डेडीकेटेड फ्रेट कोरीडोर

Tender No. DFC-PRYJ(E)-EN-MAINT-22-04

For

Track Maintenance of Double Line BG track of length approx. 430 TKM including DFCCIL Yards, All Link lines, Formation, IMP Bridges, Major and Minor bridges, Civil works like buildings (i.e. Station, IMD/IMSD/ALH/RH and others residential/office buildings) in DDU-PRYJ section of PRYJ(E) Unit of Eastern Dedicated Freight Corridor.

E-TENDER DOCUMENT
TECHNICAL BID
December -2022

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

CGM OFFICE/PRYJ(E)
Chief General Manager, DFCCIL
2nd floor, DFCC Operation Control Centre,
Subedarganj (Opposite IOCL campus)

Prayagraj -211012, Uttar Pradesh, India

CORPORATE OFFICE
DFCCIL, 5th Floor, Supreme Court Metro Station Building,
New Delhi-110001

Signature of Tenderer (s) with Seal

Signature Not Verified
Digitally signed by ARVIND KUMAR PANDEY
Date: 2022.12.16 15:07:26 IST
Reason: IREPS-CRIS
Location: New Delhi

Tender No.: DFC-PRYJ(E)-EN-MAINT-22-04

INDEX

PART	DESCRIPTION	PAGE NO.
PART - I	Instructions to bidders for Online bidding & Check List	3-7
PART – II	General Information / Data sheet	8-10
PART – III	General Instructions to Tenderers	11-58
PART – IV	Special Conditions of Contract (General)	59-86
PART – V	Special Conditions of Contract (Safety Precautions)	87-97
PART - VI	Special Conditions of Contract (Technical) & Technical Specifications	98-114
PART - VII	Tender Forms & Annexures	115-196

Note: - Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats. Offers submitted without Mandatory documents shall be summarily rejected.

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Instructions to Bidders

For

Online Bidding & Check List

PART - I

A. Instructions to bidders for online bidding

General: - Submission of Online Bids is mandatory for this Notice Inviting Tender. E - Tendering is new methodology for conducting Public Procurement in a transparent and secured manner. Supplier/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL has decided to use the portal (ireps.gov.in), a Government of India Undertaking. Benefits to Suppliers/ service providers are outlined on the Home page of the portal.

Instructions: -

1. **Bidding Methodology:** Online Bid System
2. **Broad outline of activities from Bidders perspective: -**
   a. Procure a Digital Signing Certificate (DSC)
   b. Register on Electronic Tendering System (ETS)
   c. Create Users and assign roles on ETS
   d. View Notice Inviting Tender (NIT) on (ETS)
   e. Download Official copy of Tender Documents from ETS.
   f. Clarification to Tender Documents on ETS - Query to DFCCIL (Optional) - view response to queries posted by DFCCIL through addenda.
   g. Bid Submission on ETS: Prepare & arrange all documents/ papers for submission of bid online.
   h. Attend Public Online Tender Opening Event (TOE) on ETS.
   i. Post TOE clarification on ETS (Optional). Respond to DFCCIL's post – TOE queries.For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.
3. **Digital Certificate:**
   For integrity of data and its authenticity/ non repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authority (CCA) (refer http://www.cca.gov.in).

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

5. Physical copy of the tender documents would not be sold/accepted.

6. List of Contact persons for this tender details of DFCCIL

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DFCCIL Contact- 1	**Sh. Yashpal Kumar,** **Dy. CPM/ENGG/PRYJ(E)**
Telephone/Mobile No.	--
E-mail ID	**yashpal@dfcc.co.in**
DFCCIL Contact- 2	**Sh. A.K. Pandey, Dy.PM/ENGG/PRYJ(E)**
Telephone/Mobile No.	**7897412004**
E-mail ID	**akpandey@dfcc.co.in**
DFCCIL Contact- 3	**Sh. Jitendra kumar, JPM/ENGG/MZP**
Telephone/Mobile No.	--
E-mail ID	--

7. Modification / Withdrawal of bids:

i. The Bidder may modify/ withdraw its e- bid after submission prior to the Bid Due Date & time. No Bid shall be modified / withdrawn by the Applicant on or after the Bid Due Date & time.

ii. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

iii. For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.

iv. For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

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

9. Other instructions

a. It is recommended that the Tenderer/vendor should visit the portal (ireps.gov.in), peruse the information provided under the relevant links and login to it and upload documents of bid.

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b. DFCCIL reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.

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B. Check list for Mandatory Annexures: -

Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats. Offers submitted without Mandatory documents shall be summarily rejected.

10.1 Annexure I (Firm Details), Annexure II (Tender Certificate), Annexure IV-A/IV-B/IV-C (Completion Certificate), Annexure-V (Bid Capacity), Annexure-D, Annexure-XIX, Annexure VIII (CA certificate on letterhead), Annexure XXIII (Information regarding Railway/DFC/Gazetted Employee) any other Annexures as applicable.

10.2 In addition to above following documents are also mandatory as applicable.

Annexures as per Clause 16.2 of General Instruction to Tenderers (As applicable)

10.2.1 **For Sole Proprietorship Firm:** Annexure IX & Annexure XIV and also other documents as applicable as para 16.2.1

10.2.2 **For HUF Firm:** Annexure XXIX & Annexure XXX As and also other documents as applicable as para 16.2.2

10.2.3 **For partnership Firm:** Annexure XIII (Annexure XXXI if newly formed partnership firm; Annexure XXXII for existing partnership firm and also other documents as applicable as para 16.2.3

10.2.4 **For Companies registered under Companies Act 2013:** Annexure XV; Annexure XXXIII; and also other documents as applicable as para 16.2.4

10.2.5 **For LLP Firm registered under LLP Act 2008:** Annexure XXI; Annexure XXV; Annexure XXXI; Annexure XXXII and also other documents as applicable as para 16.2.5

10.2.6 **For registered Society & Registered Trust:** Annexure XXII and also other documents as applicable as para 16.2.6

10.2.7 **For JV Firm:** Applicable for Tender value more than 10Cr (Please refer para 16.2.7)

10.2.7.1 **Sole Proprietorship firm participating as member of JV –** Annexure-I & XII and also other documents as applicable as para 16.2.7.1.

10.2.7.2 **HUF (Hindu Undivided Family) participating as member of JV –** Annexure-XXIX & XII also other documents as applicable as para 16.2.7.2

10.2.7.3 **Partnership Firm participating as member of JV-** Annexure – XI & XVIII also other documents as applicable as para 16.2.7.3

10.2.7.4 **Company Participating as member of JV –** Annexure – XII & XVII also other documents as applicable as para 16.2.7.4

10.2.7.5 **LLP Firm participating as member of JV-** documents as applicable as para 16.2.7.5

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GENERAL INFORMATION / DATA SHEET

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PART - II

GENERAL INFORMATION / DATA SHEET

Tender Notice No.	**DFC-PRYJ(E)-EN-TRACK-MAINT-22-04**
Name of the work	Track Maintenance of Double Line BG track of length approx 430 TKM including DFCCIL Yards, All Link lines, Formation, IMP bridges, Major and Minor bridges, Civil works like buildings (i.e. Station, IMD/IMSD/ALH/RH and others buildings) in DDU-PRYJ Section of PRYJ(E) Unit of Eastern Dedicated Freight Corridor.
Tender Value	Rs. 15,46,77,782/- Including GST (Rupees Fifteen Crore Forty-Six Lakhs Seventy Seven Thousand Seven Hundred Eighty-Two).
Period of Completion	**24 months**
Type of Bid	Open E-Tender (**Two Packet**)
Earnest Money	Rs. 30,00,000/-(Thirty lakhs Rupees) The Earnest Money shall be deposited through e-payment mode at www.ireps.gov.in
Last Date and Time of Downloading of Tender from website ireps.gov.in and www.dfccil.com	**NIT and Tender Document can be viewed after 15:00 Hours of 20.12.2022 and Bidding can be started from 29.12.2022 and can be submitted up to 15.00 Hrs of 12.01.2023 through www.ireps.gov.in**
Date and Time of start and submission of Tender on website ireps.gov.in	**NIT and Tender Document can be viewed after 15:00 Hours of 20.12.2022 and Bidding can be started from 29.12.2022 and can be submitted up to 15.00 Hrs of 12.01.2023 through www.ireps.gov.in**
Date and Time of Opening of Tender	**15:30 Hrs. of 12.01.2023**
E-tendering website	www.ireps.gov.in For any help, please contact IREPS Helpdesk at 011-23761525 (10 Lines)
Issue of Corrigendum, if any	**Upto 15 days prior** to the last date of submission (on websites **www.ireps.gov.in** and **www.dfccil.com**)
Pre-Bid Meeting	Not Applicable
Validity of offer	60 days from the date of opening of the Technical Bid of the Tender
Security Deposit	5% of Contract value
Performance Bank Guarantee	Performance Guarantee (PG) have to be submitted within 21 (twenty one) days from the date of issue of Letter of Acceptance (LOA), amounting to three percent (3%) of the contract value in the form as given in clause 16.4 of GCC.

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NOTE:

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

2. **Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats. Offers submitted without Mandatory documents shall be summarily rejected.**

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PART –I
Chapter-III

GENERAL INSTRUCTIONS TO TENDERERS

PART-I
Chapter- III

1.0	Indian Railways Standard General Conditions of Contract, CPWD Specifications 2019 Vol I & II and Indian Railways Unified Standard Specifications (IRUSS Works and Materials) of as amended/corrected up to latest correction slips, copies of which can be seen in the office For the purpose of this tender in DFCCIL, stipulations and conditions as specified in Indian Railways Standard General Conditions of Contract slips (will be referred as GCC- 2020 in the document) as amended/corrected up to latest correction will be applicable, copies of which can be seen in the office of CGM/GM/Co, DFCCIL, Prayagraj (East).
1.1	**DEFINITIONS AND INTERPRETATION** **(A) Definition: -** In these General conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires: - a. "Railway" shall mean the President of the Republic of India or the Administrative Officers of the DFCCIL or of the Successor DFCCIL authorized to deal with any matters which these presents are concerned on his behalf. b. "Engineer" and Employer's Engineer shall mean the Chief General Manager/General Manager-Co of DFCCIL appointed by DFCCIL. c. "Engineer's Representative" shall mean the JPM /APM / PM / Dy. CPM / Add. CGM of DFCCIL in direct charge of the work and shall include any Jr. Executive /Executive/Sr. Executive, JPM/APM/PM /Dy.CPM/CGM/GM of DFCCIL of Civil Engineering / Signal & Telecommunication Engineering / Electrical Engineering Department appointed by the DFCCIL and shall mean and include the Engineer's Representative of the successor DFCCIL. d. "Contractor" shall mean the person / Firm / Company whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns. e. "Contract" shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of 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. f. "Works" shall mean the works to be executed in accordance with the contract. g. "Specifications" shall mean the Specifications for materials and works referred / mentioned in tender documents. h. "Schedule of rates" shall mean the schedule of rates issued under the authority of the CGM/GM-Co from time to time and shall as contained in CPWD-DSR-2018 also include Rates specified in tender document. i. "Drawing" shall mean the maps, drawings, plans and tracings or prints there

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	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. j. "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 do not include materials or other things intended to form or forming part of the permanent work. k. "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works. l. "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract. m. "Period of Maintenance" shall mean the defect liability period from the date of completion of the works as certified by the Engineer. **(B) Singular and Plural**:- Words importing the singular number shall also include the plural and vice versa where the context requires. **(C) Headings & marginal headings:-**The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.
1.2	Schedule of Rates, CPWD Rates Vol I, II- 2018 as amended / corrected up to latest correction slips, IR specifications/Guidelines updated with correction slips, relevant BIS codes updated with correction slips. (Applicable for execution of Works based on CPWD Rates). Stipulations and conditions as specified in CPWD-Specifications-2019 Volume 1 & 2 in the document as amended/corrected up to latest correction will be applicable, copies of which can be seen in the office of CGM/GM/Co, DFCCIL, Prayagraj (East).
1.3	All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2.0	**Drawings for the Work:** The Drawing for the work can be seen in the office of CGM, DFCCIL, Prayagraj (East), at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time. **As per Clause No. 2 of tender form 2nd sheet Annex.I Part-I of GCC APRIL-2022, with up to date correction slip**
3.0	**Tender Form:** Tender Forms shall embody the contents of the contract documents either directly or by reference, e-Tender Forms shall be issued free of cost to all tenderers. **As per Clause No.3 of Part-I of GCC APRIL-2022 , with up to date correction slip**

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3.1	Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website. **As per Clause No. 1.2 (n) of Part-I of GCC APRIL-2022, with up to date correction slip**
3.2	The Tenderer(s) shall quote his / their rates as a percentage above or below the Schedule of Rates of DFCCIL except where he/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the DFCCIL. The DFCCIL does not guarantee work under each item of the Schedule. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by DFCCIL. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered. **As per Clause No. 3 of tender form2ndsheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.**
4.0	Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tenderer(s) in his/their entries must be attested by him / them. **As per Clause No. 4 of tender form 2ndsheet Annex. I Part-I of GCC APRIL-2022 , with up to date correction slip**
5.0	**EARNEST MONEY**
5.1	For the subject tender, the Earnest Money deposit shall be Rs. 30,00,000/- and shall be governed by Para 5.1.1/ 5.1.2/5.1.3 below.

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5.1.1	(a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. Note : (i) The earnest money shall be rounded off to the nearest Rs. 100. This earnest money shall be applicable for all modes of tendering. (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit detailed above. (iii) Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above. (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not rescind from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL. (c) If his tender is accepted this earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon. **As per Clause No. 5 – 1 (a) of Part-I of GCC APRIL-2022, with up to date correction slip**
5.1.2	The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-Z** and shall be valid for a period of 90 days beyond the bid validity period. **As per Clause No. 5 –(2) of Part-I of GCC APRIL-2022, with up to date correction slip**
5.1.3	In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured: i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender. ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of

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	deadline of submission of bids. iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender. v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected. vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification **"Bid for the ***** Project"** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope. vii. The envelope shall be addressed to the officer and address as mentioned in the tender document. viii. If the envelope is not sealed and marked as instructed above, the DFCCIL assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder. **As per Clause No. 6 of Tender Form (second sheet) Annex.I of Part-I of GCC APRIL-2022, with up to date correction slip**
	Annexure –Z **(Bid Security)** Bank Guarantee Bond from any scheduled commercial bank of India (On non-judicial stamp paper, which should be in the name of the Executing Bank). **Name of the Bank: ----------** CGM, DFCCIL/Prayagraj (East), Acting through ……, …….. DFCCIL, Beneficiary: CGM DFCCIL Prayagraj (East) Date:..... Bank Guarantee Bond No.: Date:-------- In consideration of the CGM, DFCCIL/Prayagraj (E) acting through General Manager/Co-ord, Prayagraj (E) **(Designation & address of Contract Signing Authority)**, Prayagraj (E), DFCCIL, ……., …. (hereinafter called "The DFCCIL") having invited the bid for _____through Notice inviting tender (NIT) No.._____, We have been informed that . . . . . [Insert name of the Bidder]..... (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") . WHEREAS, the Bidder is required to furnish Bid Security for the sum of **[Insert**

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required Value of Bid Security], in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS, ... **[Insert Name of the Bank],** with its Branch ..... **[Insert Address]** having its Headquarters office at..... **[Insert Address],** hereinafter called the **Bank,** acting through ..... **[Insert Name and Designation of the authorized persons of the Bank],** have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the CGM DFCCIL Prayagraj (E):

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank],** being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the CGM DFCCIL Prayagraj (E) full amount in the sum of **[Insert required Value of Bid Security] as above stated.**

2. The Bank undertakes to immediately pay on presentation of demand by the DFCCIL any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the DFCCIL on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by DFCCIL without any reference to the Bidder and without the DFCCIL being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the DFCCIL and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by DFCCIL at any time.

6. This guarantee will remain valid and effective from……**[insert date of issue]** till …….. **[insert date, which should be minimum 90 days beyond the expiry of validity of Bid].** Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

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8. The expressions Bank and DFCCIL herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the DFCCIL. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

A/C No.	302701010652600
IFSC CODE	UBIN0546836
IFSC TYPE	BRANCH
BANK NAME	UNION BANK OF INDIA
BRANCH NAME	UBI MOTI BAGH
CITY NAME	NEW DELHI-110066

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the DFCCIL. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the DFCCIL.

Date ……

Place……. Bank's Seal and authorized signature(s)

[Name in Block letters] ……....

