requirement/due to reasons beyond control of Employer. In such case, contractor will be informed accordingly and revised date/period for shut down/power block will be intimated in writing. Only after confirmation of shut down/power block period from Employer, Contractor will arrange all needful arrangements to attend the shut down/power block activity . All the required erection of towers/stringing of conductors, shifting of conductors from old towers to new towers, dismantling of towers, conductors & insulators etc. shall be **done under agreed MINIMUM power block/shut down**. Contractor will arrange minimum two gangs of labours i.e. expert of TR line fitters, Semi-skilled fitters, labours etc. with supervisors and sufficient tools and tackles required as per site conditions. Work will be done day & night with war foot level with the approval of the Employer / Employer's representative.
- b. Blocks will be granted during day & night hours continuous. The Contractor shall confirm that he will equip himself to carry out all construction during night blocks efficiently by suitable special lighting equipments without any extra cost.
- c. Block period shall be counted from the time the TR-line is placed at the Contractor's disposal at the work-spot till it is cleared by the Contractor.
- d. Any charges applicable for arranging shutdown/power block of BSPTCL or railway will be borne by DFCCIL.

7.0(a) Correctness of Work and Materials – The contractor shall be solely responsible for correctness of the positions, levels and dimensions of the works according to approved drawings, notwithstanding that he may have been assisted by the Employer or his men in setting out the same.

(b) If any dimension figured upon a drawings differs from that obtained by scaling the drawings the figured dimensions should be normally taken as correct unless it is prima facie a mistake. But all such cases shall be brought to the notice of the Employer / Employer's representative and the discrepancy set right before execution.

8.0 Contractor's Responsibility for discrepancy –

(a) All designs and drawings submitted by the Contractor shall be based on a thorough study and shall be such that the Contractor is satisfied about their suitability. The BSPTCL/Employer's approval will be based on these considerations. Notwithstanding approval communicated by the Employer, during the progress of the contract for

designs and drawings, prototype samples of components, materials and equipments after inspection of materials, after erection and adjustments to installations, the ultimate responsibility for correct design and execution of work shall be with contractor.

(b) The Contractor shall be responsible for and shall bear, and pay the cost for any alternation or works arising from any discrepancies, errors or omissions in the designs and drawings supplied by him, whether such designs and drawings have been approved by the Employer or not.

9.0 Accident–

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 thereunder from time to time or under any other labour and Industrial Legislation made from time to time.

10.0 Safety measures –

The contractor shall take all precautionary measures in order to ensure the protection of his own personnel at work site.

11.0 Guarantee/Defect Liability/Maintenance period: –

The Contractor shall guarantee that all the equipments and works executed under this contract shall be free from all defects and faults in material, design, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations. The contractor shall attend any defect arises / maintain the executed work till handing over to BSPTCL.

12.0 Payment –

Payment will be governed by the terms specified in accordance with accepted schedule of prices, read with relevant para of the other parts and sections of the Tender Papers. The employer retains the right to withhold money due to the contractor arising out of this contract for any default of the contractor from other contracts which the contractor may have with the Government of India.

All payments in respect of the contract during the currency of the contract shall be made through Electronic clearing system (ECS)/Electronic funds transfer (EFT). The successful tenderer on award of contract must submit ECS/EFT Mandate Form complete in all respects as detailed at Form-7 of the tender document. However, if the facility of ECS/EFT is not available at a particular location, the payments shall be made by cheque.

13.0 Performance Guarantee:-

- (i) The Bank Guarantee for performance Guarantee shall remain valid until a date 60 days (or as specified in the Contract) after expiry of Defects Liability Period.

- (ii) The Bank Guarantee for performance Guarantee shall be submitted invariably in the format given in the bidding document.
- (iii) The performance Guarantee shall be released 21 days after issue of performance certificate.

13.0 Arbitration: - Refer to clause 63 of GCC.

15.0 Integrity Pact:-

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. 20 for signature of bidder as acceptance, as and when Independent External monitor is appointed.

Section -7**SCHEDULE OF PRICES AND EXPLANATORY NOTES****Supply****Schedule -'1A'**

SN	Name of Materials	Quantity	Rate	Unit	Amount
	Fabrication, galvanizing and supply of various types of towers including M/C tower (if applicable) and it's body and leg extensions (complete) including stubs and hangers of 20 mm rod, U-bolt etc. (Payment shall be made for identified MT for complete towers.)				
1	High tensile steel	12.5	92045.10	MT	1150563.70
2	Mild steel	28	89227.42	MT	2498367.87
3	Hexagonal bolts and nuts including Step bolts	1.5	117727.90	MT	176591.84
	Tower Earthing				
4	Pipe Type	4	7708.27	Nos.	30833.09
	Tower Accessories				
5	Danger Plate	2	363.79	Nos.	727.58
6	Number Plate	2	363.79	Nos.	727.58
7	Phase Plate (set of 3)	4	283.71	Sets	1134.85
8	Circuit Plate (set of 2)	2	283.71	Sets	567.42
9	Bird Guard (set of 3)	4	2010.01	Sets	8040.03
10	Anti Climbing Device	2	8506.78	Sets	17013.57
	132 KV Transmission Lines with HTLS Conductor				
11	HTLS Conductor (equivalent to Panther)	4.1	874150.99	KM	3584019.07
	LONG ROD POLYMER INSULATOR				
12	Long Rod Polymer Insulator 90 KN of light weight	38	4855.14	Nos.	184495.17
	HARDWARE FITTINGS FOR HTLS CONDUCTOR				
13	Single Tension Fittings w/o clamp	24	3693.98	Set	88655.42
14	Double Tension Fittings w/o clamp	12	9257.25	Set	111086.98
15	Dead End Tension Clamp	24	72928.86	Set	1750292.54
16	Dead End Double Tension Clamp	12	83399.89	Set	1000798.66
17	MSCJ	1	83807.15	Nos.	83807.15
18	Vibration Damper	72	10545.39	Nos.	759268.22
	OPGW				
19	24 Fibre (DWSM) OPGW Fibre Optic Cable	0.6	208423.07	KM	125053.84
20	Hardware set for OPGW Cable	2	42571.67	Set	85143.34
21	Joint Box (24 Fibre) as per technical requirement	2	34520.20	Nos.	69040.40
Total Schedule- '1A'				1,17,26,228.34	