[Designation with Code No.]……..…....

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal
2 Signature, Name& address & Seal Bank's Seal
[P/Attorney]No.

Note: 1. All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

Signature of Tenderer (s) with Seal

	2. This bank detail only use for submission of Bid Security in the form of Bank Guarantee.
6.0	**Rights of the DFCCIL to deal with Tender:** The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders. **As per Clause No. 7 of Tender Form (second sheet)Annex.I of Part-I of GCC APRIL-2022,with up to date correction slip**
6.1	If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage. **As per Clause No. 8 of Tender Form (second sheet) Annex. I of Part-I of GCC APRIL-2022, with up to date correction slip**
6.2	If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the DFCCIL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the DFCCIL shall deem such tender as cancelled, unless the firm retains its character. **As per Clause No. 9 of Tender Form (second sheet) Annex. I of Part-I of GCC APRIL-2022 , with up to date correction slip**
7.0	**SYSTEM OF TENDERING**
7.1	**(Not Applicable in this tender)** **Two Packets System of Tendering:** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted for contract valuing more than **Rs. 10 crores** or as advised by DFCCIL Board time to time by updated policy guide lines. For Works and Service tenders of value more than Rs. 50 Cr., the **Clause no. 26.0** of **Electronic Reverse Auction will be applicable** **As per (a) Clause No. 7A of Part-I of GCC APRIL-2022, with up to date correction slip**

Signature of Tenderer (s) with Seal

7.2	**Single Packet Tender-:** In case of tenders costing less than Rs. 10 Crore single packet tender system will be followed and technical & financial offer of the tenderer/s shall be opened and evaluated at the same time.
7.3	Tenderer should submit the offer with due diligence after going through the tender documents.
7.4	**(Not Applicable in this tender)** Pre Bid Conference: Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, DFCCIL shall conduct Pre Bid Conference(s) with the prospective bidders.
7.5	**Make in India:-** Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders. **As per Clause No. 7B of Part-I of GCC APRIL-2022, with up to date correction slip**
7.6	**Permission to Bid for a bidder from a country which shares Land boundary with India:** Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.
7.7	**Clarification of Bids:** To assist in the examination, evaluation & comparison and prequalification of the Tender, the DFCCIL may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the DFCCIL shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

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8.0	**Execution of Contract Document:** The tenderer whose tender is accepted shall be required to appear in person at the office of CGM/GM-Co, DFCCIL, Prayagraj (E), as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear and execute the contract agreement within seven days of notice from DFCCIL that the Contract Agreement is ready. The Contract Agreement shall be entered into by DFCCIL only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the DFCCIL shall be entitled to forfeit the full amount of the Earnest Money and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work. **As per clause No. 8 of Part-I of GCC APRIL-2022, with up to date correction slip**
8.1	In case, the particular work is charged to EBR (IF), then the Indian Railway Finance Corporation (IRFC) shall also be the party in the contract agreement. After submission of valid performance guarantee, the contract agreement shall be entered into between Indian Railways (IR), Indian Railways Finance Corporation (IRFC) and the tenderer, whose tender is accepted. The Contract Agreement shall be signed as per Annexure XXVIII of the STD. The format at Annexure IV of GCC APRIL-2022 shall not be applicable for Contract Agreement of EBR (IF) funded contracts. **As per Railway Board's letters no 2018/AC-II/1/57(pt.) dated 20.03.20 for EBR(IF) funded contracts.**

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9.0	**Documents to be Submitted Along with Tender** (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / HUF/Company / Joint Venture (JV) / Registered Society / Registered Trust / LLP etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, authorized signatory and copy of PAN Card along with their tender as per proforma given in Annexure I (mandatory). Tender shall be submitted and signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be. (ii) The various documents to be submitted by the tenderer are as per clause 14 (ii) of the GCC APRIL-2022, the tenderer shall ensure submission of mandatory document as listed in para 16 below along with the offer. (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender. (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF etc. shall be neither asked nor considered, if not submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway/DFCCIL's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted. (v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions. (vi) The DFCCIL will not be bound by any change in the composition of the firm made subsequent to the submission of tender. DFCCIL may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor. **As per Clause No. 14 of Tender Form (second sheet) Annex. I of Part-I of GCC APRIL-2022, with up to date correction slip.**
10.0	The tenderer whether sole proprietor/ HUF/ Company or a partnership firm / LLP / joint venture (JV) / registered society / registered trust etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any

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	claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected. **As per Clause No. 15 of Tender Form (second sheet) Annex. I of Part-I of GCC APRIL-2022, with up to date correction slip**
11.0	**Employment/Partnership etc. of Retired Railway/DFCCIL Employees:** (a) Should a tenderer
	i) be a retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the Railways/DFCCIL owned and administered by the President of India for the time being, OR ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement, OR iii) being an incorporated company have any such retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement as one of its directors AND in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender THEN the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the Railways/DFCCIL owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his

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	employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer. (c) Should a tenderer or Contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of proprietorship firm/ partnership firm/ company / joint venture (JV) / registered society / registered trust/ LLP/ HUF etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the Engineering or any other department of the Railways/DFCCIL, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in clause 62 of standard general conditions of contract. **Note:-**If information as required as per 11 (a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of Contract. **As per Clause No. 16, of Tender Form (second sheet) Annex. I of GCC APRIL-2022, with up to date correction slip.**
12.0	**Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof. **As per Clause No. 4 of Part-I of GCC APRIL-2022, with up to date correction slip**

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13.1(A)	(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive in accordance with the provisions of Clause-37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer. (As per Clause No. 6 (a)(i) of G.C.C. 2020 Part-I with up to date correction slip) (ii) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective State'searnest State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderer(s) will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates. (As per Clause No. 6 (a) (ii) of G.C.C. 2020 Part-I with up to date correction slip) (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority. (As per Clause No. 6 (a) (iii)of G.C.C. 2020 Part-I with up to date correction slip) (iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority. **As per Clause No. 6(a)(iv) of Part-I of GCC APRIL-2022, with up to date correction slip.**
13.1(B)	When work is tendered for by a firm or company, the tender shall be digitally signed by the individual legally authorized to enter into commitments on their behalf. **As per Clause No. 6(b) of Part-I of GGC-2020, with up to date correction slip**
13.1(C)	In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hic-cups and delay in uploading the Documents and payment of Earnest Money etc. Tenderers/Prospective bidders are advised to upload their offer well in time. DFCCIL will not be responsible for any delay/non submission of offer due to any reason whatsoever.
13.1(D)	The DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the

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	contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor. **As per Clause No. 6 (c) of Part-I of GCC APRIL-2022, with up to date correction slip.**
13.2	The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as **Annexure-II.** Non submission of the certificate by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. **As per Clause No. 6.1 of Part-I of GCC APRIL-2022, with up to date correction slip.**
14	**RIGHT OF DFCCIL TO DEAL WITH TENDERS**
14.1	If, the DFCCIL decides to negotiate, in view to bring down the rates, the tenderer, who is called for negotiation, shall furnish the following form of declaration before commencement of the negotiation: I/we ……. do declare that in the event of failure of the contemplated negotiations relating to Tender No. …….dated…….. Opened on …..……. my original tender shall remain open for acceptance on its original terms and conditions up to the date specified in the tender or the date extended by mutual agreement from time to time.
14.2	**The tenderer/s are required to quote his/their rates as % (percentage) Above/Below /At Par in figures on IREPS while submitting his/their offer.**
15.0	**ELIGIBLITY CRITERIA**
15.1.1	**Technical Eligibility Criteria** The tenderer must have successfully or substantially* completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: Three similar works, each costing not less than the amount equal to30% of advertised value of the tender, **OR** Two similar works, each costing not less than the amount equal to 40% of advertised value of the tender, **OR**

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	One similar work, each costing not less than the amount equal to 60%of advertised value of the tender. **Note: "The similar nature of work is defined is "Track maintenance work in Indian Railways/Railway PSUs"** ***To be read along with 15.9**
15.1.2	**Technical Eligibility Criteria for JV** ('a' or 'b' mentioned hereunder)**:** **For Works without composite components: -** The technical eligibility for the work as per para 15.1.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead Manager of the JV'. Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 15.1.1 above, shall have technical capacity of minimum 25% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 25% of advertised value of the tender. **(a) For works with composite components:-** **Note for Clause 15.1.2:** Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration. **As per Clause No. 17.0-17.14 and clause 17.15 of Tender Form (second Sheet) of Annex. I of Part-I of GCC APRIL-2022, with up-to-date correction slip**
15.2	**Financial Eligibility Criteria:** The tenderer must have minimum average annual contractual turnover of **V/N crores**; where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. **minimum average annual contractual turnover for this bid is Rs. 7,73,38,891.00** The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per **Annexure-VIB of GCC APRIL-2022**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by

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	Audited Balance Sheet. Note : Client certificate from other than Govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India. **As per Clause No. 10.2 of Tender Form (second Sheet) of Annex. I of Part-I of GCC APRIL-2022, with up to date correction slip.**
15.2.1	**Financial Eligibility for JV-** Criteria The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 15.2 above. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 15.2 above. The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "Financial capacity" to satisfy this requirement. Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration. **As per Clause No. 17.15.2 of Tender Form (second Sheet) of Annex. I of Part-I of GCC APRIL-2022, with up to date correction slip**
15.3	**(Not Applicable in This Bid)** **Bid Capacity:** The tender/technical bid will be evaluated based on bid capacity formula detailed as **Annexure-VI of GCC APRIL-2022.** **As per Clause No. 10.3 of Tender Form (second Sheet) of Annex.I of Part-I of GCC APRIL-2022, with up to date correction slip.**
15.3.1	**Bid Capacity for JV- (NOT APPLICABLE IN THIS BID)** The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 15.3 above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement. **As per Clause No. 17.15.3 of Tender Form (second Sheet) of Annex.I of Part-I of GCC APRIL-2022, with up to date correction slip.**
15.4	**No Technical and Financial credentials are required for tenders having value up to Rs 50 lakh.**

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15.5	<u>Note to Para 15</u> (i) Certificate issued by Chartered Accountants based on the audited balance sheets will also be accepted. (as per Annexure-VIII) The criteria for completed works shall be as under :- (ii) Entire work has to be completed in all respects as per contract agreement. Part completed work shall not be considered. (iii) Completion certificate from following organizations shall only be considered: (a) The work(s) should have been directly awarded to the tenderer by Govt. Organization/ Semi Govt. Organization/ Public Sector Undertaking / Autonomous bodies/ Municipal Bodies/Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender. The credentials of a wholly owned subsidiary of a parent company will also be considered in respect of works mentioned above if tender is submitted by the parent company. (b) Completion certificate should be as per proforma given in Annexure- IV-A or IV-B or IVC, as applicable or in the format containing all information required as per the Annexure- IV-A or IV-B or IV-C. (c) Work experience certificate issued by Public listed company shall be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate the relevant copy of work order, bill of quantities bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received an copy of final/last bill paid by company in support of above work experience certificate. Details of works physically completed should be submitted in the proforma as per 'Annexure-III'. (iv) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered. In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deduction is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deduction is to be considered.

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	However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility. (v) The amount given at Sr. No. 11 in proforma vides Annexure-IV for the completion certificate will be the value of completed work, if nomenclature of work as given in completion certificate matches with similar nature work. (vi) The amount mentioned at Sr. No. 12 in 'Annexure-IV' for the completion certificate shall be the value of completed work if the nomenclature of completed work includes additional components of work which are not matching with similar nature of works. (vii) Certificate from private individuals for whom such works are executed shall not be considered for eligibility. (viii) Conditional tenders are liable to be rejected straight away. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. (ix) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered. In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deduction is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deduction is to be considered. However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility. (x) The amount given at Sr. No. 11 in proforma vide Annexure-IV for the completion certificate will be the value of completed work, if nomenclature of work as given in completion certificate matches with similar nature work. (xi) The amount mentioned at Sr. No. 12 in 'Annexure-IV' for the completion certificate shall be the value of completed work if the nomenclature of completed work includes additional components of work which are not matching with similar nature of works. (xii) Certificate from private individuals for whom such works are executed shall not be considered for eligibility. (xiii) Conditional tenders are liable to be rejected straight away. DFCCIL reserves the

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	right to reject such tenders summarily without assigning any reasons whatsoever. **As per Clause No. 10.1 of Tender Form (second Sheet) of Annex. I of Part-I of GCC APRIL-2022, with up to date correction slip**
15.7	Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published. **As per Clause No. 10.1 of Tender Form (second Sheet) of Annex. I of Part-I of GCC APRIL-2022, with up to date correction slip.**
15.8	If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to subcontractor by a Govt. organization or public listed company as defined in Note for Item l0.l part-I of GCC, the same shall be considered for the purpose of fulfilment of credentials.
15.9	Explanation for clause 15 (clause 15.1 to 15.6) - Eligibility Criteria: 1) Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender. 2) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials. 3) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.

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	4) In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work. 5) In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work. 6) If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet) of GCC APRIL-2022, the same shall be considered for the purpose of fulfilment of credentials. 7) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility. 8) In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3*0.2*value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc. 1) In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

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	2) In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc. 3) Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A & B partners in any other partnership firm or propriety firm without leaving partnership firm of A & B partners. 4) In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor. 5) If percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value. 6) In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB. 1) In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm. 2) In case company A is merged with company B, then company B would get the credentials of company A also.
16.0	**<u>THE LIST OF DOCUMENTS TO BE UPLOADED FOR THIS TENDER</u>** **(Note: - Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats. Offers submitted without Mandatory documents shall be summarily rejected.)**
16.1	Following documents are common for all types of firm i.e. Sole proprietorship, Partnership, Limited Liability Partnership Firm, Registered Society/ Trust, Limited Company or JV.
(a)	Firm details as per proforma given in **Annexure-I (Mandatory).**
(b)	A Copy of the Certificate as per Performa given in **Annexure-II (Mandatory).**
(c) (i)	List of similar nature of works physically completed in all respects during last 7 years, ending last day of month previous to one in which tender is invited, shall be

Signature of Tenderer (s) with Seal

	submitted as per Performa given in **Annexure-III** **for works** (i) directly awarded by Govt./Semi Govt./Public sector undertaking / Autonomous bodies /Municipal bodies/ Railway Siding owners (ii)Concessionaire (to whom the work is awarded by Indian Railways/ DFCCIL/CPWD /NHAI/ PWD/State Road Development Corporation on PPP/DBFOT or any other mode) (iii) Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender **Note**- Works under item (ii) are to be submitted only for tenders costing Rs.50.00 Cr. and above
(c) (ii)	Details of similar nature of works successfully during last seven years, ending last day of month previous to the one in which tender is invited as per Performa given in Annexure-III
(d)	Attested copy of Completion Certificate of works mentioned in para (c) above from the Organizations with whom they worked as per proforma given in **Annexure-IV-A or IV-B or IV-C** as applicable**. (Mandatory)**
(e)	**Secondary Components- (Not Applicable in this Tender).**
(f)	List of works on hand, existing commitments and balance amount of ongoing works as per format given in 'Annexure-V Duly verified by Chartered Accountant to evaluate bid capacity of the tenderer (Mandatory for tender value more than Rs. 20 crores) (Mandatory)
(g)	A statement showing construction works executed and payment received during the previous three financial years and the current financial year (up to date of inviting tender), taking into account the completed as well as work in progress as per Annexure-XIX on the letter head of Chartered Accountant, to evaluate bid capacity of the tenderer (Mandatory for tender value more than Rs. 20 Crores)
(h)	List of plants & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in **Annexure–VI**.
(i)	List of Personnel, Organization available on hand and proposed to be engaged for the subject work in **Annexure –VII**.
(j)	Earnest money should be in proper form. Earnest Money by the tenderer only through net banking or payment gateway in favour of CGM DFCCIL, Prayagraj (E) or as mentioned in the tender document.
(k)	Contractual Receipts for the last three years and current financial year with

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	supporting documents required as per **Annex. VIII (Mandatory.)**
(l)	Self-attested copy of Permanent Account Number (PAN) issued by Income Tax Department.
(m)	**Not required for this tender** The tenderers are required to submit the test report of the stone ballast conforming to DFCCIL specifications as given in RDSO specification. (Applicable only for the tenders of supply of ballast). **(**Mandatory if marked as required) *
(n)	The tenderers are required to submit the information and particulars regarding retired Railway/DFCCIL Engineer(s)/Officer(s) of the Gazetted rank and regarding Relative(s) employed in Gazetted capacity on DFCCIL as per proforma given in Annexure **XXIII. (Mandatory).**
16.2	In addition to Para 16.1 above certain more documents are to be submitted by tenderers as per status of their firms and are **mandatory.** These documents are listed below
16.2.1	**FOR SOLE PROPRIETORSHIP FIRM** a) Affidavit as per proforma given of **Annexure –IX (**duly executed on stamp paper and notarized**).** b) Special power of Attorney to be submitted by sole proprietor firm as per proforma given in **Annexure XIV**(duly registered with the Registrar or notarized). (Not required if tender documents are submitted by proprietor himself as per (a) above)
16.2.2	**FOR HUF (HINDU UNDIVIDED FAMILY)** *(a)* Affidavit as per proforma given of **Annexure –XXIX (**duly executed on stamp paper and notarized**).** *(b)* Special power of Attorney to be submitted by the HUF as per proforma given in **Annexure XXX** (duly registered with the Registrar or notarized). (Not required if tender documents are submitted by Karta of the HUF, himself as per (a) above)
16.2.3	**FOR PARTNERSHIP FIRM** a) A copy of Partnership Deed (Notarized or duly registered with the Registrar prior to date of tender opening as per the Indian Partnership Act) (b) Special Power of attorney to be submitted by Partnership firm in favour of the individual to sign the tender on behalf of the firm and create liability against the firm as per proforma given in **Annexure-XIII** (duly registered with the Registrar or notarized). (Required even if one or more partners are authorized in Partnership deed itself to sign on behalf of the firm as given in (a) above. (c) Declaration by the newly formed partnership firm as per proforma given in Annexure-XXXI. (mandatory if tenderer is newly formed partnership firm) (d) Declaration by the existing partnership firm as per proforma given in Annexure-

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	XXXII.(mandatory if tenderer is an existing partnership firm) (e) With respect to the declaration above, in case of Newly formed partnership firm has/ have as one or more partner(s) from previous propriety firm(s) or dissolved previous partnership firm(s) or LLP firm or split previous partnership firm(s) or LLP firm, Existing partnership firm (a)joining of new one or more partner(s) in the existing partnership firm, (b) quitting of new one or more partner(s) from the existing partnership firm – Following additional documents are required to be furnished(**mandatory** as applicable) a) Details of previous Propriety firm / Partnership Firm/ LLP firm as per **annexure I** b) A copy of previous partnership Firm (Notarized or duly registered with the Registrar) c) Affidavit as per proforma given of **Annexure –IX** for previous Propriety firm (duly executed on stamp paper and notarized). d) Copy of previous LLP agreement and certificate of incorporation. e) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm) f) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, g) LLP firm or propriety firm) h) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para 16.1 (c), (d), (f),(g), (k) above. **As per Clause No. 14(ii)(c), 15, 18 & explanation to Clause 10.1 to 10.5 of Annex. I Part-I of GCC APRIL-2022, with up to date correction slip)**

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16.2.4	**FOR COMPANY REGISTERED UNDER COMPANIES ACT 2013** a) Copy of Memorandum of association/ Articles of Association of Company. b) Copy of Certificate of Incorporation c) Copy of resolution passed by Board of Directors authorizing its Director/Employee to deal with tender on behalf of company d) Special Power of Attorney/ Authorization issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign the MOU/ JV agreement on behalf of the company and create liability against the Company, as per proforma given in **Annexure-XV** (duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (c) above) e) Declaration regarding constitution of the Company, for merging of another company, details required for the entire period for last seven years as per proforma given in **Annexure-XXXIII**. (mandatory) f) (f) Following additional documents are required to be furnished (mandatory in case of merger with another company) (1) Details of company getting merged as per **annexure I** (2) Copy of Memorandum of Association/ Articles of Association of the Company getting merged (3) Copy of certificate of incorporation of previous company getting Merged (4) Resolution by the Board of Directors for the Merger of the company(s) with the tenderer (5) Proof of surrender of previous PAN no (6) Document for the technical, financial criteria, bid capacity as claimed w.r.t. such Company(s) joining the new/Existing Company as per para 16.1 (c), (d), (f), (g), (k) above. **As per Clause No. 14 (ii)(e), 15 & explanation to Clause 10.1 to 10.5 of Annex. I Part-I of GCC APRIL-2022, with up to date correction slip**
16.2.5	**FOR LLP FIRM REGISTERED UNDER LLP ACT 2008** (a) A copy of LLP Agreement. (b) A copy of certificate of Incorporation and (c) A copy of resolution passed by partner of LLP firm for submitting tender by LLP firm and to deal with tender on behalf of the firm as per proforma given in **Annexure-XXI.** (d) Special Power of Attorney/ Authorization issued by LLP firm in favour of the individual to sign the tender on behalf of the LLP firm and create liabilities against the LLP as per proforma given in **Annexure-XXV** (duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (c) above) (e) Declaration by the newly

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	formed LLP firm as per proforma given in **Annexure-XXXI.** (mandatory if tenderer is newly formed partnership firm) (e) Declaration by the existing LLP firm as per Performa given in **Annexure-XXXII.** (mandatory if tenderer is an existing partnership firm)(f) With respect to the declaration above, in case of **(i)** Newly formed LLP firm has/ have as one or more partner(s) from previous propriety firm(s) or dissolved previous partnership firm(s) or LLP firm or split previous partnership firm(s) or LLP firm, existing LLP firm **(a)**joining of new one or more partner(s)in the existing LLP firm, **(ii)** quitting of new one or more partner(s)from the existing LLP firm – Following additional documents are required to be furnished (**mandatory** as applicable) (1) Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I (2) A copy of previous partnership Firm (Notarized or duly registered with the Registrar) (3) Affidavit as per proforma given of Annexure –IX for previous Propriety firm (duly executed on stamp paper and notarized). (4) (4)Copy of previous LLP agreement and certificate of incorporation. (5) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm) (6) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, LLP firm or propriety firm) (7) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para 16.1 (c), (d), (f),(g), (k) above. **As per Clause No. 14(f), 15 & explanation to Clause 10.1 to 10.5 of Annex. I Part-I of GCC APRIL-2022, with up to date correction slip**
16.2.6	**<u>FOR REGISTERED SOCIETY & REGISTERED TRUST</u>** (a) A copy of the certificate of registration. (b) A copy of Memorandum of Association of Society/Trust Deed (c) A copy of Rules & Regulations of the Society (d) A copy of Special Power of Attorney/ Authorization in favor of the individual to sign the tender and create liabilities against the Registered Society/ Trust as per proforma given in **Annexure-XXII** (duly registered with the Registrar or notarized)**.** (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (a), (b) above)

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	As per Clause No. 14(g), 15 Annex. I Part-I of GCC APRIL-2022, with up to date correction slip
16.2.7	**FOR JV FIRM**:- Following documents are mandatorily to be submitted by constituents of the JV firm depending upon their status **As per clause no. 14(d), 17.0 Annex. I Part-I, GCC APRIL-2022, with up to date correction slip** a) Memorandum of Understanding of JV as per pro forma given in **Annex. X (**duly executed on stamp paper and notarized)
16.2.7.1	**DOCUMENTS MANDATORY FOR SOLE PROPRIETORSHIP FIRM PARTICIPATING AS MEMBER OF JV** (a) Affidavit as per proforma given of **Annexure –IX (**duly executed on stamp paper and notarized)**.** (b) Special Power of Attorney to be submitted by Sole Proprietor participating as member of JV firm as per proforma given in **Annexure-XII** (duly registered with the Registrar or notarized) (Not Required if MOU/JV agreement is signed by the sole Proprietor himself as per (a) above). **As per Clause No.15 Annex.I of Part-I GCC APRIL-2022, with up to date correction slip**
16.2.7.2	**DOCUMENTS MANDATORY FOR HUF (HINDU UNDIVIDED FAMILY) PARTICIPATING AS MEMBER OF JV** (a) Affidavit as per proforma given of **Annexure –XXIX (**duly executed on stamp paper and notarized)**.** (b) Special Power of Attorney to be submitted by HUF participating as member of JV firm as per proforma given in **Annexure-XII**(duly registered with the Registrar or notarized) (Not required if MOU/JV agreement is signed by the Karta of HUF himself as per (a) above). **As per Clause No. 17.14.2, 15 Annex. I of Part-I GCC APRIL-2022, with up to date correction slip**
16.2.7.3	**DOCUMENTS MANDATORY FOR PARTNERSHIP FIRM PARTICIPATING AS MEMBER OF JV** (a)Copy of Partnership Deed (duly registered with the Registrar or notarized prior to date of tender opening as per the Indian Partnership Act.). (b) Copy of letter of consent of all the Partners or individual authorized by partnership

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	firm to enter into JV Agreement as per Performa given in **Annex-XI (**duly executed on stamp paper)**.** (c)Special Power of attorney to be submitted by Partnership firm in favor of the individual to sign the tender, to sign the MOU/JV agreement on behalf of the Partnership Firm and to create liability against the firm as per Performa given in **Annexure-XVIII** (duly registered with the Registrar or notarized). (Required even if MOU/JV agreement is signed by one or more partners authorized in Partnership deed, letter of consent to sign on behalf of the firm is given in (a), (b) above) **As per Clause 17.14.1, 15 & 18.2 of Annex. I Part-I GCC APRIL-2022, with up to date correction slip**
16.2.7.4	**<u>DOCUMENTS MANDATORY FOR COMPANY PARTICIPATING AS MEMBER OF JV</u>** a) A Copy of Memorandum of Association/ Articles of Association of Company. b) A Copy of certificate of Incorporation c) A Copy of resolutions passed by Board of Directors of the Company permitting the Company to enter into a JV agreement, to be submitted as per **Annexure-XVII.** d) Special Power of Attorney/ Authorization issued by the Company (backed by the Resolution of Board of Directors) in favor of the individual to sign the tender, to sign the MOU/JV agreement on behalf of the company and create liability against the Company, as per proforma given in **Annexure-XII** (duly registered with the Registrar or notarized)**.** (Required even if MOU/JV agreement is signed by the authorized/ power of attorney holder himself as per (c) above) **As per Clause No. 17.14.3, 15 of Annex. I Part-I GCC APRIL-2022, with up to date correction slip**
16.2.7.5	**<u>DOCUMENTS MANDATORY FOR LLP FIRM PARTICIPATING AS MEMBER OF JV</u>** (a) A copy of LLP agreement. (b) A copy of Certificate of incorporation of LLP (c) A copy of Resolution passed by the partners of LLP firm permitting the firm to enter into a JV agreement to be submitted as per Performa given in **Annexure-XXIV** (d) Special Power of Attorney/ Authorization issued by LLP firm (backed by resolution of partners) in favor of the individual to sign the tender, sign the MOU/ JV agreement on behalf of the LLP firm and create liabilities against the LLP firm as per proforma given in **Annexure XX**(duly registered with the Registrar or notarized)**.**(Required even if MOU/JV agreement is signed by the authorized/ power of attorney holder himself as per (c) above)
16.27.6	**<u>DOCUMENTS MANDATORY FOR REGISTERED SOCIETY AND TRUST PARTICIPATING AS A MEMBER OF JV</u>** (a) A copy of Deed of Formation

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	(b) A copy of certificate of Registration. (c) A copy of Resolution passed by the executive members of Registered Society/Trust permitting the registered society/Trust to enter into a JV agreement as per proforma given in **AnnexureXXVI.** (d) Special Power of Attorney/ Authorization issued by the registered society/ trust (backed by resolution of partners) in favour of the individual to sign the tender, to sign the MOU/ JV agreement and create liabilities against the Registered Society/ Trust as per proforma given in **Annexure-XXVII**(duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (c) above) (e) A copy of Rules & Regulations of the Society.
	Note to Para 16 1. The tenderers shall submit a certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-II as mentioned in clause No. 16.1(b). Non submission of a certificate by the bidder shall result in summarily rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. 2. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned. 3. The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. 4. Any such verification or lack of such verification by the DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the DFCCIL there under. 4.1 In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire DFCCIL for 5 (five) years. 4.2 In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee and Security Deposit available with the DFCCIL shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to five years. 5. No post tender submission of documents shall be permitted in respect of tender.

Signature of Tenderer (s) with Seal

	However, only clarification can be called for by DFCCIL in respect of any part / document submitted by the tenderer which shall be responded to by the tenderer within 10 working days of the date of issue of such letter for clarifications, failing which the offer shall be dealt with as per available documents. **6. The documents mentioned 'mandatory' in clause No. 16 above are required to be uploaded by the contractor with tender document. If any of these documents is not uploaded along with the tender, the offer shall be summarily rejected.** 7. In addition to above Tenderer have to certify that neither I /We (name of the sole Proprietor firm/ Partnership Firm/Limited Company/ LLP/Registered Society/Trust / JV firm) nor any of the partner or partnership firm/ LLP /Member of Registered Society/ Trust / Constituent of JV firm including partner of partnership firm in JV has/ have been black listed or debarred by DFCCIL or any other Ministry /Department/ Public Sector Undertaking of the Government of India/ any State from participation in tenders/contract on the date of opening of bids either in our individual capacity or in any firm in which we are partners. **As per Clause No. 11(v),11(vi) Annexure 1 part I of GCC APRIL-2022, with up to date correction slip**
17.0	**Participation of Partnership Firms in works tenders** **The partnership firm shall be governed as per Clause No. 18.1 to 18.12 of Tender Form (second Sheet) Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.**
18.0	**Participation of Joint Venture (JV) in Works Tender shall be governed as per Clause No. 17 of Tender Form (second Sheet) Annex. I Part-I of GCC APRIL-2022, with up to date correction slip. :**
19.	The tenderer shall submit the original copies of the documents as per Annexure II, IX, X, XI, XII, XIII, XIV, XV, XVII, XVIII ,XX, XXI, XXII, XXIII, XXIV,XXV , XXVI and XXVII etc. as applicable for Sole Proprietor/Partnership firm/LLP/Registered Society & Trust /Limited Company/JV Firms as and when required by the DFCCIL for the verification. If the required documents are not submitted by the tenderer or any discrepancy between the scanned uploaded documents and original documents then the offer of the tenderer will be summary rejected and the action will be taken as per the various provisions of Affidavit to be submitted by the tenderer as per Annexure-II.
20.0	**Security Deposit:**

Signature of Tenderer (s) with Seal

20.1	The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the Contractor. The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract. Further, in case of contracts having value equal to or more than Rs. 50 crore (Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Standard General Conditions of Contract. Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Earnest Money deposited by the Contractor with his tender will be returned by the DFCCIL. **Note:** Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times. **As per Clause No. 16.(1) Part-II of GCC APRIL-2022 , with up to date correction slip**
20.2	**Refund of Security Deposit:** Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after the following: **(a)** Final Payment of the Contract as per clause 51.(1)and **(b)** Execution of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Contractor and **(c)** Maintenance Certificate issued, on expiry of the maintenance period as per clause 50 (1), in case applicable. **(d) As per Clause No. 51.(1) and 16.2(i) Part-II of GCC APRIL-2022, with up to date correction slip**

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20.3	**Forfeiture of Security Deposit**: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with DFCCIL under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited. **As per Clause No. 16.2(ii) Part-II of GCC APRIL-2022, with up to date correction slip**
21.0	No interest shall be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub Clause 16.(4)(b) of GCC APRIL-2022 with up to date correction slip will be payable with interest accrued thereon. **As per Clause No. 16.3, Part-II of GCC APRIL-2022, with up to date correction slip**
22.0	**Performance Guarantee** The procedure for obtaining Performance Guarantee is outlined below: a) (a)The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the DFCCIL, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work. **b)** The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 3% of the contract value (for all tenders issued till 31.03.2023). The reduced percentage of Performance Security shall continue for the entire duration of the contract and there shall be no subsequent increase of Performance Security even beyond 31.03.2023. **c) (As per Railway Board Letter no. 2020/CE-I/CT/3E/GCC/Policy dated 10.01.2022)** (i) A deposit of Cash; (ii) Irrevocable Bank Guarantee;

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(iii) Government Securities including State Loan Bonds at 5% 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;

(i) Deposit in the Post Office Saving Bank;

(ii) Deposit in the National Savings Certificates;

(iii) Twelve years National Defense Certificates;

(iv) Ten years Defense Deposits;

(v) National Defense Bonds and

(vi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of CGM, DFCCIL, Prayagraj (E) (free from any encumbrance) may be accepted.

(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

(d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily. (**Completion certificate shall be governed as per As per Clause No.48.(1) & 48.(2), Part-II of GCC APRIL-2022, with up to date correction slip**

(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encased.