Erection & Dismantling Cost**Schedule -'1B'**

S N	Description of work	Quantity	Rate	Unit	Amount
	Survey & Soil Investigation				
1	Detailed complete survey works including preliminary survey, profiling, tower spotting & check survey, submission of survey sheets. (Rate per route KM)	1	30307.20	RKM	30307.20
2	Soil Investigation in all kinds of Soil.	2	18708.80	Loc.	37417.60
	Proto Assembly & Type Testing				
3	Proto assembly charges for all types of 132 KV Towers (suitable for ACSR Panther/ HTLS Conductor)	1	37314.20	LS	37314.20
4	Type test charges for HTLS Conductor	1	433677.20	LS	433677.20
5	Type test charges for Long Rod Polymer Insulator	1	931645.00	LS	931645.00
6	Type test charges for Hardware Fittings	1	351721.70	LS	351721.70
7	Type test charges for Conductor Accessories	1	511437.30	LS	511437.30
	TOWER ERECTION				
8	Complete Tower Erection of various types of towers including M/C tower (if applicable) including stub setting, tack welding up to the cross arm, fixing of hangers of 20 mm rod, U-bolt etc. complete in all respect as per Specification & requirement.	42	10777.80	MT	452667.60
	Tower Earthing				
9	Pipe Type	4	4782.80	Nos.	19131.20
	Tower Accessories				
10	Danger Plate	2	95.70	Nos.	191.40
11	Number Plate	2	95.70	Nos.	191.40
12	Phase Plate (set of 3)	4	95.70	Sets	382.80
13	Circuit Plate (set of 2)	2	95.70	Sets	191.40
14	Bird Guard (set of 3)	4	287.10	Sets	1148.40
15	Anti Climbing Device	2	1912.90	Sets	3825.80
	Earth work in excavation in foundation pits including back filling, shoring, shuttering, dewatering etc. (rate per cubic meter)				
16	Wet Soil / Partially Submerged / Fully Submerged	675	268.40	Cu.M	181170.00
	Concreting (Normal & Shallow Foundation) (Note:- Type of foundations including Shallow foundation shall be decided and approved by the concerned ESE during execution after Soil Investigation and shall be based upon site conditions. This approval shall be furnished alongwith the bills for payments)				

17	Concreting 1:1.5:3 (M20)	71	12829.30	Cu.M	910880.30
18	Concreting 1:3:6 (M10)	10	10429.10	Cu.M	104291.00
19	Reinforcement (Supply & Erection both)	5.7	88474.10	MT	504302.37
	REVETMENT				
20	Random Rubble stone masonry including excavation	66.65	5179.90	Cu.M	345240.34
21	Backfilling and levelling of volumes	512.35	346.50	Cu.M	177529.28
22	M-15 concrete for top seal cover of revetment	1	11558.80	Cu.M	11558.80
	STRINGING - 132 KV - HTLS				
23	STRINGING of 132 KV D/C transmission line with 06 Phase HTLS Conductor (without OPGW/ Earthwire) complete with all works including stringing of Conductor, Fitting of Hardwares, Hoisting of Insulators etc.	0.59	611543.90	RKM	360810.90
	OPGW & Communication Equipment				
24	Installation/Stringing of 24 F OPGW CABLE complete with all works excluding hardware assemblies and joint boxes (Rate per route KM)	0.59	90234.10	RKM	53238.12
25	Installation of Hardware assembly	2	13695.00	Sets	27390.00
26	Installation of 2/3/4 way 24 F Joint Box including Coiling bracket as per requirement for looping/coiling of 30 meters of cable	2	41725.20	Nos.	83450.40
27	Installation, Testing & commissioning of complete OPGW and communication equipments	1	52850.60	Lot	52850.60
	DE-STRINGING - 132 KV - Panther				
28	De-stringing of 132 KV D/C transmission line with 06 Phase Panther Conductor (without OPGW/ Earthwire) in all respect including transportation and handing over the dismantled materials to the BSPTCL stores.	0.57	144053.80	RKM	82110.67
	DE-STRINGING of OPGW and Communication				
29	De-stringing of 24 F OPGW CABLE from 132 KV D/C transmission line in all respect including transportation and handing over the dismantled materials to the BSPTCL stores.	0.57	36093.20	RKM	20573.12
	Dismantling of Tower				
30	Dismantling of old Tower including transportation and handing over the dismantled materials to the BSPTCL store	13.50	8914.40	MT	120344.40
31	Cost Towards Crop Compensation & Tree Cutting & Compensation, PTCC Clearance, All Statutory Clearances, NH/SH/Road Crossing	1	605000.00	LS	605000.00

	or Any Other Crossing etc. (except Railway Crossing & Forest Clearances) required for succesful commissioning of the complete line in all respect.				
	Total Schedule- '1B'				64,51,990.49
	Total Schedule- '1A'				1,17,26,228.34
	Grand Total Schedule – 1 (Schedule- '1A' + Schedule- '1B')				1,81,78,218.83
	Say Grand Total Schedule – 1 (Schedule- '1A' + Schedule- '1B')				1,81,78,219/-

(Rs. One Crore EightyOne LakhSeventy Eight Thousand Two Hundred Ninteenonly.)