(g) The Engineer shall not make claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the agreement) in the event of:

(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 any amount due, either as agreed

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	by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer. (iii) The Contract being determined or rescinded under clause 62 of the GCC **As per Clause No.16.(4), Part-II of GCC APRIL-2022, with up to date correction slip**
23	**MEASUREMENTS OF CONTRACTOR WORKS.**
23.1	The tenderer whether sole proprietor, a **company** or a partnership firm / **joint venture (JV) / registered society /registered trust etc.** if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in 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, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. **As per Clause No. 15 of Annexure I part 1 of GCC APRIL-2022, with up to date correction slip**
23.2	**Measurement of works by DFCCIL:** The contractor shall be paid for the works at the rates in the accepted Schedule or Rates and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one, for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the contractor's attendance, the work may be measured up in his absence and such measurements shall notwithstanding such absence, be binding upon the contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly

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	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. **(As per Clause No. 45 (i), Part-II of GCC APRIL-2022, with up to date correction slip)**
23.2.1	**Measurement of Works by Contractor's Authorized Representative** (In case the contract provides for the same): **(a)** The contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined under Clause 39 part II of GCC APRIL-2022, with up to date correction slip on of these conditions on the measurements taken by the contractor's authorized engineer in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer. The date and time of test checks shall be communicated to the contractor who shall be present at the site and shall witness the test checks, failing the contractor's attendance the test checks may be conducted in his absence and such test checks shall not withstanding such absence be binding upon contractor provided always that any objection made by contractor to test check shall be duly investigated and considered in the manner set out below : i) It shall be open to the contractor to take specific objection to test checks of any Recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned DFCCIL's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the contractor shall be final and binding on the Contractor and no claim whatsoever

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	shall thereafter be entertained regarding the accuracy and classification of the measurements. ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements. **(b) Incorrect measurement, actions to be taken :** If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following : (i) On first occasion of noticing exaggerated/false measurement, engineer shall recover liquidated damages equal to 10% of claimed gross bill value. (ii) On any next occasion of noticing any exaggerated/false measurement, DFCCIL shall recover liquidated damages equal to 15% of claimed gross bill value. In addition the facility of recording of measurements by contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by DFCCIL as per clause 45(i) of GCC APRIL-2022. The detailed procedure for recording of measurements, provisional payment, test check, final payment etc. shall be as per para 1316 A of the Indian Railway Code for Engineering Department. **As per Clause No. 45 (ii), Part-II of GCC APRIL-2022, with up to date correction slip** **Note:-** 'Contractor's authorized engineer' shall mean a graduate engineer or equivalent, having more than 3 year experience in the relevant field of construction work involved in the contract, duly approved by Executive/Sr. Executive/JPM/APM/DPM/PM/Dy.CPM /CGM/GM-Co/CGM. **As per Clause No. 1(1)(q), Part-II of GCC APRIL-2022, with up to date correction slip** **(Measurement of works by authorized representative) shall be applicable only for those contracts where specifically mentioned in additional special conditions of contract.**
24	**PAYMENT OF COTRACTUAL WORKS**

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24.1	**"On-Account" Payments**: The contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of ten percent by way of Security Deposits, until the amount of Security Deposit by way of retained earnest money and such retentions shall amount to 6% of the total value of the contract provided always that the Engineer may be any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.
24.2	**Rounding off Amounts:** - The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paisa shall be omitted and sums of 50 paisa and more up to ₹ 1 will be reckoned as ₹ 1.
24.3	**On account Payments Not Prejudicial To Final Settlement** "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer's/ Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.
24.4	**Final Payment:** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor up to the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39, 43(2), 45(a), 48(1), 48(2), 48(3), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1)(i) to xv (B) of Standard General Conditions of Contract or in any Clause(stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done

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	under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.
25.0	**INSTRUCTIONS OF MODE OF PAYMENT IN WORKS TENDERS OR SERVICE TENDER THROUGH LETTER OF CREDIT (LC)**
25.1.1	For all the tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the option to take payment from DFCCIL through a letter of credit (LC) arrangement.
25.1.2	This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railways Electronic procurement System - the e-application on which tenders are called by DFCCIL) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
25.1.3	The option so exercised, shall be an integral part of the bidder's offer.
25.1.4	The above option of taking payment through LC arrangement, once exercised by tenderer at the time of biding, shall be final and no change shall be permitted, thereafter, during execution of contract. In case tenderer opts for payment through LC following shall be the procedure to deal release of payment through LC: a. The LC shall be a sight LC, b. The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor. c. SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from DFCCIL Accounts Units for tenders opened in

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	financial year 202019. SBI branches where the respective DFCCIL Accounts Office has its Account (local SBI branch) will be the issuance/ reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills. d. The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the e. The LC terms and conditions shall inter-alia indemnify and save harmless the DFCCIL from and against all losses, claims and demands of every nature and description brought or recovered against the DFCCIL by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by DFCCIL on this account shall be considered as reasonable compensation and paid by contractor. f. The LC terms and conditions shall inter-alia provide that DFCCIL will issue a Document of Authorization (format enclosed as ***Annexure-'B'***) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank. g. The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization. h. The Document of Authorization shall be issued by DFCCIL Accounts Office against each bill passed by DFCCIL. i. On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by DFCCIL Accounts Office to DFCCIL's bank (Local SBI Branch). j. The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Bill. k. The payment against LC shall be subject to verification from DFCCIL's Bank (Local SBI Branch). l. The contractor's bank (advising bank) shall submit the documents to the DFCCIL's Bank (Local SBI Branch). m. The DFCCIL's bank (issuing bank) shall, after verifying the claim so received with reference to the digitally signed Document of Authorization received from DFCCIL Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account. n. Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.

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	o. The LC shall be closed after the release of final payment including PVC amount, if any to the contractor. p. The release of performance guarantee or security deposit shall be dealt directly by DFCCIL with the contractor i.e., not through LC. For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as ***Annexure-'A'.***

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GENERAL INSTRUCTIONS TO TENDERERS

Annexure-'A'

(Clause No. 24.2 of General Instructions to Tenderers) Request letter from Executive branch to Accounts Office for opening of LC

Office of DFCCIL

No…… Dated…….

The Dy. CPM/Finance

Prayagraj (E)

Sub:- Opening of LC

Ref:-Supply Order / Contract Agreement No.

****

It is requested to open a sight LC against the above referred order/Agreement in favour of ……..

The details of beneficiary are as under:

i) Name of Contractor/Supplier
ii) Vendor code
iii) Address
iv) Tender No.
v) Contract Agreement No.
vi) Description of Goods/Service
vii) Value of Contract viii) Stages of payment
xi) Expected payment within 6 months (LC Amount) xii) Beneficiary bank details;

a. Bank name
b. Address
c. Account No.
d. IFSC Code

It is certified that the supplier/contractor has exercised the option of taking payment due against the tender, through LC arrangement in IREPS portal at the time of bidding itself and the option has been flagged in the IREPS. This has the approval of …… xiii) Validity/period for which LC is to be opened.

(Signature)
Name……. ….
Designation……..
(Official Seal)

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Annexure-'B'

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

Dated: ----------

DOCUMENT OF AUTHORIZATION

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

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

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

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

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

THIS PAYMENT: …… sass…….
LC balance after this payment: ……..

(Signature of authorized DFCCIL authority)
Name
Designation

Official Seal

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26.0	**GUIDELINES FOR ELECTRONIC REVERSE AUCTION FOR WORKS, SERVICE CONTRACT**
26.1	**(Not Applicable in this Tender)** **SERVICE CONTRACTS (For tenders valued more than Rs. 50 Cr. in each case):**
(a)	Selection criteria for tender cases of Works and Services proposed through Reverse Auction (eRA) route:
(b)	Following method of purchase through Reverse Auction shall be adopted for Works and Service tenders valued more than Rs. 50 Cr. in each case.
(c)	The process of procurement through Reverse Auction shall be followed only in case of tenders where there are at least three technically eligible offers.
26.2	Financial Bids in single currency/parameter only shall be allowed.
(a)	**Procedure for award of contracts through Reverse Auction**
(b)	The procedure discussed herein shall be fully implemented through IREPS. Any reference to Reverse Auction in these instructions shall imply **e–RA**.
(c)	Conduct and reporting of Reverse Auction shall be as per **Annexure-C.**
26.2.1	The essential technical and commercial parameters will be specified in a transparent manner in the tender document. No deviation to such essential Technical & Commercial conditions shall be permitted to the tenderer(s) in the electronic bid form.
(a)	**Technical Bid and Initial Price Offer :**
(b)	In case of Works and Services related tenders, e-RA shall be adopted only for those cases where evaluation is on the basis of single parameter/currency.
(c)	Bidder shall be simultaneously required to electronically submit a Technical & Commercial Bid and Initial Price Offer. The offers found eligible for award of contract/meeting eligibility criteria shall be categorized as Qualified for Award of Contract for the purpose of e-RA.
(d)	Offers not complying with essential technical & commercial requirements of the tender shall be declared as Ineligible for award of contract.
26.2.2	Initial Price Offer of only those bidders categorized as Qualified for Award of contract shall be opened and tabulated by system separately.
(a)	**Financial Bid** Financial Bid shall comprise of Final Price Offer obtained through Reverse Auction. Following conditions and procedure shall be followed in selection of bidders for conduct of Reverse Auction:
(b)	**Selection of vendors for Reverse Auction for award of Contract in Works and Services tenders :**

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Number of tenderers Qualified for Award Of contract/ Bulk order	Number of tenderers to be selected for Reverse Auction.	Remarks
< 3	NIL*	The bids disallowed from participating in the Reverse Auction shall be the highest bidder(s) in the tabulation of Initial Price Offer. In case the highest bidders quote the same rate, the Initial Price Offer received last, as per time log of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself.
3 to 6	3	
More than 6	50% of Vendors Qualified for Bulk Order/ award of contract (rounded off to next higher integer).	

Note:- (i)* If the number of tenderers qualified for Award of Contract is less than 3 RA shall not be done and tender may be decided on the basis of Initial Price Offer(s).
(ii) Make in India criteria: All bidders eligible for benefits under Public Procurement (Preference to Make in India) Order – 2017, found Qualified for Award of Contract and are within the specified range of price preference of lowest Initial Price Bid shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of Initial Price Bid. Such bidders shall be over and above the number of vendors selected for Reverse Auction, as per Para 24.2.2(a) above. During Reverse Auction process, bidders shall not be allowed to bid a rate higher than the lowest Initial Price Offer.

Annexure C

Procedure for Conduct and Reporting of R.A.

1. The tendering authority shall solicit bids through an invitation to the electronic Reverse Auction to be published or communicated in accordance with the provisions similar to e-procurement.
2. Depending upon the nature of item/work/service and complexity of case on hand, following shall be indicated in the tender for e-RA itself.
   a) Initial e-RA period: This shall be the initial time interval for e-RA, e-RA Shall be open for this duration.
   b) Auto extension period : In case any offer is received in the time period equal to auto extension period before close of initial e-RA period, the e-RA shall be extended for time equal to auto extension period from the time of last bid. There shall be no upper limit on number of auto extensions. When no offer is received in the last auto extension period, e-RA shall close.
   c) Minimum decrement in percentage of value of the last successful bid.
3. Date and time for start of e-RA shall be communicated to qualified tenderers by the convener after evaluation of the Technical Bids.
4. After submission of Initial Price Bid, tenderers will not be allowed to revise the taxes and other levies.
5. During auction period, identities of the participating tenderers will be kept hidden.

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	6. Minimum admissible bid value will be last bid value minus minimum decrement as specified by the tendering authority before starting of reverse auction. Starting point for reverse auction shall be the lowest initial Price Bid of the Tenderer eligible for award of contract. 7. After close of the RA, tabulation of last (minimum) bids received from all the tenderers will be generated and made visible to Railways and participating tenderers. 8. Railway users can also view the bidding history in chronological order. 9. Bidders not be allowed to withdraw their last offer. 10. L-1 will be defined as the lowest bid obtained after the closure of R.A. session for Goods Works and Services tenders. ***(Authority : No. 2017/Trans/01/Policy/Pt-S Dated 28.03.2018)***

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SPECIAL CONDITIONS OF CONTRACT (GENERAL)

1.0	These special conditions and the work schedule shall govern the works to be executed under this contract in addition to and/or in part supersession of the General Conditions of Contract-2020 and Standard Specifications as laid down in the CPWD Specifications 2019 Vol I & II and Indian Railways Unified Standard Specifications (Works and Material) -2010 / 2020 as amended/ updated by correction Slips on or before the opening of tender.
2.0	**Order of Precedence of Documents:** In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence: i. Letter of Award ii. Schedule of Items, Rates & Quantities iii. Special Conditions of Contract iv. Technical Specifications as given in tender documents v. Drawings vi. Indian Railways Standard General Conditions of Contract vii. CPWD Specifications 2019 Vol I & II as amended/ updated by correction Slips on or before the opening of tender. viii.IR Specifications/Guidelines ix. Relevant B.I.S. Codes
3.0	Any special condition stated by the tenderer(s) in the covering letter submitted along with the tender shall be deemed as part of contract to such extent only as have explicitly been accepted by the DFCCIL.
4.0	**<u>USE OF DFCCIL LAND</u>**
4.1	Use of DFCCIL land required by the contractor(s) for constructing temporary offices, quarters, hutments etc. for the staff and for storing materials etc. would be permitted to him/them free of charge by DFCCIL, if available. The location of these offices, hutments, stores etc., will be subject to the approval of the engineer or his authorized representative. The land will be restored to DFCCIL by the contractor(s) in the same condition as when taken over or in vacant condition as desired by the engineer, after completion of the work or at any earlier day, as specified by the Engineer. The failure to do so will make the contractor(s) liable to pay the cost incurred by the DFCCIL for getting possession of land.

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4.2	The tenderer(s) shall also acquaint himself /themselves with the availability of land, working space for his/their works etc. The DFCCIL will not acquire any land for the purpose of movement of vehicles of the Contractor/s for executing the work by the contractor/s.
5.0	**USE OF PRIVATE LAND** The Contractor will have to make his/their own arrangements for use of private land, outside DFCCIL limits for due fulfilment of contract or for borrow pits, approaches, etc., directly with the land owners or local authority and to pay such rents if any as are payable as may be mutually agreed upon between them.
6.	**FIGURES, DIMENSIONS ETC.** Figures, dimensions and drawings shall supersede measurements by scale and drawing to larger scale shall take precedence over those to a smaller scale. Special dimensions or directions in the specification shall supersede all else.
7.	**PLEA OF CUSTOM** The plea of custom prevailing will not on any account be permitted as excuse for an infringement of any of the conditions of the contract or specifications
8.0 8.1	**SEIGNIORAGE CHARGES** The contractor/s shall comply with all the instructions issued by the Chief Inspector of Mines in respect to the safety of the workmen and the working of quarries and maintain register in which shall be recorded, such information/s for supply annually to Chief Inspector of Mines of the Government of India, as required by him. Final payment will be released after producing the no dues certificate from Mining department or any other concerned office of the area. The contractor/s are required to produce necessary documentary proof regarding payment of royalty to Mining Department of the stone ballast supplied, as and when demanded by the DFCCIL administration. Final Bill shall be released only after production of "No Dues" certificate from the Mines Department, by the contractor.
8.2	The rates quoted by the tenderer shall be inclusive of seigniorage charges on all items of work to be executed under the contract, applicable as on the last date of submission of tender.
9.0	**TAXES** -The accepted rates should be deemed to include all taxes direct or indirect Including Income Tax leviable under Central/State or Local Bodies Act or Rules,