1.3.3(a) (i) Prices for items

The rates given against various items of work in Schedule-1A & Schedule-1B of the tender papers are the Schedule of Prices. The tenderers are required to quote SINGLE percentage below/at par/above against Schedule of Prices, while quoting the summary of prices (Form-3). The actual payment to be made against any item of Schedule-1 shall be derived after loading the Schedule of Prices with the tenderer's quoted percentage. The prices so obtained shall be the prices for the various items of work given in schedule-1.

(ii)All prices as above shall be FIRM irrespective of minor variations in basic quantities and use of alternative types of various components and fittings approved by the employer. Minor changes in the basic designs shall not affect unit prices, so long as such changes are mutually agreed to by the employer and the contractor. The prices shall be for material and erection /execution and for a complete job.

(b) Other Price Adjustment -

(i) Unit Prices for Materials

The prices offered in tender shall include all Freight charges, Insurances, Taxes, Duties and levies (excluding GST) applicable on this works contract. Therefore, they should quote their prices taking into account, the rate of taxes as leviable in the event of sale through works contract to the Central Government Organization in that state. The prices shall also include provision for losses and wastage in transit and erection.

(ii) For Erection

The prices offered in tender shall include cost of erection, testing to be done by the Contractorand also cover all cost of administration of the contract, insurance premia, bankers' charges for guarantees, cost of stamps, cost of storage, loading, unloading and handling of materials, and for any road transport which the Contractor may use for carriage of materials between his depot and depot/s and site of work. The unit prices shall include cost of works and adjustments necessary to be done by the contractor during or after the tests carried out by the employer as per tender conditions.

1.3.4 Inspection of Material –

All materials required in this work shall be procured from any vendor approved by BSPTCL/PGCIL/RDSO. Inspection of material will be done by Employer's representative/BSPTCL official/any Govt. agency authorized by DFCCIL. The inspection will be done at manufacturer's works or at site of work as decided by BSPTCL/DFCCIL.

Note:- Proto Assembly & Type Testing for SN 3 to 7 in Schedule; '1B' will be done only on need basis, as decided by BSPTCL/DFCCIL.

1.3.5 Payments and recoveries –

70% of the item price (material cost for only supply portion) on receipt of materials at Site after successful inspection and duly certificated by BSPTCL official/Employer's representative/any Govt. agency authorized by Employer at manufacture works or at site of works.

Further balance payment of material & erection cost to cover 90% of the contract price on successful completion of inspection and due certification of installation and testing of all material including equipment by the Employer / Employer's representative.

Balance 10% payment shall be released after successful commissioning of work and certification by Employer / Employer's representative.

1.3.6 Invoicing procedure

The contractor shall submit his invoices on successful completion of respective stages. All invoices shall be submitted with original supporting documents or certified true copies of supporting document wherever these are acceptable to the Employer/Employer's representative. Where copies of original documents are required in support of several invoices, true certified copies of the original documents may be forwarded to Employer, with his consent.

1.3.7 On Account payments -

'On Account' payment will be made for equipment, components, fittings and materials required for the execution of work as per para 1.3.5. All 'On Account' payment shall be covered by a standing indemnity bond in the approved Form (Form -6).

NOTE:-All the invoices should be accompanied by the following:-

1. Supplier's challans
2. Inspection Certificate granted in terms of para 1.3.5
3. Certificate of receipt of materials at Contractor's Depot duly accepted by the Employer's representative

1.3.8 Income Tax, W/C Tax & Excise duty

- (a) Under section 194-C of the income Tax Act. 1961 deduction of 2% plus surcharge as applicable on Income Tax will be made for sums paid for carrying out the work under this contract.

- (b) All taxes, duties & levies excluding GST arising out of the transactions between the contractor and his sub-contractors/Suppliers for this work will be included in the rates quoted by the contractor in the relevant schedule.
- (c) Wherever the law makes it statutory for the employer to deduct any amount towards Sales Tax or works contract, the same will be deducted and deposited with the concerned authority.

1.3.9 Measurements

- (a) Payment for field work shall be made in accordance with approved designs and drawings and measured in relevant units except where provided for otherwise. In case the dimensions of the work are more than those shown in approved designs and drawings, the contractor will not be entitled to any extra payment, unless dimensions were increased on account of physical impossibility of carrying out the work in accordance with approved drawings and designs. In case the dimensions of work are less than those shown in the approved designs and drawings and the work is accepted without being rejected, payment will be made as per work actually done.
- (b) The measurements will be made generally in accordance with standard engineering practice and in conformity with the explanatory Notes for Schedule – 1.

1.3.10 Release of Security Deposit:

- (i) After issue of the certificate of acceptance of the entire installation as well as released material by utility owner/BSPTCL, the DFCCIL shall release the Security Deposit submitted by the Contractor.
- (ii) The Security deposit shall, however, be liable to be forfeited in case of any breach by the contractor of any of the conditions of the contract for non-completion of the full contract without prejudice to other rights remedies of the employer whether specifically provided herein or otherwise.

EXPLANATORY NOTES OF SCHEDULE OF PRICES

Supply of Materials

Schedule - '1A'

Item No. 1,2 &3. Supply of High Tensile Steel/Mild Steel/Hexagonal bolts and nuts

The price shall cover on per tonne basis the cost of supply of structural steel, fabrication, galvanization of steel work for various parts of towers and it's body and leg extensions (complete) including stubs and hangers of 20 mm rod, U-bolt etc for complete towers complete in all respects. The price shall also include the cost of clearing, handling and transporting as required. Payments will be made on actual weight basis.

Item No. 4. Supply of Pipe type earthing

The price shall cover on a flat rate basis supply of Pipe type earthing set consisting of 1.5" dia GI purposed type & 50x50x6 mm GI plate or latest as per BSPTCL practice. The material offered shall be of best quality and workmanship.

Item No. 5. Supply of Danger Plate

The price shall cover supply of danger plate according to the typical RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by BSPTCL/Employer's engineer.

Item No. 6. Supply of Number Plate

The price shall cover supply of number plate according to the typical RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by BSPTCL/Employer's engineer.

Item No. 7 :Supply of Phase Plate

The price shall cover supply of phase plate (set of 3 nos.) according to the typical RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by BSPTCL/Employer's engineer.

Item No. 8 :Supply of Circuit Plate

The price shall cover supply of circuit plate (set of 2 nos.) according to the typical RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by BSPTCL/Employer's engineer.

Item No. 9 :Supply of Bird Guard

The price shall cover supply of Bird Guard according to the typical RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by BSPTCL/Employer's engineer.

Item No. 10 :Supply of Anti Climbing Device

The price shall cover on a flat rate basis supply of an Anti Climbing Device to be

provided on towers as the case may be according to the typical RDSO/BSPTCL practices. Anti climbing should be provided at a height of 3.60 Mtrs. from ground level with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications or as directed by Employer's engineer BSPTCL/Employer's engineer.

Item No. 11 : Supply of HTLS Conductor

The price shall cover supply of HTLS conductor suitable for 132KV transmission line. The HTLS conductor should be equivalent to Panther and have compatibility with the existing HTLS conductor in other parts of existing transmission line. The HTLS conductor capacity should be 240MVA, 1050 A or equivalent. The material offered shall be of best quality and workmanship.

Item No. 12 : Supply of Long Rod Polymer Insulator 90 KN of light weight

The price shall cover supply of Long Rod Polymer Insulator 90 KN of light weight according to the typical RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by BSPTCL/Employer's engineer.

Item No. 13 : Supply of Single Tension Fittings w/o clamp

The price shall cover supply of Single Tension Fittings w/o clamp suitable for HTLS conductor and as per RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractors material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by BSPTCL/Employer's engineer.

Item No. 14 :Supply of Double Tension Fittings w/o clamp

The price shall cover supply of Double Tension Fittings w/o clamp suitable for HTLS conductor and as per RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by BSPTCL/Employer's engineer.

Item No. 15 :Supply of Dead End Tension clamp

The price shall cover supply of Dead End Tension clamp suitable for HTLS conductor and as per RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by BSPTCL/Employer's engineer.

Item No. 16 :Supply of Dead End Double Tension clamp

The price shall cover supply of Dead End Double Tension clamp suitable for HTLS conductor and as per RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure

with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by BSPTCL/Employer's engineer.

Item No. 17 : Supply of MSCJ

The price shall cover supply of MSCJsuitable for HTLS conductor and as per RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by Employer's engineer. The material shall be purchased from RDSO/CORE/BSPTCL approved firms.

Item No. 18 : Supply of Vibration Damper

The price shall cover supply of Vibration Dampersuitable for HTLS conductor and as per RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by Employer's engineer. The material shall be purchased from RDSO/CORE/BSPTCL approved firms.

Item No. 19 :Supply of 24 Fibre (DWSM) OPGW Fibre Optic Cable

The price shall cover supply of 24 Fibre (DWSM) OPGW Fibre Optic Cablecompatible with HTLS conductor and as per RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractors material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by Employer's engineer. The material shall be purchased from RDSO/CORE/BSPTCL approved firms.

Item No. 20 : Supply of Hardware set for OPGW cable

The price shall cover supply of Hardware set for OPGW cable compatible with HTLS conductor and as per RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by Employer's engineer. The material shall be purchased from RDSO/CORE/BSPTCL approved firms.

Item No. 21 : Supply of Joint Box (24 Fibre) as per technical requirement

The price shall cover supply of Joint Box (24 Fibre) as per technical requirement also compatible with HTLS conductor and as per RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by Employer's engineer. The material shall be purchased from RDSO/CORE/BSPTCL approved firms.

Erection & Dismantling Cost**Schedule - '1B'**

Item No. 1. Detailed complete survey works including preliminary survey, profiling, tower spotting & check survey, submission of survey sheets. (Rate per route KM)

The price shall cover detail complete survey works including preliminary survey, profiling, tower spotting & check survey, submission of survey sheets. The rate proposed is on per route KM basis. The contractor will be primarily responsible for approval of design/drawing/scheme of work from BSPTCL/Railway, wherever required. DFCCIL will also assist in getting the required approvals.

Item No. 2. Soil investigation in all kinds of soil

The price shall cover soil investigation in all kinds of soil on a flat rate basis per location. Design of foundation and tower structure type will be based on the soil type etc.

Item No. 3. Proto assembly charges for all types of 132 KV Towers (suitable for ACSR Panther/ HTLS Conductor)

The price shall cover Proto assembly charges for all types of 132 KV Towers (suitable for ACSR Panther/ HTLS Conductor) as decided by BSPTCL/DFCCIL in approved scheme of work.

Item No. 4. Type test charges for HTLS Conductor

The price shall cover Type test charges for HTLS Conductor as decided by BSPTCL/DFCCIL in approved scheme of work.

Item No. 5. Type test charges for Long Rod Polymer Insulator

The price shall cover Type test charges for Long Rod Polymer Insulator as decided by BSPTCL/DFCCIL in approved scheme of work.

Item No. 6. Type test charges for Hardware Fittings

The price shall cover Type test charges for Hardware Fittings as decided by BSPTCL/DFCCIL in approved scheme of work.

Item No. 7. Type test charges for Conductor Accessories

The price shall cover Type test charges for Conductor Accessories as decided by BSPTCL/DFCCIL in approved scheme of work.

Item No.8.Complete Tower Erection of various types of towers including M/C tower (if applicable) including stub setting, tack welding up to the cross arm, fixing of hangers of 20 mm rod, U-bolt etc. complete in all respect as per Specification & requirement.

The price shall cover Complete Tower Erection of various types of towers including M/C tower (if applicable) including stub setting, tack welding up to the cross arm, fixing of hangers of 20 mm rod, U-bolt etc. complete in all respect as per Specification & requirement.