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	Octroies, Tolls, Royalties, Seigniorages, Cess and similar imposts that may be prevailing from time to time in respect of land, structures and all materials supplied in the Performance of this Contract.
10.0	The Building and Other Construction workers (Regulation of Employment and conditions of service) Act, 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996: The tenderers for carrying out any construction work must get themselves Registered with the Registering Officer under section 7 of the "Building and other construction workers act, 1996" and rules made there to by the concerned state Govt. and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Department). The Cess shall be deducted from contractor's Bills as per provision of Act.
11.0	**DEDUCTION OF INCOME TAX AT SOURCE** In terms of new section 194 inserted by the Finance Act 1972 in the Income Tax Act 1961, the DFCCIL shall at all the time arranging payment to the contractor sub-contractor (in case of sub-contractor only when the DFCCIL responsible for payment of the consideration to him under the contract) for carryout any work (including supply of labour for carryout the work under the contract) be entitled to deduct income tax at source or income comprised in the sum of such payments. The deduction towards income tax to be made at source from the payments due to non-residents shall continue to be governed by section 195 of the Income Tax Act, 1961.
12.0	**ROYALTIES AND PATENT RIGHTS** The contractor shall defray the cost of all royalties, fees and payment in respect of patents, patent rights and licenses which may be payable to patentee, license or other person or corporation and shall obtain all necessary licenses. In case of any breach (whether willfully or inadvertently) by the contractor of this provision, the contractor shall indemnify the DFCCIL and its officers, servants, representatives against all claims, proceedings, damages, cost, charges, acceptance, loss and liability which they or any of them, may sustain, incur or be put to by reason or inconsequence of directly or indirectly or any such breach and against payment of any royalties, damages or other monies which the DFCCIL may have to make to any person or paid in total to patent rights in respect of the users of any machine, instrument, process, articles, matters of thing constructed, manufactured, supplied or delivered by the contractors to his order under this contract.
13.0	**NOTICE TO PUBLIC BODIES** The Contractor(s) shall give to the municipality, police and other authorities all notices that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be leviable on account of his

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	operations in executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights, etc., required at night.
14.0	**DAMAGE BY ACCIDENTS, FLOODS OR TIDES** The contractor shall take all precautions against damage from accident, floods or tides. No compensation shall be paid to the contractor for his plant or material lost or damaged by any cause whatsoever. The contractor shall make good the damages at his cost to any structure or part thereof by any cause during the course of the work.
15.0	**SERVICE ROADS** The Contractor/s will be permitted to make use of existing service roads, or service roads constructed by the DFCCIL for its use free of cost. New service roads required by the contractor/s either near the work site or elsewhere within or outside DFCCIL limits for carriage of materials or for any other purpose whatsoever, will have to be constructed and maintained by the contractor/s at his/their own cost. For the purpose of construction of service roads on DFCCIL land, permission will be given free of charge. If any land other than DFCCIL land is necessary to be acquired or to be entered upon, permission to enter in the land will have to be arranged by the contractor/s at his/ their cost. The contractor/s will not prefer any claim, whatsoever on this account. The DFCCIL, however, reserves the right to make use of such service roads as may be constructed by the contractor/s without payment of any charges.
16.0	**EMERGENCY WORKS** In the event of any accident or failure occurring in, on or about the work or arising out of or in connection with the construction, completion or maintenance of the works, which in the opinion of the Engineer requires immediate attention, the DFCCIL may bring its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor/s is/are not in a position to do so in time and charge the cost thereof, which will be determined by the CGM, DFCCIL, to the contractor.
17.0	**MAINTENANCE PERIOD/DEFECT LIABILITY PERIOD: -** **(a)** The Contractor shall guarantee that all the works executed under this contract shall be free from all defects and faults in material, 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, **for a period of 12 months from the date of taking over by the Employer** **(b)** During the period of guarantee the Contractor shall keep available an experienced engineer / man power to attend to any defective works / installations resulting from

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	defective erection and/or defect in the installation supplied by the Contractor. This engineer shall not attend to rectification of defects which arise out of normal wear and tear and come within the purview of routine maintenance work. The contractor shall bear the cost of modifications, additions or substitutions that may be considered necessary due to faulty materials or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Engineer his successor(s)/Nominee. **(c)** During the period of Guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the executed work whether such parts / structural elements of his own manufacture or those of his sub-contractor / supplier whether arising from faulty materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of parts of executed work detected during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Employer at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Employer. **(d)** If it becomes necessary for the Contractor to replace or renew any defective portion of the structural elements until the expiration of six month from the date of such replacement or renewal or until the end of the above mentioned period whichever is later. Such extension shall not apply in case of defects of a minor nature, the decision of the Chief General Manager or his successor/nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period the Employer may proceed to do work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the Employer may have against the Contractor in respect of such defects or faults. **(e)** The repaired or renewal parts structure shall be delivered / supplied and erected / executed on site free of charge to the Employer. **(f)** Any materials, fittings, components or equipment / structure supplied under items for supplying / providing and fixing in schedule shall also be covered by the provisions of this paragraph. The liability of the Contractor under the guarantee will be limited to re-supply of components / structure installation and fittings.
18.0	**INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE**
18.1	The contractor shall at all times, execute the contract work only in the presence and under the supervision of the Engineer's Representative or a DFCCIL employee specifically appointed on his behalf. No work under the contract shall, therefore, be commenced by the contractor without the express permission of the Engineer's

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	representative.
18.2	The contractor shall always execute the work under this contract in strict compliance with the instructions/directives by the Engineer's representative. Any act of non-compliance with the instruction/directives issued by the Engineer's representative shall be considered as a default of the contractor where after the DFCCIL shall be free to take further appropriate action as provided in the contract for dealing with such defaults of the contractors. The decision of the Engineer-in-charge whether there has been an act of noncompliance with the instruction/directives of the Engineer's representative for the purpose of this clause shall be final and conclusive.
18.3	The instructions/directives by the Engineer's representative shall not, however, absolve the contractor of his responsibility or reduce his responsibility in any manner whatsoever in regards to maintaining at all times the safe working conditions at the work site.
18.4	Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows: a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof. b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.
19.0	**NON-COMPLIANCE WITH THE INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE**
19.1	The contractor shall always comply with the instructions/directives issued by the Engineer's representative from the time to time. In the event of any non-compliance with such instructions/directives, apart from and in addition to other remedies available to the DFCCIL as specified herein above the Engineer's representative may employ at the works DFCCIL's workmen with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of DFCCIL traffic. The decision of the Engineer's representatives in regard to the need of appropriateness and adequacy of the deployment of the DFCCIL Workmen with necessary equipment shall be final and conclusive.

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19.2	When the DFCCIL workmen with necessary equipment are deployed in the above manner, recovery at the following rate shall be made from the contractor's dues under this contract or any other money of the contractor available with the DFCCIL under this contract. The recovery for the total DFCCIL Workmen Hours employed at the rate of Rs. 100/- (Rupees Hundred only) per Workmen-Hour irrespective of the type and grade of the DFCCIL Employee actually employed. The aggregate period of the Workman-Hours for the above recoveries shall be reckoned from the time the DFCCIL Workmen are actually deployed at the work site till the work is completed to the satisfaction of the Engineer's Representative whose decision in this regard shall be final and conclusive.
19.3	During the above-mentioned period of suspension of work, the contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt of the contractor shall be deemed to be an unauthorized work on the work site. For such acts, the contractor shall then be liable for further appropriate action under the relevant provisions of the Indian Railway Act.
20.0	**WARRANTY** The Contractor(s) shall warrant the materials supplied under this contract to be free of any defects in material and workmanship under ordinary use and service.
21.0	**SHIFTING OF ELECTRICAL/TELEGRAPH WIRES**
	In some stretches, high-tension grid towers /electric telegraph/telephones wires or posts etc. are to be shifted. It is expected that the electric lines/towers will be shifted in good time but in case, there is any delay on this account suitable extension in date of completion will be considered and given to the contractor for only the effected portion and no compensation whatsoever in this respect or due to the delay thus caused will be payable and contractor has to adopt such methods of execution of earthwork so as not to cause any damage to existing structure lines etc.
22.0	**HANDING OVER OF SITE FOR WORK** The entire land required for this work is available. However, DFCCIL may not hand over the entire land required for completion of this work for making bank/cutting or excavation to the contractor(s) due to any unavoidable reasons. Land may be handed over in different stretches, which may not be continuous. Contractor(s) will be required to carry out the work in available stretches. If some stretch of land cannot be handed over to the contractor for borrowing earth or making bank/cutting within the contract period then suitable extension will be granted only for the affected portion without any payment of extra claim to the contractor.

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23.0	**Working during Night:** The Contractor shall have to carry out dewatering round the clock if required. But will not carry out any other work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same. **(Authority Clause No. 23 Part-II of GCC APRIL-2022, with up to date correction slip)**
24.0 24.1	**MODE AND TERMS OF PAYMENT** All payments will normally be made only for finished works on the basis of mode and terms of payments agreed upon and provided in the contract.
24.2	**MANNER OF PAYMENT** Payment to the contractor will be made through Electronic Fund Transfer (EFT) for payment of running and final bills. The tenderer (s) will also fill the **Annexure-I** indicating the bank account number, name of bank and bank specific code number (MICR/IFSC) as enclosed. The conditions and **Annexure-I** will be part of the tender document.
25. 25.1	**ACCIDENT/NATURAL CALAMITIES** Vehicle and equipment of the contractor can be drafted by DFCCIL Administration in case of accidents/natural calamities involving human lives.
25.2	For payment purpose, the item may be operated as New Non-Schedule (NS Item) as per existing norms and powers delegated.
25.3	Contractor may submit list of vehicles and equipment available with him.
26.0	**(Not Applicable in this Tender)** **MOBILIZATION ADVANCE:-**(For Contract Value Rs. 25 Crores and Above)
26.1	Stage-I: -5% of Contract Value on signing of the contract agreement. Stage-II: - 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work. The 1st stage of advance shall be payable immediately after signing of contract documents. The 2nd stage of advance shall be payable at the time of mobilization, after submission of a utilization certificate by the contractor that the Stage 1 advance has been properly utilized in the contract.
26.2	The advance shall carry an interest at the rate to be decided by Railway Board and communicated at the beginning of every financial year, to be applicable for the tenders

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	to be opened in that financial year.
26.3	The Mobilization Advance Clause shall be restricted only for high value tenders of Rs. 25 crore and above.
26.4	The Mobilization Advance except, those against machineries and equipment's shall be payable against an irrevocable Bank Guarantee (Bank Guarantee, FDRs, KVPs, NSCs) of at least 110% of the value of sanctioned advance amount (covering principal plus interest). The bank guarantee shall be from a Nationalized Bank in India of State Bank of India in a form acceptable to the Railways. (a) **For works costing less than Rs. 50.00 Crore** The mobilization shall be granted against irrevocable bank guarantee Which will be released only after full Mobilization advance with interest will be recovered. (b) **For works costing Rs. 50.00 Crore & above**. Mobilization advance can be granted against several bank guarantees. Individual Bank Guarantee can be refunded after the amount mentioned in the part B.G. has been recovered along with interest. BG will not be accepted in more than 5 parts. However, amount of each BG shall not be less than Rs. 1Cr.
26.5	**Method of Recovery of Interest** Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on account bill and shall attract interest. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The installments on each "on account bill" will be on pro-rata basis; **The Rate of Interest Shall be RBI Bank Rate+5%(Five %) simple interest for the tenders to be opened in the financial Year 2022-23 onwards.(As per Railway board's letter No 2018/CE-I/CT/1 dated 10.03.2022)**
26.6	**Advances for accelerating progress of the work during course of execution of Contract-**This advance is to be decided on the merits of each case and shall be restricted to a maximum of 5% of contract value. This is to be granted by the General Manager for contracts where the progress of the contract work has been as per milestones/targets laid down and no extension to date of completion of the contract has been given on contractor's account.
26.7	**Advances in Exceptional Cases –** The power to grant advances in exceptional cases upto a maximum of Rs. 20 lacs in respect of even contracts of value less than Rs. 25 crore, considered absolutely essential, depending on the merits of each case and circumstances in each situation, lies with Chief General manager/General Manager-Co. **Advance Correction slip no 56**

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	for Indian railway Code for Engineering Department dated 05.03.2019.
27.0	**(Not Applicable in this tender)** **STAGE PAYMENT ON SUPPLY OF STEEL IN WORKS CONTRACT** (For contract value Rs. 15.00 crores & above):
27.1	Stage payment for steel physically brought by the contractor to the site (even before its actual use in work) can be made subjected to following conditions:- (a) The material shall be strictly in accordance with the contract specifications. (b) The material shall be delivered a site and properly stored under covered sheds in measurable stacks. (c) The quantities of materials shall be brought to the site only in such installments that would facilitate smooth progress of work and consumed in reasonable time. (d) Proper accountal in the material register to be maintained in the prescribed format at the site for the receipt and use of the material. (e) Ownership of such material shall be deemed to rest with the DFCCIL for which the contractor should submit an indemnity bond in prescribed format. (f) Before releasing the stage payment, the contractor shall insure the material at his own cost in favour of DFCCIL against theft, damages, fire etc. (g) Stage payment in all such cases shall not be more than 75% of the rate of steel awarded in the contract. The balance payment shall be released only after the material is actually consumed in the work. (h) The price variation claim for steel would continue to be governed as per extant PV clause and with reference to delivery at site.
28.0	**(Not Applicable in this tender)** **BONUS FOR EARLY COMPLETION OF WORK**: In case of open tenders having value more than Rs. 20 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either DFCCIL or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer. **Note: Not applicable for AMC Contract.** **As per Clause No. 17(c) Part-II of GCC APRIL-2022, with up to date correction slip**
29.0	Contractor shall provide suitable manpower to Engineer in Charge or his representative at all times during currency of the contract for assisting him in giving layout of work, carrying out quality checks, taking measurements and other associated activities for effective supervision of work.

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30.0	**DEPLOYMENT OF QUALIFIED ENGINEERS AT WORK SITES BY THE CONTRACTOR** (As per Clause No.26-A of G.C.C. April-2022 Part-II with up to date correction slip)
30.1	The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the DFCCIL through separate instructions from time to time.
30.2	In case the contractor fails to employ the Engineer, as aforesaid in Para 30.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender document penalty at the rates, as may be prescribed by the DFCCIL (Para 30.4) through separate instructions from time to time for the default period for the provisions, as contained in Para 30.1.
30.3	No. of qualified Engineers required to be deployed by the Contractor for various activities contained in this works contract shall be as under:- (i) For tenders costing below Rs.50.00 Cr. 1) Graduate Engineer – Minimum 1 Nos. 2) Diploma Engineer – Minimum 1 Nos. (ii)For tenders costing Rs.50.00 Cr. and above. 1) Graduate Engineer – Minimum 2 Nos. 2) Diploma Engineer – Minimum 2 Nos.
30.4	In case the contractor fails to employ the Qualified Engineer, as aforesaid in Para 30.1 above, he, in terms of provisions of Clause 30.2 to the Conditions of Contract, shall be liable to pay an amount of Rs. 40,000/- and Rs. 25,000/- for each month or part thereof for the default period for the provisions, as contained in Para 30.3 above respectively.
31.0	**PRICE VARIATION CLAUSE** (As per Clause No. 46 A of GCC APRIL-2022 with up-to-date correction slip **(Applicable)**
31.1	For this contract, the PVC shall bepaidas ***" 9A Item(s) "*** Contractas mentioned in table 46A-6 (I) for Civil Engineering Works of GCC April-2022 for calculation of price variation. Price Variation Clause shall be applicable only for works contracts having advertised value above **Rs. 2 Crore and having completion period above 12 months**. Materials supplied free of cost by Railway to the contractors and any extra NS items included in subsequent variations falling outside the purview of the Schedule of Items of tender shall fall outside the purview of PVC. If, in any case, accepted offer includes some specific payment to be made to consultant or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of work for the purpose of payments/ recovery of Price variation. For calculation of price variation, cut-off date quarter for running bills/final bills will be as under:

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	(a) In case of running bill, the date of measurement recorded in MB, shall be considered. If measurement date are more than one, then 1st date of measurement recorded in MB will be considered. (b) In case of final bill, the date of completion or 1stdate of measurement recorded in MB, whichever is earlier, will be considered.
31.2	**Base Month**: The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.
31.3	**Validity**: Rates accepted by DFCCIL Administration shall hold good till completion of work and no additional individual claim shall be admissible except: (a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37 of GCC April-2022, (b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.
31.4	Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.
31.5	No price variation shall be admissible for fixed components.
31.6	The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:-

Classification	Fixed Component	Labour Component	Steel Component	Cement Component	Plant Machinery & Spares	Fuel & Lubricants Component	Other Materials	Detonators & Explosive Component
9A	15*	20	0	0	30	15	20	0

* It shall not be considered for any price variation

31.7	The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available

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31.8 Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

SN	Classification	Rates to be used for calculating SQ or SB
1	Reinforcement bars and other rounds	Average of per tonne rates of 10mm dia TMT & 25mm dia TMT; confirming IS1786; Fe 500
2	All types and sizes of angles, channels and joists	Average of per tonne rates of 'Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr "A"
3	All types and sizes of plates	Average of per tonne rates of 'MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr "A"
4	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under SL 1, 2 & 3 above

31.9 (a) RBI has published Consumer Price Index for Industrial Workers, CPWI(IW), with the base year 2001 upto August 2020. After August 2020, CPW(IW) has been published by RBI with the base year 2016. The base year of Consumer Price Index for Industrial Workers i.e. CPI(IW) has been changed from year 2001 to year 2016 with effect from September 2020. Further RBI has provided a linking factor of 2.88 between the old series and the revised series.