Item No. 9.Erection of Tower Earthing Pipe type

The price shall cover Complete Tower Earthing Pipe type as decided by BSPTCL/DFCCIL in approved scheme of work. The work should be complete in all respect as per Specification & requirement.

Item No. 10, 11, 12, 13 14 & 15. Erection of Tower Accessories (Danger Plate, Number Plate, Phase Plate, Circuit Plate, Bird Guard, Anti Climbing Device

The price shall cover erection/fitting of Tower Accessories (Danger Plate, Number Plate, Phase Plate, Circuit Plate, Bird Guard, Anti Climbing Device complete in all respect according to the typical RDSO /BSPTCL standard practices and as directed by Employer's engineer.

Item No. 16. Earth work in excavation in foundation pits including back filling, shoring, shuttering,dewatering etc. (rate per cubic meter) in Wet Soil / PartiallySub-merged /Fully Sub-merged

The price shall cover on a per cubic meter of Earth work in excavation in foundation pits including back filling, shoring, shuttering, dewatering etc. in Wet Soil / Partially Sub-merged /Fully Sub-merged including soaring, shuttering and dewatering wherever required, grouting of stubs casting and curing of concrete including form work and back filling of the pits with excavated earth, benching and leveling of the site .with all contractors material, labour, tools and plants , lead and lift , dewatering as a complete job according to the typical RDSO /BSPTCL standard practices and as directed by BSPTCL/Employer's engineer.

Item No. 17.Concreting (Normal & Shallow Foundation) Concreting 1:1.5:3 (M20)

The price shall cover all works related concreting (1:1.5:3) (M20) with approved quality of cement, stone chips, clean coarse sand including curing, shoringwith all contractors material, labour, tools and plants , lead and lift , dewatering as a complete job as per design & drawing/specifications and as directed by Employer's engineer. Type of foundations may include Normal and Shallow foundation shall be decided and approved by the concerned ESE during execution after Soil Investigation and shall be based upon site conditions. The workmanship should be of best standard and in line with typical RDSO /BSPTCL standard practices and as directed by BSPTCL/Employer's engineer.

Item No. 18. Concreting (Normal & Shallow Foundation) Concreting 1:3:6 (M10)

The price shall cover all works related concreting (1:3:6) (M10) with approved quality of cement, stone chips, clean coarse sand including curing, shoring with all contractors material, labour, tools and plants , lead and lift , dewatering as a complete job as per design & drawing/specifications and as directed by Employer's engineer. Type of foundations may include Normal and Shallow foundation shall be decided and approved by the concerned ESE during execution after Soil Investigation and shall be based upon site conditions. The workmanship should be of best standard and in line with typical RDSO /BSPTCL standard practices and as directed by BSPTCL/Employer's engineer.

Item No. 19. Concreting (Normal & Shallow Foundation) Reinforcement (Supply and Erection both)

The price shall cover all works related Supply and Erection of Reinforcement as approved by BSPTCL/Employer's engineer for use in Concreting in Normal & Shallow Foundation. Type of foundations may include Normal and Shallow foundation shall be decided and approved by the concerned ESE during execution after Soil Investigation and shall be based upon site conditions. The workmanship should be of best standard and in line with typical RDSO /BSPTCL standard practices and as directed by BSPTCL/Employer's engineer.

Item No. 20. Revetment/Random Rubble stone masonry including excavation

The price shall cover all works related with Revetment/Random Rubble stone masonry including excavation with all contractors material, labour, tools and plants, lead and lift , dewatering as a complete job as per design & drawing/specifications and as directed by Employer's engineer. The workmanship should be of best standard and in line with typical RDSO /BSPTCL standard practices and as directed by BSPTCL/Employer's engineer.

Item No. 21. Revetment/Backfilling and levelling of volumes

The price shall cover all works related with Revetment/Backfilling and levelling of volumes with all contractors material, labour, tools and plants, lead and lift , dewatering as a complete job as per design & drawing/specifications and as directed by Employer's engineer. The workmanship should be of best standard and in line with typical RDSO /BSPTCL standard practices and as directed by BSPTCL/Employer's engineer.

Item No. 22. Revetment/M-15 concrete for top seal cover of revetment

The price shall cover all works related with Revetment/M-15 concrete for top seal cover of revetment with all contractors material, labour, tools and plants, lead and lift , dewatering as a complete job as per design & drawing/specifications and as directed by

Employer's engineer. The workmanship should be of best standard and in line with typical RDSO /BSPTCL standard practices and as directed by BSPTCL/Employer's engineer.

Item No. 23. STRINGING of 132 KV D/C transmission line with 06 Phase HTLS Conductor (without OPGW/ Earthwire) complete with all works including stringing of Conductor, Fitting of Hardwares, Hoisting of Insulators etc.

The price shall cover on per route kilometer rate basis STRINGING of 132 KV D/C transmission line with 06 Phase HTLS Conductor (without OPGW/ Earthwire) complete with all works including stringing of all Conductor, Fitting of Hardwares, Hoisting of Insulators etc.

The price shall also cover the cost of connecting with existing 132 KV TR line with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by Employer's engineer

Item No. 24. Installation/Stringing of 24 F OPGW CABLE complete with all works excluding hardware assemblies and joint boxes (Rate per route KM)

The price shall cover Installation/Stringing of 24 F OPGW CABLE complete with all works excluding hardware assemblies and joint boxes (Rate per route KM) according to the typical RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by BSPTCL/Employer's engineer.

Item No. 25. Installation of Hardware Assembly

The price shall cover Installation of Hardware Assembly as a complete job according to the typical RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by BSPTCL/Employer's engineer.

Item No. 26. Installation of 2/3/4 way 24 F Joint Box including Coiling bracket as per requirement for looping/coiling of 30 meters of cable

The price shall cover Installation of 2/3/4 way 24 F Joint Box including Coiling bracket as per requirement for looping/coiling of 30 meters of cable as a complete job according to the typical RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by BSPTCL/Employer's engineer.

Item No. 27. Installation, Testing & commissioning of complete OPGW and communication equipments

The price shall cover Installation, Testing & commissioning of complete OPGW and communication equipments as a complete job according to the typical RDSO /BSPTCL

standard practices. The price shall include galvanized small parts steel work if any with all contractor's material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by BSPTCL/Employer's engineer.

Item No. 28. De-stringing of 132 KV D/C transmission line with 06 Phase Panther Conductor (without OPGW/ Earthwire) in all respect including transportation and handing over the dismantled materials to the BSPTCL stores.

The price shall cover De-stringing of 132 KV D/C transmission line with 06 Phase Panther Conductor (without OPGW/ Earthwire) complete job in all respect including transportation and handing over the dismantled materials to the BSPTCL store as directed by BSPTCL/Employer's engineer.

Item No. 29. De-stringing of 24 F OPGW CABLE from 132 KV D/C transmission line in all respect including transportation and handing over the dismantled materials to the BSPTCL stores.

The price shall cover De-stringing of 24 F OPGW CABLE from 132 KV D/C transmission line in all respect including transportation and handing over the dismantled materials to the BSPTCL stores as directed by BSPTCL/Employer's engineer.

Item No. 30. Dismantling of old Tower including transportation and handing over the dismantled materials to the BSPTCL store

The price shall cover dismantling of old Tower including transportation and handing over the dismantled materials to the BSPTCL store along with all other materials including cutting of welded bolts by gas cutter and proper staking of thereof in TC/DOS with all contractors material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by Employer's engineer.

Item No. 31. Cost Towards Crop Compensation & Tree Cutting & Compensation, PTCC Clearance, All Statutory Clearances, NH/SH/Road Crossing or Any Other Crossing etc. (except Railway Crossing & Forest Clearances) required for successful commissioning of the complete line in all respect.

The price shall cover Cost Towards Crop Compensation & Tree Cutting & Compensation, PTCC Clearance, All Statutory Clearances, NH/SH/Road Crossing or Any Other Crossing etc. (except Railway Crossing & Forest Clearances) as required for successful commissioning of the complete line in all respect.

Section -8**TENDER FORMS**

FORM No.	SUBJECT
Form No. 1	Offer Letter
Form No. 2	Tenderer's Credentials
Form No. 2A	Technical Eligibility Criteria Details
Form No. 2B	Financial Eligibility Criteria Details
Form No. 2C	Applicant's Party Information Form
Form No. 3	Summary of Prices
Form No. 4	Contract Agreement
Form No. 5	Performance Guarantee Bond
Form No. 6	Standing indemnity bond for on account payment.
Form No. 7	ECS / NEFT / RTGS
Form No. 8	Format for affidavit to be uploaded by Tenderer along with the Tender Document
Form No. 9	Proforma for Time Extension
Form No. 10	Proforma of 7 days Notice
Form No. 11	Proforma of 48 Hours Notice
Form No. 12	Proforma of Termination Notice
Form No. 13	Format of Integrity pact

OFFER LETTER

Tender No.....

Name of work.....

To,
The General Manager/Co-ordination,
DFCCIL, Varanasi

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda.;
- (b) We offer to execute the Works in conformity with the Bidding Documents;
- (c) Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We have not been blacklisted/banned in DFCCIL/Indian Railways
- (e) We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pending before any Court on deadline of submission of the Bid.
- (f) If our bid is accepted, we commit to obtain a Performance Guarantee in accordance with the Bidding Documents;
- (g) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements of the work.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award/Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) All information, statements and description in this bid are in all respect true, correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes/incorrect information are detected at any stage, we understand the bid will invite summarily rejection and forfeiture of bid security, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
- (j) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

FORM No. 2

TENDERER'S CREDENTIALS

S. No.	Description
1	For technical experience/competence, give details of similar completed works during the last three financial years (i.e. current Financial year and three previous Financial Years) in the proforma given in Form-2A
2	For financial capacity and organizational resources, give details of contractual payments received for the last three financial years (i.e current Financial year and three previous financial years) as per audited balance sheet certified by Chartered Accountant in the proforma given in Form-2B
3	Give constitution of your firm. Attach certified copies of legal documents in support thereof. Form-2C

Sign. of Tenderer(s)



For GM/CO/DDU

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FORM No. 2A (Part-1 of 2)

TECHNICAL ELIGIBILITY CRITERIA DETAILS

Details of the similar works completed (as per Para12.0 (i) (A) (1)
in Section -4 of Preamble and Scope of Works)

S. No.	Description	Details to be filled by Tenderer	
1	Contract Identification/ Contract Agreement No.		
2	Award date		
3	Date of Completion		
4	Role in Contract	Single Entity <input type="checkbox"/>	Partnership Firm <input type="checkbox"/>
5	Total Contract Value of COMPLETED Single works		
6	Total payment received against this contract before Tender Opening Date		
7	If member in a Partnership Firm, specify participation in total Contract amount	[insert a percentage amount]	Total contract amount in Rs.
8	Employer's Name: Address: Telephone/fax number E-mail:		
9	Description of the similarity in accordance with Criteria 12.0 (i) (A) (1)		

The bidder shall attach Certified completion certificates issued by the Employer.