(b)The Clause 46A of GCC deals with the price variation clause in contracts. Formulae used for the calculation of the amount of variation in the price for labour components require consumer price index for industrial Workers – All India; published in RBI Bulletin.

(c) The issue has been examined. It has been decided by Board (MI, MF) to adopt above linking factor of 2.88 for linking index of Base year 2001 and 2016. Example for applying linking factor is as under :-

Item	Base Year	Linking Factor	Consumer Price Index for Industrial Workers		
			July-2020	Aug.,2020	Sept., 2020

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	Consumer Price Index for Industrial Workers – CPI(IW)	2001	-	336	338	
		2016	2.88	-	-	118

Sept 2020 CPI (IW) of Base year 2001 = Sept 2020 CPI(E) of Base Year 2016 x Linking Factor i.e. 118 x 2.88 = 339.84

(Authority : Rly Bd's letter No. 2021/CE-I/EDCE(G)/Misc./3/Labour Index dated 06.09.2021)

31.10	**Price Variation during Extended Period of Contract** The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17-A of the Standard General Conditions of Contract. However, where extension of time has been granted due to Contractor's failure under Clause 17-B of the Standard General Conditions of Contract, price adjustment shall be done as follows: a. In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17-A, the price adjustment for the period of extension granted under Clause 17-B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17-A of the Standard General Conditions of Contract; as the case may be. b. In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17-A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17-B of the Standard General Conditions of Contract. **As per Clause No. 46A.10 Part-II of GCC APRIL-2022, with up to date correction slip**
32.A	**Communications to be in Writing:** All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized. **(As per Clause No. 4 Part-II of GCC APRIL-2022, with up to date correction slip)**
32.B	**<u>Assignment or subletting of the contract:</u>** (a) In case contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of CGM for the same. While submitting the proposal to DFCCIL, contractor shall ensure the following :**(As per Clause No. 7 Part-II of GCC APRIL-2022, with up to date correction slip)**

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	(i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value. (ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be sub-letted, in last 5 years through a works contract directly given to him by a Govt. Department; or by a Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by contractor to DFCCIL and work experience certificate issued by a person authorized by the Public Listed Company to issue such certificates. *Note: For subletting of work costing up to Rs 50 lakh no previous work experience shall be asked for by the DFCCIL.* In case contractor submits subcontractor's work experience certificate issued by public listed company, the contractor shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate. The details shall be furnished as per the annexure IV A, IV-B, IV-C as applicable to the Engineer in charge. (iii)There is no banning of business with the sub-contractor in force over IR/DFCCIL. (b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner. (c) On receipt of approval from CGM, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer. (d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work. (e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of DFCCIL, with prior intimation to CGM. (f) The Contractor shall indemnify DFCCIL against any claim of subcontractor. (g) The Contractor shall endeavour to resolve all matters and payments amicably and

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	speedily with the subcontractor. (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor. **Note**: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entailed for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work, without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, only once, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract. (i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract. (j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the DFCCIL and this shall be deemed as 'excepted matter' (matter not arbitrable).
	(k)The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the DFCCIL and shall not relieve the Contractor of any responsibility under the Contract.
33	**Display Board**: The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m. **As per Clause No. 34.(5) Part-II of GGC-2020 with up to date correction slip**
34.0	**VARIATIONS & MODIFICATION IN EXTENT OF CONTRACT**
	Modification to Contract to be in Writing: In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the

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34.1	modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements. **As per Clause No. 41 Part-II of GGC-2020 with up to date correction slip**
34.2.1	**Powers of Modification to Contract:** The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order. **As per Clause No. 42(1) Part-II of GGC-2020 with up to date correction slip**
34.2.2	(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work. (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works. (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates (a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender; (b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender; (c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

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	(d) Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value. d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender; d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender; d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender. (iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit. As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply onthe individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate). **As per Clause No. 42(2) Part-II of GGC-2020 with up to date correction slip**
34.3	**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.

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34.4 **Rates for Extra Items of Works**: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Schedules of Rates shall be executed at the rates set forth in the "CPWD-DSR" modified by the tender percentage, and for such items not contained in the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Schedule of Rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the DFCCIL shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure. The assessment of rates for extra items shall be arrived at based on the prevailing rates and by taking guidance from the following documents in order of priority:

(i) Analysis of Delhi Schedule of Rates issued by CPWD
(ii) Analysis of Unified Schedule of Rates of Indian Railways.
(iii) Market Analysis

35.0 **HANDLING VITIATION DURING VARIATION IN CONTRACT QUANTITIES**

In partial modification of existing instructions, it has been decided that as a result of variations, a contract shall be considered "vitiated" only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded.

SN	Value of Contract	Percentage difference bet. Present contractor and new L1 as a result of variation. (Percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor).
1	Small value contracts (Tender value less than Rs. 50 lakh)	10
2	Other than small value contracts (Tender Value equal to or more than Rs. 50 lakh).	5

35.1 When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken.

35.1.1 The DFCCIL administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and layout of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for

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	the extra quantity maybe invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.
35.2	The above shall be regulated as under: (a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender. The provisions of Railway Board letter No. 2007/CE.I/CT/18/Pt. XII dated 31.12.2010 hereby gets superseded. (b) These instructions will be similarly applicable to earning contracts with H-1, H-2 Substituted for L-1, L-2 and so on. (c) Executives while executing the work shall make all efforts to ensure that no Vitiation takes place in normal circumstances. Vitiation should be exceptions rather than a routine affair. Efforts should be made to invite bids on the basis of percentage above/below/at Par. (d) Vitiation should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/ additions by way of new items will not be counted for computing Vitiation.
36.0	**EXTENSION OF TIME WITH LIQUIDATED DAMAGE (LD): 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-B, of Part-II of GCC APRIL-2022, with up to date correction slip** the DFCCIL may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time as the Engineer may decide. On such extension the DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the following rates of the contract value of the works. For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

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		S. No.	Duration of extension of time under Clause 17-B	Rate of Penalty
		(i)	Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.05% of contract value for each week or part of the week
		(ii)	Above Twenty Five percent but upto Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.10% of contract value for each week or part of the week
		(iii)	Above Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.30% of contract value for each week or part of the week

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		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. **NOTE:** In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B. **As per Clause No. 17(B) Part-II of GCC APRIL-2022 with up to date correction slip**
37.0	**Quarterly Statement of Claims:** The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars.	
38.0	**Settlement of disputes – Indian Railways Arbitration & Conciliation Rules** (**As per Clause 63 & 64 and its Sub Clauses GCC APRIL-2022 with up to date correction slip**). **Conciliation of Disputes:** 1. **This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.** 2. 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 "Chief General Manager" or " General Manager/Co-ord" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief General Manager or General Manager/Co-ord shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.	

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	3. The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract. 4. If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties. 5. The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings. 6. The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.
38.1	**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 CGM/GM-Co-ord and the CGM/GM-Co-ord 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 matters for which provision has been made in Clauses 7(j), 8, 18, 22(5),39.1, 39.2, 40A,43(2), 45(i)(a), 55, 55-A(5), 57, 57A,61(1), 61(2),62(1), 63(iv) and 63.2.11of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable)and GCC April 2022 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 Dispute Adjudication Board (DAB) and Arbitration.
39.0	All the Provisions as illustrated in clause 54 to 60 of GCC APRIL-2022, related to 'Labour' shall have to be complied with, by the contractor.
40.0	**Accepted Program of Work:** The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed program of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organisation (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The program of work amended as necessary by discussions with the Engineer, shall be treated as the agreed program of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this program of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the program.

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	In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification, finalized through Tenders having advertised value more than Rs.50crores, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software such as Primavera/Sure Track/MS Project etc. The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include: The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage, Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, each of these stages for work by each Subcontractor, if any, the sequence and timing of inspections and tests specified in the Contract, and a supporting report which includes: a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel &Equipment, required on the Site for each major stage. Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Engineer shall be entitled to rely upon the programme when planning their activities. If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer within 15 days in accordance with this Sub-Clause. **As per Clause No. 19(3) Part-II of GCC APRIL-2022 with up to date correction slip**

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41.0	**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. The Contractor shall establish a quality control mechanism before execution of the work, (i) Contractor shall submit a QAP "Quality Assurance Plan" for the scope of work to be executed. The QAP shall be submitted within 15 days of the issue of LoA and which shall be approved by the Engineer In charge. The QAP shall extensively include the organization, duties and responsibilities, procedures, inspections, documentation and quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, check list for site activities, and proforma for testing and calibration in accordance with the Specifications and Standards etc. Prior to the commencement of any construction activity, a method statement, proposed to be adopted for executing the Work shall be submitted to Engineer in Charge. The method statement shall include details of material acceptance, execution procedures, checks at various levels, quality parameters, equipment/ machineries, quality assurance, quality control measures, traffic management, inspection checklist, documentation and remedial works etc. **As per Clause No. 19(2) Part-II of GCC APRIL-2022 with up to date correction slip**
42.0	**Workmanship and Testing**: The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor **As per Clause No. 27(1) Part-II of GCC APRIL-2022 with up to date correction slip**
43.0	**A. Improvement of Quality in Constructions works – Regarding submission of invoices of materials, the provision of Clause 51 A of GCC is reproduced below :-** (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

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	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 Standard General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection. (iii) The obligation imposed by Sub Clause (i) &(ii) above is without prejudice to the obligations of the Contractor under any statue rules or orders binding on the Contractor. **(Authority : Rly Bd's letter No.2021/CE-I/CT/SI/1 dated 04.03.2021)** **(As per Clause No. 51-A of Part-II GCC-2020, with up to date correction slip)** **B. Post Payment Audit**: It is an agreed term of contract that the DFCCIL reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract .
44.0	**Infringement of patents:** The Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trade mark, except where these are specified by the Employer himself. Royalties where payable for the use of such patented processes, registered drawings of patterns shall be borne exclusively by the Contractor. The contractor shall advise the Employer of any proprietary right that may exist on such processed drawings or patterns which he may use of his own accord. In the case of patent taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings, or patents for which he holds a license, the signing of the Contract automatically gives the Employer the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Employer, he shall be entitled to claim damages from the contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counter feiting. **Indemnification by contractor:-** In the event of any claim or demand being made or action being brought against the Employer for infringement of later patent in respect of any equipment, machine, plant, work or thing used or supplied by the Contractor under this contract or in respect of any methods of using or working by the Employer of

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	such equipment machine, plant work or thing, the contractor shall indemnify the employer and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the Employer shall notify the contractor immediately any claim is made and that the contractor shall be at liberty, if he so desires with the assistance of the Employer if required but at the Contractor's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such equipment, machine, plant work or thing, shall be used by the Employer for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.

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SPECIAL CONDITIONS OF CONTRACT (SAFETY PRECAUTIONS)

PART-V

SPECIAL CONDITIONS OF CONTRACT

(SAFETY PRECAUTIONS)

1.0	**MEASURES TO BE ENSURED PRIOR TO START OF WORK**
1.1	The contractor shall not start any work without the presence of DFCCIL supervisors at site.
1.2	The methodology in detail for execution of the work at site shall be approved by engineering in charge of the organization executing the work and copies of the same shall be available with contractor's supervisor, DFCCIL supervisor of the section in whose jurisdiction the work falls.
1.3	Before permitting the execution of certain works like earthwork in formation, bridge work, supply of ballast, transportation of rails, sleepers and other material, track linking, platform/any other civil work close to the running track etc. for new/existing rail lines, gauge conversion, doubling, traffic facility work, ROB/RUB, DFCCIL engineer-in-charge (APM/DPM/PM/Dy. CPM) of the section shall ensure that he received the prior intimation/confirmation of the following aspects from representative of contractor.
1.4	Name and address of the contract assigned to execute the work.
(i)	Name of the Contractor's supervisor
(ii)	Name of the supervisor/assistant engineer/assistant officer of the construction organization/other organizations who are going to be site in charge/in charge of work site.
(iii)	List of the number(s) of individual vehicle(s)/ machineries, names and license particulars of the driver(s) proposed to be used by contractor.
(iv)	Information regarding location, duration and timings during which the vehicles/machinery are planned to be plied/worked.
(v)	The supervisors and operators of the contractor proposed to be deployed at work site which is close to the running track, shall be imparted training by the DFCCIL trainer at contractor own cost about the safety measures to be adopted while working in the vicinity of running track. Further competency certificate to the individual supervisors/operator shall be issued as in Annexure-A by a DFCCIL officer not below the rank of Assistant level officer who is in charge of site. No supervisor/operator of the contractor shall work or

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	allowed to work in the vicinity of running track who is not possession of valid competent certificate.
(vi)	Survey of site by supervisor of contractor and DFCCIL to assess the precautions to be taken at site for working of trains and materials required for protection.
(vii)	Written advice to sectional APM/DPM about the detailed planning of work including protection of track and safety measures proposed to be adopted.
(viii)	A copy of the approved methodology (to be approved by engineer in charge) proposed to be adapted by the contractor with a view to ensure safety of trains passengers and workers.
(ix)	Assurance that the methods and arrangements are actually available at site before start of the work and the contractors supervisors and the workers have clearly understood the safety aspects and requirement to be adapted/followed while executing the work.
(x)	An assurance register has been kept at site duly signed by both DFCCIL supervisor as well as by the contractor supervisor as a token of their having understood the safety precautions to be observed at site.
(xi)	No work shall which is to be done near running track shall commence unless permitted by sectional APM/DPM/PM/Dy.CPM
(xii)	Supplementary site specific instructions, wherever considered necessary shall be issued by the Engineer in Charge
(xiii)	Standard Check list on Safety at Work Sites shall be used to ensure that all the requisite measures have been taken before start of work.
2.0	***PLYING OF ROAD VEHICLES AND WORKING OF MACHINERIES CLOSE TO RUNNING TRACKS***
(i)	Normally, the road vehicles shall be run or machinery shall be worked so as not to come closer than6.0m from centre line of nearest running track.
(ii)	The land strip adjacent to running tracks, where road vehicle is to ply or machinery is to work, shall be demarcated by lime in advance in consultation with the DFCCIL's Supervisor. Wooden pegs at interval not exceeding 75mts shall be provided along the line marking as permanent marks. The road vehicles shall ply or machinery shall work so as not to infringe the line of demarcation.
(iii)	If a road vehicle or machinery is to work closer to 6.0m due to site conditions or requirement of work, following precautions shall be observed.
a.	In no case the road vehicle shall run or machinery shall work at distance less than 3.5m

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	from centre line of track.
b.	*Demarcation of land shall be done by bright colored ribbon/nylon cord suspended on 120 cm high wooden/bamboo posts at distance of 3.5 m from centre line of nearest running track.*
c.	*Presence of an authorized DFCCIL's representative shall be ensured before plying of vehicle or working of machinery.*
d.	DFCCIL's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train. Whistle boards shall be provided wherever considered necessary.
e.	Lookout men shall be posted along the track at a distance of 800m from such locations who will carry red flag and whistles to warn the road vehicle/machinery users about the approaching trains. Lookout man shall be deputed for Safety at Work Sites.
f.	*On curves where visibility is poor, additional lookout men shall be posted.*
(iv)	**If vehicle/machinery is to be worked closer to 3.5m from running track.** *Under unavoidable conditions, if road vehicles is to ply or machinery is to work closer to 3.5m due to site conditions or requirement of work, following precautions shall be observed:*
a.	Plying of vehicles or working of machinery closer to 3.5m of running track shall be done only under protection of track. Traffic block shall be imposed wherever considered necessary. The site shall be protected as per provisions of Para No. 806 & 807 of P-Way Manual as case may be.
b.	Presence of a DFCCIL's Supervisor shall be ensured at worksite.
c.	DFCCIL's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train.
(v)	**Precaution to be taken while reversing road vehicle alongside the track.** The location where vehicle will take a turn shall be demarcated duly approved by DFCCIL's representative. The road vehicle driver shall always face the DFCCIL track during the course of turning/reversing his vehicle. Presence of an authorized DFCCIL representative shall be ensured at such location.
(vi)	Road vehicle shall not be allowed to run along the track during night hours generally. In unavoidable situations, however, vehicles shall be allowed to work during night hours only in the presence of an authorized DFCCIL's representative and where adequate lighting arrangements are made and where adequate precautions as mentioned earlier have been ensured.
(vii)	Road vehicles/machinery/plant etc. when stabled near running tracks shall be properly secured against any possible roll off and always be manned even during off hours.
3.0	***EXECUTION OF WORKS CLOSE TO OR ON RUNNING LINES***

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

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(a)	Particular care shall be taken to mark the locations of buried electrical/signal/telephone cables on the plans jointly with S & T/Electric supervisor and also at site so that these are not damaged during excavation
(b)	Copy of the cable plan should be given to the contractor's authorized representative before handing over the site to start the work.
(c)	Due care shall be taken to ensure that any part of the equipment or machinery or temporary arrangement does not come close to cables while working.
(iii)	**Precaution to be taken during execution of works requiring traffic blocks.**
a)	Any work, which infringes the moving dimensions or causes discontinuity in the track any activity making the existing track unsafe for passage of trains etc. Shall be started only after the traffic block has been imposed, DFCCIL servant in charge of the work is present at the worksite, engineering signals are exhibited at specified distance and flagmen are posted with necessary equipment to man them etc
b)	Before closing the work, the track shall be left with the proper track geometry so that the trains run safely and flagmen are kept in the night with safety and track protection equipment to patrol the stretch and take action to protect the track, if so warranted and inform the DFCCIL supervisors.
c)	After completion of work the released sleeper and fittings should be properly stacked away from the track to be kept clear of moving dimensions.
d)	Block shall be removed only when all the temporary arrangement, machineries, tools, plants etc. have been kept clear of moving dimensions.
(iv)	**Precaution to be taken during execution of works during night.** The work close to running line, generally, shall be carried out only during day hours. At locations, however, where night working is unavoidable, proper lighting arrangement should be made. The engineering indicator boards shall be lighted during night hours as per the provisions of IRPWM. The staff deputed for night working should have taken adequate rest before deploying them in night shift. We can specify duration of night shift from 20.00 hrs to 04.00 hrs. All other safety precautions applicable for day time work should be strictly observed during night working.
(v)	**Precautions to be taken to ensure safety of workers while working close to running lines.**
a)	Any work close to or on running tracks shall be executed under the presence of a DFCCIL's supervisor only.
b)	Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.
	(i) Such works shall be planned and necessary drawings particularly with regard to infringement to moving dimensions shall be finalized duly approved by competent authority before execution of work. The work shall be executed only as per approved procedure and drawings. (ii) All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimension do not infringe.