Signature of the
Tenderer with Seal

FORM No. 2A (Part-2 of 2)

TECHNICAL ELIGIBILITY CRITERIA DETAILS

Details of the similar works completed (as per Para12.0 (i) (A) (2)
in Section-4 of Preamble and Scope of Works)

S. No.	Description	Details to be filled by Tenderer	
1	Contract Identification/ Contract Agreement No.		
2	Award date		
3	Date of Completion		
4	Role in Contract	Single Entity <input type="checkbox"/>	Partnership Firm <input type="checkbox"/>
5	Total Contract Value of COMPLETED Single works as per Para12.0 (i) (A) (2a&2b)		
6	Total payment received against this contract before Tender Opening Date as per Para12.0 (i) (A) (2a)		
7	Total payment received against this contract before Tender Opening Date as per Para12.0 (i) (A) (2b)		
8	If member in a Partnership Firm, specify participation in total Contract amount	[insert a percentage amount]	Total contract amount in Rs.
9	Employer's Name: Address: Telephone/fax number E-mail:		
10	Description of the similarity in accordance with Criteria 12.0 (i) (A) (2)		

The bidder shall attach Certified completion certificates issued by the Employer.

Signature of the
Tenderer with Seal

FORM No. 2B

FINANCIAL ELIGIBILITY CRITERIA DETAILS

Each Bidder or each member of JV must fill in this form separately.

Name of Bidder/ Partnership firm

Details of contractual payments received during the last three financial years and current financial year

Contractual payments received	
Year	Value of payment received in Rs. (Contract Receipts)
Current Year (2020-2021)	
2019- 2020	
2018- 2019	
2017–2018	
Total Contractual Payment	

Note: The details should be extracted from the audited balance sheet Certified by the Chartered Accountant or Form16-A issued by the Employer.

The bidder shall attach necessary documents in support of the above.

Signature of the
Tenderer with Seal

Signature, Seal & Registration No. of Chartered Accountant

Sign. of Tenderer(s)



For GM/CO/DDU

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APPLICANT'S PARTY INFORMATION FORM

Applicant name:

[insert full name]

Applicant's Party name:

[insert full name of Applicant's Party]

Applicant's Party country of registration:

[indicate country of registration]

Applicant Party's year of constitution:

[indicate year of constitution]

Applicant Party's legal address in country of constitution:

[insert street/ number/ town or city/ country]

Applicant Party's authorized representative information

Name: [insert full name]

Address: [insert street/ number/ town or city/ country]

Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes]

E-mail address: [indicate e-mail address]

1. Attached are copies of original documents of

☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.

☐ In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status.

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Signature of the
Tenderer with Seal

SUMMARY OF PRICES

From: _____

To,
 GM/CO / DDU
 DFCCIL

Dear Sir,

SUB.:- Tender for the work of Design, supply, erection, testing and commissioning of 132 KV, 3 phase Double circuit Transmission Line Crossing Modification work for DFC alignment at KM 548/8-10 in Sonenagar-ChirailaPauthu section in DDU unit of DFCCIL.

I/We the undersigned hereby offer the summary of prices for the subject work as under:

S.No.	Item	Total Prices (Rs)	%age above / par / below on Total Prices to be quoted by tenderers	
			In Figure	In Words
1	Total of Schedule Prices	1,81,78,219/-		
TOTAL				

Notes:

- The above prices are inclusive of all taxes, duties, levies etc. excluding GST as applicable on work contract. GST as applicable will be paid as per extant norms.
- The tenderer should quote single percentage above / par / below for all items.
- If the uniform percentage quoted by the Tenderer does not clearly indicate whether the rates are above/at par/below the estimated rates then through sign conversion it will be considered to be on plus side.

Signature of the Tenderer (s) with Seal

FORM No. 4

SAMPLE

AGREEMENT

CONTRACT AGREEMENT

THIS AGREEMENT ("Agreement") is made in GM/CO/DDU office on the day of

BETWEEN

(1) Dedicated Freight Corridor Corporation of India Limited, incorporated under the laws of India and having its principal place of business at, Pragati Maidan Metro Station Building Complex, New Delhi, India-110001 (hereinafter called 'the Employer'),

and

(2) -----, a company / corporation / JV incorporated under the laws of -----having its principal place of business at----- (herein after called "The Contractor").

WHEREAS in reference to a call for Tender for [Name of Work]. As per [Tender No] at Annexure "A" here to, the Contractor has submitted a Tender here to and where as the said Tender of the contractor has been accepted for the captioned work as per copy of the Letter of Acceptance of Tender No----- dated ----complete with enclosure at the accepted rates and at an estimated contract value of Rs. _____ (Rupees_ only). Now the agreement with witnesseth to that in consideration of the premises and the payment to be made by the Employer to the Contractor provided for herein below the Contractor shall supply all equipments and materials and execute and perform all works for which the said Tender of the Contractor has been accepted, strictly according to the various provisions in Annexure 'A' and 'B' hereto and upon such supply, execution and performance to the satisfaction of the Purchaser, the Purchaser shall pay to the contractor at the several rates accepted as per the said Annexure 'B' and in terms of the provisions therein.

IN WITNESS WHERE OF the parties hereto have caused their respective Common Seals to be here unto affixed/ (or have here unto set the irrespective hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the Employer

Sign. of Tenderer(s)



For GM/CO/DDU

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Signature of the authorized official
Name of the official

Signature of the authorized official
Name of the official

Stamp/seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

By the said

Name

Name

On behalf of the Contractor in the
presence of:

on behalf of the Employer in the
presence of:

Witness

Witness

Name

Name

Address

Address

Enclosures:-

1. Annexure 'A' -Tender Papers No.

2. Annexure 'B' -Letter of Acceptance of Tender No.

Dated

Along with Summary of Prices

FORM No. 5

SAMPLE

Name of the Bank :.....

GM/CO/DDU/ DFCCIL

Bank Guarantee Bond No.....