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	(iii) Suitable speed restriction shall be imposed or Traffic block shall be ensured as required. (iv) The site shall be protected as per provisions of Para No. 806 & 807 of P.Way Manual as case may be. (v) Necessary equipment for safety of trains during emergency shall be kept ready at site.
c)	A 'first aid kit' shall always be kept ready at site.
(vi)	**Precaution shall be taken for safety of public or passengers, while executing works at locations, used by passengers and public.**The worksite shall be suitably demarcated to keep public and passengers away from work area. Necessary signage boards such as "Work in progress. Inconvenience is regretted" etc. shall be provided at appropriate locations to warn the public/ passengers. Adequate lighting arrangement of worksite wherever required shall be done to ensure safety of public/passengers during night.
(vii)	**Precaution to be taken before stacking materials alongside the track to ensure that safety of trains is not affected.** The following precautions shall be taken before stacking the materials along the track for stacking of ballast, rails, sleepers etc.
a)	The sites for material stacking should be selected in advance in such a manner as to ensure that no part of the material to be stacked is infringing the Standard Moving Dimensions. A plan of proposed stacking locations be made and signed jointly by an authorized DFCCIL's representative and contractor's representative.
b)	The selected locations shall be marked by lime in advance.
c)	Presence of an authorized DFCCIL's representative while unloading and stacking shall be ensured.
d)	The material shall be stacked in such a height so as to not to infringe SOD in case of accidental roll off.
(viii)	**Precaution for handling of departmental material trains** Instructions for working of material trains are contained in Chapter XII of IRPWM which should be brought to the notice of the supervisors and other staff working on the material trains. In addition to this, following precautions should be taken:
(a)	Issue of 'fit to run' certificate. As per Para 1207 before a material train is allowed to work, the complete rake should be examined by the Carriage and Wagon staff and a 'fit to run' certificate issued to the Guard.
(b)	As per Para 1208 of IRPWM, a qualified Engineering official should be deputed on thetrain to ensure working of the material train as the Guard is not qualified to carry out such duties like Supervising of loading and unloading of materials.
(c)	As per Para 1204 of IRPWM, the material train should not be permitted to work during the period of poor visibility due to fog, storm or any other cause except with the permission of the APM/DPM/PM/Dy. CPM. Working of the material trains carrying labour should not

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	be permitted between sunset and sunrise except in an emergency.
(d)	While unloading rail panels by the side of the running track, placement of the panels, clear of the maximum moving dimensions should be ensured.
(e)	Unloading of rail panels should be done by a team of trained staff under the active supervision of competent Supervisor/Officer.
(f)	Before unloading of rail panels, site should be prepared by way of leveling/removing extra ballast, if any, from the crib and shoulder with the objective to ensure requisite lateral and vertical clearances so as to prevent slippage of rail panels due to vibration during the passage of trains.
(g)	Reasonably adequate block should be asked and provided for unloading of the material and the work should be done preferably in day light to avoid shortcut in haste which may infringe the safety requirements.
(ix)	**SAFETY ASPECTS TO BE OBSERVED WHILE WORKING IN OHE AREA**
(a)	No electrical work close to running track shall be carried out without permission of DFCCIL representative.
(b)	A minimum distance of 2m has to be maintained between live OHE wire andbody part of worker or tools or metallic supports etc.
(c)	No electric connection etc. can be tapped from OHE.
(d)	Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.
(e)	Power block is correctly taken and 'permit to work' is issued.
(f)	The structure bonds, track bonds, cross bonds, longitudinal rail bonds are not disturbed and
(g)	If disconnected for the work, they are reconnected properly when the work is completed.
(h)	The track level is not raised beyond the permissible limit during the work.
4.0	***PROTECTION OF TRACK DURING EMERGENCY***
(i)	**Action to be taken when a contractor's supervisor or vehicle operator apprehends any unusual circumstances likely to infringe the track and endanger safe running of trains.** At any time if a contractor's supervisor or vehicle operator observes any unusual circumstances likely to infringe the track and apprehend danger to safe running of track, he shall take immediate steps to advise a DFCCIL official of such danger and assist him in protection of track.

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	The track shall be protected as under. One person shall immediately plant a red flag (red lamp during night) at the spot and proceed with all haste in the direction of approaching train with a red flag in hand (red lamp during night) and plant a detonator on rail at a distance of 600m from the place of obstruction of BG track after which he shall further proceed for not less than 1200m from the place of obstruction from BG track and plant three detonators at 10m apart on rails. After this he shall display the red flag (red lamp during night) at a distance of 45m from the detonators. Attempts shall also be made to send an advice to nearest DFCCIL station about the incident immediately.
(ii)	**Action to be taken if train is seen approaching to site of danger and there is no time to protect the track as per guidelines mentioned above.** In such a case the detonators shall be planted on rails immediately at distance away from place of danger as far as possible and attention of driver of approaching train shall be invited by whistling, waving the red flag vigorously, gesticulating and shouting.
(iii)	**Action to be taken if more than one track is obstructed.**
a)	In case of single line protection as above shall be done in both the directions from place of danger.
b)	In case of double line or multiple lines, if other tracks are also obstructed, the protection as above shall be done for other track also. The protection shall be done in that direction and on that track first on which train is likely to arrive first.
c)	The Contractor's Supervisors, Operators and lookout men shall be properly explained about the direction of trains on running tracks.
(iv)	**Equipment required for protection of track.** Minimum compliment of protection equipment i.e. 10 detonators, 4 red hand flags, 4 red hand lamps, 4 banner flags and whistles etc. shall always be kept ready at worksites for use in case of emergency. DFCCIL will arrange to provide detonators, whereas Contractor shall arrange other equipment at his own cost.
(v)	**Arrangement of lookout men and competency required for lookout man to warn labour about approaching train.**
a)	Contractor will provide lookout men
b)	The lookout men shall be properly trained in warning to staff at worksite about approaching train.
c)	Only those lookout men shall be provided at site who have been issued with a competency certificate by the DFCCIL's Supervisor.

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d)	In case, it is felt necessary to provide lookout men by DFCCIL, the charges for the same as fixed by DFCCIL Administration shall be recovered from Contractor.
5.0	***TRAINING TO SUPERVISORS AND OPERATORS OF CONTRACTOR***
	The Supervisors and Operators of the contractor proposed to be deployed at wok site, which is close to the running track, shall be imparted mandatory training by the DFCCIL at site free of cost about the safety measures to be adopted while working in the vicinity of running track. Engineer-in charge of the work shall decide the scale, extent & adequacy of training. In case training is imparted at a recognized DFCCIL training institute, the charges for the same, as decided by DFCCIL, shall be recovered from contractor. A competency certificate to this effect to the individual Supervisor/ Operator shall be issued as given below by a DFCCIL Officer not below the rank of Project Manager. No Supervisor/Operator of the Contractor shall work or allowed to work in the vicinity of running track that is not in possession of valid competency certificate. All the labour, materials, tools, plants etc. except detonators, required for ensuring safe running of trains shall be provided by Contractor at his own cost. Wherever lookout men are provided by DFCCIL, charges at the rate of Rs. 500/- per man day shall be recovered from Contractor.
6.0	**SPECIAL CONDITIONS FOR WORKING OF ROAD CRANES**
	To ensure safe working of road cranes used in works in connection with provision of ROB/RUB/Subways, following items shall invariable be ensured before putting the cranes to use:- (i) No machine shall be selected to do any lifting on a specific job until its size and characteristics are considered against the weights, dimensions and lift radii of the heaviest and largest loads. (ii) The contractor shall ensure that a valid Certificate of Fitness is available before use of Road Cranes. (iii) Contractors should utilize the services of any competent person as defined in Factories Act, 1948 and approved by Chief Inspector of Factories. (iv) The laminated photocopies of fitness certificate issued by competent persons, the operators' photo, manufacturer's load chart and competency certificate shall always be either kept in the operator cabin or pasted on the visible surface of the lifting appliances. (v) All lifting appliances including all parts and gears thereof, whether fixed or movable shall be thoroughly tested and examined by a competent person once at least in every six months or after it has undergone any alterations or repairs liable to affect its strength or stability.
7.0	**Contractor shall indemnify DFCCIL** against any loss/damage to public property, travelling

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	public, DFCCIL or his own staff due to his (contractor's) negligence. In case there is any mishap, a fact finding inquiry will be conducted by DFCCIL. A show cause notice will be issued to the contractor, in case he is prima-facie held responsible. Contractor's reply to show cause notice will be considered by the Engineer in Charge before taking final decision. In case contractor is found responsible for the mishap, recovery from him will be affected for only tangible direct losses.
	Competency Certificate Certified that Shri _____ Supervisor/Operator of M/s. _____ has been trained and examined in safety measures to be followed while working in the vicinity of running DFCCIL track for the work _____. His knowledge has been found satisfactory and he is capable of supervising the work safely. This certificate is valid only for the work mentioned in this certificate only. **Signature and designation of the officer**

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SPECIAL CONDITIONS OF CONTRACT (TECHNICAL)

SPECIAL CONDITIONS OF CONTRACT (TECHNICAL)

PART-A

1. Criteria for P. Way labour and Supervisor for the work

1. Every P.Way labour/ Keymen, Patrolmen and Supervisor shall have the correct knowledge of hand and detonating signals and shall be conversant and efficient for carrying out following activities/Works as per rules.

(a) Protecting the line in an emergency and during affecting the track

(b) Method of fixing and safety range of detonators

(c) Action to be taken when a train is noticed to have parted.

(d) Safety first rule

(e) Action to be taken where sabotage is suspected, and patrolling in emergencies.

(f) Attention to bad spots,

(g) Directed track maintenance,

(h) Maintenance LWR track, if he has been issued with a competency certificate (responsibilities have been listed out in para 9.1.3 of LWR/CWR manual),

(i) Isolated renewal of sleepers,

(j) Lubrication of rail joints

(k) Lorrying out of material, if issue with competency certificate. They will be responsible for ensuring safety for the works being supervised by them.

2. Every P.Way labour/ Keymen, Patrolmen and Supervisor shall qualify minimum medical eligibility criteria as per Indian Railway Medical Manual of relevant category.

3. The age of manpower deployed by the Contractor shall not exceed 55 year at any time throughout the contractual period, except up to 65 years in case when retired P-Way Personnel from Railways is engaged.

4. All the deployed labour/ Keymen, Patrolmen and Supervisor by the Contractor shall be physically fit to work as P.Way worker/ Supervisor.

2 Code/Standards/Manual for the work (I) Introduction

The Materials and workmanship specification as follows has been based on Indian Standards and International Standards as scheduled below. Apart from the basic data, specifications etc. all items of works shall be governed by the Codes & Specifications as detailed hereunder and as revised / corrected / amended up to 28 days before the due date of submission of the Bid Proposal.

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The Contractor shall also be responsible for getting the approval from DFCCIL for the International Standards which are not specifically included herein below and the Contractor intends to apply the same for the detailing of his design, additionally.

3. Relevant Standards

All items of works shall be governed by the latest versions of the following Codes, Specifications as revised/corrected/amended (with latest correction slip) up to the time as specified above.

a) Guidelines for Earthwork in Railway Projects: Guideline No. GE: G-1, July, 2003. And GE-14, Guidelines on Erosion Control and drainage of Railway Formation - Guideline No. GE:G-4.
b) Indian Railway Schedule of Dimensions for Broad Gauge Standard Schedule of Dimensions for Eastern Dedicated Freight Corridor for Indian Railways.
c) Indian Railway Code for Practice of Plain/Reinforced and Pre-stressed concrete for general/bridge construction (Concrete Bridge Code- 1997) with correction slips up- to-date Indian Railway – Engineering Code
d) Indian Railways LWR manual.
e) Indian Railway Bridge Manual1998 with correction slip up-to-date.
f) Indian Railways Permanent Way Manual.
g) Indian Railways Works Manual, USFD manual, Track Machine Manual, AT Welding manual, Flash butt welding manual with latest correction slips.

4. Technical Condition of Contract of P-way works

For the purpose of this tender in DFCCIL, stipulations and conditions as specified in Central Public Works Department's Specifications-2019 Volume 1 & 2 in the document as amended/corrected up to latest correction will be applicable, copies of which can be seen on internet & in the office of CGM, DFCCIL/PRYJ(E).

1. The execution of works in contract shall be governed by Indian Railway Code for Engineering Department, Indian Railway Permanent Way Manual, Indian Railway Track Machine Manual USFD Manual, DFCCIL'S SSOD (Eastern corridor) and the standard specification of track material and works. In case of contradictions, the clauses under track special conditions and specifications shall prevail.
2. The tenderer in their own interest should visit the site of work with the concerned Executives/APM of DFCCIL or with their authorized representatives after fixing an appointment with them in advance and as certain the nature and quantum of work , site condition, availability of approach roads, availability of labour, water, electricity, land for labour camps etc.
3. The contractor shall not start any work on the track under traffic condition without the presence of DFCCIL's supervisor at site. In case the contractor or his representative starts any work, it shall be treated as unauthorised and illegal tampering with the track and shall be liable for action under the Indian Railway Act.