Acting through

(Designation Dated and address of contract signing authority)

PERFORMANCE GUARANTEE BOND

In consideration of the GM/CO/DDU/ DFCCIL acting through _____ (Designation & Address of Contract Signing Authority), Dedicated Freight Corridor Corporation of India Limited, New Delhi hereinafter called “DFCCIL”) having agreed under the terms and conditions of agreement/Contract Acceptance letter No. _____ dated _____ made between _____ (Designation & address of contract signing Authority) and _____ (hereinafter called “the said contractor(s)”) for the work _____ (hereinafter called “the said agreement”) having agreed for submission of an irrevocable Bank Guarantee Bond for Rs. _____ (Rs. only) as a performance security Guarantee Bond from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We (indicate the name of the Bank) hereinafter referred to as the Bank, under take to pay the Government an amount not exceeding Rs. _____ (Rs. _____ only) on demand by the government.
2. We _____ (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the GM/CO/DDU, Dedicated Freight Corridor Corporation of India Limited, DDU or (Designation & Address of contract signing authority, DFCCIL stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rs. _____ only).
3. (a) We _____ (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor (s) in any suit or proceeding pending before

any court or Tribunal relating to liability under this present being absolute and unequivocal.

(b) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____ (Designation & Address of contract signing authority) on behalf of the Government, certify 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.

5. (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity / extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we _____ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we _____ (indicate the name of the Bank) shall pay the Government the full amount guarantee on demand and without demur.

6. We _____ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or

for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor (s).
8. We _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid upto _____ (Date of completion plus 60 days beyond that). Unless extend on demand by Government. Notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restricted to Rs. _____ only) unless a demand under this guarantee is made on us in writing on or before we, shall be discharged from our liabilities under this guarantee thereafter.

Dated _____ the day of the for _____
(indicate the name of Bank)

Signature of Bank Authorize official
(Name):

Designation:

Full Address.

Witness:

1. _____

2.

FORM No. 6

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 General Manager /CO/ DFCCIL/DDU 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 the 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 stall 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 what so ever 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 Chief Project Manager/DFCCIL/DDU 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 here after becomes due to us under the said or any other Contract.

Dated this day _____ day of _____ 2020
for and on behalf of

M/s _____ (Contractor)

Signature of witness

Name of witness in Block letter.

Address.

**ECS / NEFT / RTGS
MANDATE FORM**

Date :-

To,
GM/CO/DDU

Sub : ECS / NEFT / RTGS payments

We refer to the ECS / NEFT / RTGS set up by DFCCIL for remittance of our payments using RBI's NEFT / RTGS scheme, our payments may be made through the above scheme to our under noted account.

Name of Bank	
Name of City	
Bank Code No	
Name of Bank Branch	
Branch Code No	
Address of Bank Branch	
Telephone Number of Bank Branch	
Fax No of Bank Branch	
Name of customer / Tenderer as per account	
Account Number of Tenderer appearing on cheque book	
Type of Account (S. B. / Current / Cash credit)	
IFSC code for NEFT	
IFSC code for RTGS	
9-Digit-code number of the bank and branch appearing on the MICR cheque issued by the bank.	
Details of Cancelled Cheque leaf	
Telephone no of tenderer	
Cell Phone Number of the tenderer to whom details with regard to the status of bill submitted to Accounts Office i.e Co6 & Co7 & Cheque Purchase Orders particulars can be intimated through SMS	
Tenderer's E - mail ID	

Confirmed by Bank signature of tenderer with stamp and address
Enclose a copy of crossed cheque

FORMAT FOR AFFIDEVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENT

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

Tender Notice No.....

Name of Work:.....

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 (..... Railway), 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 document from the website www.tenderwizard.com. 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 evolution of tenders, execution of work of final payment of the contract, the master copy available with the DFCCIL shall be final and binding up 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 document/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 for the information and documents, submitted by us.
7. I/we understood that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/we (insert name of the

tenderer)**..... and all my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance guarantee besides any other provided in the contract including banning of business for five year on entire DFCCIL.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

Attestation before Magistrate/Notary Public

FORM No. 9

Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No. _____

Dated : _____

Sub : (i) _____ (name of work).

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

Ref: _____ (Quote specific application of Contractor
for extension to the date received) _____

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').
2. Expecting that you may be able to complete the work, if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from _____ to _____.
3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of _____ (give here the stipulated date for completion with/without any penalty fixed earlier) will be recovered from you as mentioned in Clause, 17-B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.
4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.
5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.
6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by ____ (here mention the extended date), further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully,

For and on behalf of the Employer

Name of the Official:-

Stamp/Seal of the Employer

FORM No. 10

Registered Acknowledgement Due

PROFORMA OF 7 DAYS NOTICE

DFCCIL

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work.
2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.
3. As you have failed to abide by the instructions issued to commence the work/to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer

Name of the Official:-

Stamp/Seal of the Employer

PROFORMA OF 48 HRS NOTICE

DFCCIL

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.
2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will stand rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer
Name of the Official:-

Stamp/Seal of the Employer

Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE
DFCCIL
(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer
Name of the Official:-

Stamp/Seal of the Employer

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on-----day of the month of----- 2020, between, on one hand, the DFCCIL acting through Shri ----- Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s----- represented by Shri -----Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFOR,

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

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

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

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

Commitments of the CLIENT

1. The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any

person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].

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

Commitments of BIDDERS

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

- 3.4 * [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without Supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or Indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Bidder's firm, the same shall be disclosed by the [A] at the time of filling of tender.

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

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

4. Previous Transaction

4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices 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 [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the [A] shall deposit an amount ___ as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:-

1. Bank draft or a pay order in favor of _____.
2. 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.
3. Any other mode or through any other instrument (to be specified in the RFP).

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

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

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

6.0 Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required :-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
 - (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
1. To cancel all or any other contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the [A].
- (vi) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
 - (vii) To recover all sums paid in violation of this pact by [A]) to any middleman or agent or broker with a view to securing [B] the contract.
 - (viii) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the same shall not be opened.
 - (ix) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The client will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]), of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A].

However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

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

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

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

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

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

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

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

13. The parties hereby sign this integrity pact at on

CLIENT

BIDDER

Name of the officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt./Ministry/PSU

Witness

witness

1.

2.

Note:

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

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

**** End of Tender Document****