4. In case any train is detained at approach of work site or at a station on account of its passage being considered unsafe by DFCCIL supervisor due to bad workmanship of the contractor or the track parameter being unsatisfactory for safe passage of trains, or due to the contractor leaving the work site unfinished or due to work being delayed by the contractor. The DFCCIL shall be entitled to recover detention charges from contractor's bill or security deposit or any other dues etc. At the rate of Rs. 5000/- per hour or part thereof for each train so detained. Detention of train as determined by DFCCIL shall be final and binding upon the contractor.
5. Notwithstanding the provisions of clause 62 of GCC, the DFCCIL reserves the right to terminate the contract with immediate effect if the contractor is found responsible for any breach of rule which affects the safe running of trains without giving any notice to the contractor.
6. In case any accident occurs at the work site, the findings of enquiry committee set up the Railway/DFCCIL to investigate the cause of accident shall be final and binding on the contractor. If contractor is held responsible for the accident, the contractor is liable to be terminated forth with notwithstanding the provisions of GCC.
7. Irrespective of invoking provisions of clause 6 above mentioned or otherwise, penalty up to an upper limit of 10% of the total cost of work may be imposed in case accident occurs due to contractor's negligence as decided by the DFCCIL, whose decision shall be final and binding on the contractor. The contractor is also liable for prosecution if loss of life is involved.
8. Traffic blocks required to carry out certain track works will be arranged by the DFCCIL. Actual availability of block vis-a vis those planned. The wastage of labour, if any, occurring on account of non-availability of block would not be paid for. No claims of such account shall be considered.
9. The contractor shall proceed for the work in systematic manner so as to ensure that the stretch of track under speed restrictions and its duration are the minimum. The decision of the engineer in this regard shall be final and binding.
10. On deep screening sites the contractor may be required to handle additional ballast which might have been put in during the intervening period. Nothing extra will be paid for handling the additional ballast in all such cases.
11. The work shall be carried out that there is no infringement to DFCCIL'S Standard Schedule of Dimensions.
12. The DFCCIL shall arrange for protection of track(s) by their staff. In addition the contractor may arrange for lookout man to warn his workers. No compensation will be paid by DFCCIL in case of injury or death to contractor's worker and the contractor indemnify the DFCCIL of any responsibility in this regard. The contractor may obtain group insurance in respect of his work.
13. At each work site, the contractor shall employ and post one technical supervisor who should have adequate experience in execution of track works. The name, technical qualification and details of experience of the technical supervisor so employed shall be advised to Engineer. If in the opinion of the Engineer this supervisor is not fit to be the in charge of work, he shall be forthwith replaced, in this matter, decision of the Engineer

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shall be final and binding on the contractor.

14. The contractor's technical supervisor shall be present at work site, at all the times, when the work being execute. The contractor shall employ adequate number of workers to give consistent and desired progress per day.
15. The contractor shall arrange for the safe custody of the DFCCIL/Railway's material supplied/hired to him. In case of loss of DFCCIL material the DFCCIL will recover the cost as per extant rules.
16. Site order books, progress register and material issue register shall be maintained at site and the entries will be recorded on day to day basis in the registers and signed jointly by DFCCIL supervisors and by contractor or his authorized representatives .All details of stretches under various stage of work for different stages of packing, imposition and removal of speed restriction, measurement of track parameters, account of released material etc shall be recorded therein.
17. For execution of works the contractor has to arrange his own tools, plants and equipment's, unless otherwise stated in the schedule. DFCCIL shall provide equipment which is specifically mentioned in the description/specification of items in the schedule. In all other cases, hire charge as per extant rules for the tools and plants and equipment supplied by the DFCCIL to the contractor will be recovered from the bills/security deposit/or any other dues.
18. In case of loading, unloading from railway wagons all commercial formalities shall be observed. All demurrage / wharfage charges occurring due to neglect of contractor will be recovered from his bills.
19. The contractor may be required to suspend deep screening work during adverse conditions, such as rains and no compensation will be payable.
20. Portable ballast cleaners/inclined screens shall be used for screening the ballast at deep screening sites. Use of wire baskets is not permissible for screening ballast. The contractor shall make his own arrangements for Portable ballast cleaners/inclined screens. Where ever feasible these may be supplied by DFCCIL.
21. No ballast shall be wasted on the slopes of banks or in cuttings.
22. Provision of temporary speed restriction boards and their lighting etc shall be arranged by the DFCCIL.
23. Rail, sleeper, and permanent way fittings shall be handled carefully. So as to avoid any damage rendering them unsuitable for use.(concrete sleepers shall preferably be handled by mechanical equipment)
24. The Contractor shall make actual disbursement of salary to the outsourced person in various categories as agreed with DFCCIL. The copy of the payment scroll/bank statement shall be submitted to DFCCIL with next bill as proof of such compliance.
25. The age of manpower deployed by the agency shall not exceed 55 year at any time throughout the contractual period, except up to 65 years in case when retired P-Way Personnel from Railways is engaged.
26. Gang provided by the agency have to do all works as of Gangmen/ Trackmen of Indian Railways. Necessary tool and plants as required for gang will be supplied by the Contractor. The above gangs should camp at DFCCIL's nominated location so that they can be called at any time including night. The head of Gang/gangmate should be

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equipped 24X7 on mobile phones.

27. The work done by gang(as supplied by the Contractor) will be separate i.e. the work executed by the gangs will not be considered in different item of track maintenance for which separate payment provided is kept.
28. Patrolman provide by Contractor should be equal that they can perform duties as per IRPWM, IRLWRM etc for monsoon patrolling, Cold weather patrolling and Hot weather patrolling.
29. Each gangmen/ patrolmen/Keymen should be familiar with emergency repair of track in case Rail/SEJ/Weld fracture. In case there is any train detention for more than 30 Minute on the name of above failure on account of contractor, a penalty 500 Rs per minute will be imposed on Contractor.
30. Each gangmen should be in uniform as decided by the DFCCIL. The cost of uniform will be borne by Contractor.
31. **GST on penalty will be levied as applicable.**
32. **NON COMPLIANCE WITH THE INSTRUCTION/DIRECTIVES OF THE ENGINEER's REPRESENTATIVE:-**

    A. The contractor shall always comply with the instruction/directives issued by the Engineer 'Representative from time to time . In the event of non-compliance with such instructions/directives, apart from and in addition to other remedies available to the DFCCIL /Railway as specified herein above the Engineer's representative may employ at the work site required workers with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the site and unhampered movement of Railway/DFCCIL traffic. The decision of Engineer's representative in regard to the need, appropriateness and adequacy of the deployment of the required workers with necessary equipment shall be final, conclusive and binding on the contractor. The number of workers and other resources so deployed by the DFCCIL/Railway shall be intimated in writing by the Engineer's representative to the contractor soon after such deployment.

    B. When the required staff workers with necessary equipment are deployed in the above manner, recovery at the following rates shall be made from the contractor's dues under this contract or any other contract. The recovery of total numbers of man hours so deployed at the work site for the above purpose shall be made at the rate of Rs. 80/-(Rs. Eighty) only per hour. The aggregate period of the man hours for purpose of above recoveries shall be reckoned from the time DFCCIL/Railway staff workers actually deployed at the work site till the work is completed to the satisfaction of the Engineer's representative whose decision in this regard shall be final, conclusive and binding on the contractor. Recoveries for the deployment of the tools, plant and equipment shall be made at the rate twice the hire charges as per extant rules.

33. **PERSISTENT NON-COMPLIANCE WITH THE INSTRUCTION OF THE ENGINEER'S REPRESENTATIVE:**

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A. If the contractor persistently does not comply with instruction /directives of the engineer's representative, apart from and in addition to the remedies available to the DFCCIL /Railway as specified herein above without prejudice to the DFCCIL /Railway's right in this regard ,the Engineer's representative which for the purpose of this clause shall include the inspector of Civil Engineering Department, appointed by the DFCCIL can suspend the contractor's work till the Engineer's representative is satisfied that the contractor has taken necessary steps and is in position to comply with the instructions issued by the Engineer 's representative.

B. The decision of Engineer's representative in this regard shall be final, conclusive and binding on the contractor. The contractor shall not have any claim what-so-ever against the DFCCIL for such suspension of the work.

C. During such period suspension of work, the contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt on the part of the contractor shall tantamount to tampering of the DFCCIL track, for which the contractor shall be liable for appropriate action under the relevant provision of Indian Railway Act OR any other act applicable/enforceable from time to time.

a When material are being moved on track under para 1120 of IRPWM material trolley /dip lorry , movement shall be permitted strictly under the control and supervision of DFCCIL representative , holding a competency certificate for working lorries/dip lorry under para 1120(4) of IRPWM without block protection , unloading/loading of material trolley/lorry to permit movement of trains may become necessary. Such incidental loading (s)/unloading (s) shall not entail measurement of payment.

b In course of execution of any of the works specified in the schedule, if any damage occurs to the rails , sleepers , points and crossing or other permanent way materials, tendering them unsuitable or use cost of materials damaged shall be recovered by railway from the contractor as per extent rules.

c All tools, plants equipment and other materials to be used by the contractor shall be of approved type only.

d Contractor must have minimum 100nos, skilled/semi skilled/unskilled P-way manpower on his roll duly approved by DFCCIL and all related compliance to various agencies shall submit the regularly to DFCCIL. These manpower initially approved by DFCCIL should continue through the currency of contract and in case change in these manpower more than 10% of total approved strength, penalty @ Rs. 1000/- per month per manpower shall be levied (GST on penalty will also be applicable in all cases).

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TECHNICAL SPECIFICATION

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PART-B

TECHNICAL SPECIFICATIONS

1. Contractor has to execute the work and to provide persons/ supervisor in various categories as mentioned in schedule of quantity to carry out the works. Brief description of work which is to be carried out under schedule of quantity are as under but not limited to.

(a) **Item No. 052070** - Grouting of masonry/concrete by injection process duly Sealing of cracks, through nipples complete as per Technical Specification and procedure given in IRBM Para No 209 including necessary admixture. (Cement will be paid extra)

(b) **Item No. 052071** - Neat Cement Grout with 20% anti shrinkage compound w.r.t. cement.

(c) **Item No. 61020 -**Removing rail of all types & length from track, laid on any type & density of sleeper by removing fish plates, fastenings & fish bolts and other materials alongwith keeping released rail and all materials safely on cess, as directed by Engineer in-charge. (cutting & drilling of rail shall be paid separately and work to be done under traffic block & Railway's supervision)

(d) **Item No. 61023** BG Track – For Casual/Scattered Renewal work

(e) **Item No. 61030** Insertion of rails of all types & length in track, laid on any type & density of sleeper to the specified gauge. Rates include fastening of rail with sleepers with standard set of fastenings and fixing of fish plates and bolts or, if required, providing gap for welding. (drilling and cutting of rail to be paid separately)

(f) **Item No. 61033** BG Track – For Casual/Scattered Renewal work.

(g) **Item No. 61090** Replacement of sleepers in track with sleepers lying on cess for casual renewal at isolated locations with all fittings complete to specified gauge & cross level with contractor's tools including packing and dressing of ballast, as directed by Engineer in-charge. Released materials shall be neatly stacked and handed over.

(h) **Item No. 61091**BG Track (PSC to PSC sleepers)

(i) **Item No. 161010** Quick cutting with abrasive rail cutter of all types of rail sections including wear resistant, head hardened rails upto 110 UTS, with contractors tools & plants, equipment, consumable with all lead & lift etc. complete as directed by Engineer in-charge. Abrasive Rail Cutter will be as per RDSO Specification No. TM/SM/1 (Rev. 01 of 2007) with latest status of RDSO; Rail Cutting Wheel Abrasive Disc will be as per RDSO Specification No. TM/SM/2 (Rev.01 of 2007) –

(j) **Item no. 161012**: OUTSIDE TRACK 60 Kg - 90 UTS

(k) **Item no. 161016:** ON RUNNING LINES 60 Kg - 90 UTS

(l) **Item no. 161050:** Chamfering of drilled fish bolt holes in rails of any section and any UTS with chamfering kit and with contractor's tools & plants, equipment, consumable with all lead & lift etc. complete, as directed by Engineer in-charge.
Chamfering Kit will be as per RDSO's Specification No. TM-53 Rev. 01 of 2004

(m) **Item no. 061220**: Gas cutting of rail of various sections with contractor's tools & plants, as directed by engineer in-charge :

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(n) **Item no. 061222:** Rail section of 52Kg and above

(o) **Item no. 61150**: Lubrication of Elastic Rail Clips on PSC sleepers with contractor's grease, conforming to Railway's specifications, labour etc. complete as per Para 1411 (5)(b) of IR P.Way Manual

(p) **Item no. 091010**: "Supply of Alumino thermic welding portions 52/60 Kg as approved by RDSO for welding of rails 52/60 kg for 25mm gap by the process of AT welding along with complete accessories confirming to the specification laid down in Indian Railway Standard specification No.IRST-19-2012 up to date correction slips with Single shot crucible fitted with Automatic Tapping Thimble Technology, 3 pieces Mould (Zircon washed) manually pressed for execution of welding of rail joint and compressed air petrol heating techniques including consumable stores complete and as directed by the engineer in charge at site. The following accessories shall be supplied.

1.Alumino Thermic welding Portion (60/52 kg)as per IRS T-19-2012

2. piece Pre-fabricated Dry Mould (60/52 Kg)as per IRS T-19-2012

3.Luting Sand

4.Ignition Match

5.Single shot Crucible fitted with auto tapping thimble

6. Mould shoes (1 set for 50 weld portions)

The following accessories shall be supplied 10% extra by the contractor at free of cost. Single shot Crucible fitted with auto tapping thimble, Three piece pre fabricated dry moulds, Luting sand and Ignition matches.

Note: Rate is inclusive of transportation of above to SSE/P.Way stores"

(q) **Item no.091011**: For 60 Kg Rail, 3-piece Mould and Compressed Air Petrol heating technique

(r) **Item no. 091040**: "25mm gap 'in-situ' welding and finishing of rail joints as per IR's AT Welding Manual under traffic block with Railway's welding portion under Railway's supervision by contractor's competent welder and other skilled labour, including consumables tools & equipments. Item includes use of weld trimmer and & grinding of weld, finished to meet the weld tolerances . Only welding portion and related consumables, e.g. Single shot crucible/Conventional Crucible, mould shoes, pre-fabricated dry mould, luting sand, closing pin, asbestos powder, igniter, thimble and magnesite powder as per method of welding will be supplied by Railways. All other tools, equipments etc. including fuel for pre-heating will be arranged by contractor. Item also includes anti corrosive painting to weld & marking of weld joint, as directed by engineer in-charge"

(s) **Item no. 091041**: "For 60 Kg Rail, Single shot crucible fitted with Automatic Tapping Thimble Technology, 3 pieces Mould (Zircon washed) and Compressed Air Petrol heating technique"

(t) **Item no. 111080:** Earthwork for repairing to cess by cutting or raising of existing cess upto 4 metre from centre of track with Railway's earth including cutting of earth, leading, benching, filling, dressing including cutting of grass / shrubs / trees etc.;

watering, compaction by ramming and levelling of earth for required longitudinal & cross-sectional profile, as directed Note: [Rate also includes repairs of trolley refuges including pulling ballast back upto formation level to avoid impounding of ballast and there after putting the pulled ballast back after cess repairs etc.]

(u) **Item no. 111090**: Repairing of embankment with contractor's own earth including , excavation / loading into contractor's vehicle with soil quality class SQ1 in cess / formation / level crossing, rain cuts etc. in running line to make surface to the desired level and slope to entire satisfaction of Engineer in-charge. Rate shall include sectioning to profile, all lift, descends, ascends, crossing of track / road / nallah etc. including breaking of clods etc. and compaction by rollers / rammers / tamping rods etc.

(v) **Item no. 131020**: "Picking up of slacks in track, as directed by Engineer in-charge without damaging sleepers & fittings, duly opening up ballast, gauging, alignment, correcting longitudinal & cross levels, packing, boxing of ballast and dressing the same under traffic conditions (as per Indian Railways Permanent Way Manual Para-229) :"

(w) **Item no. 131021:** For PSC Sleeper (BG)

(x) **Item no. 131200**: "De-stressing of LWR/CWR with contractor's labours, tools & equipments inclusive of all lead & lift. Activities include cutting of LWR/CWR into convenient panels of specified length, removal of ERCs, liners, greasing of ERCs and liner contact area, lifting rails and keeping them on rollers provided at every 15 sleepers, working out elongation of rail ends depending on prevailing site conditions, pulling rails with the help of Hydraulic Tensor to achieve the desired elongation, cutting rails, as required, removing rollers and placing rail in position, re-fixing ERCs & liners and adjustment of gap at SEJs : Note: (1) Welding of rail joints will be paid separately.

2. Rail cutting and Hole drilling shall be paid separately

(3) Opening and closing of LC if required will be paid separately.

4. As per instructions of LWR manual & CE's Circulars for destrssing of LWR/CWR"

(y) **Item no. 131202**: with Contractor hydraulic Rail tensor

(z) **Item no. 131203**: without hydraulic rail tensor

(aa) Item no. 131270: "Maintenance of track on main line & loops, Points & crossings etc. including special attention to section for carrying out various maintenance works listed in Indian Railways P.Way Manual / Bridge Manual / LWR Manual for safe running of goods and passenger trains with contractor's tools / labours etc. complete, as directed by Engineer in-charge.

{Note : (1) Contractor shall arrange one gang at any point of time comprising of minimum 20 labours with sufficient experience in P.Way working and one P.Way Supervisor. (2) In case, contractor provides less no. of Labour / Supervisor, payment will be deducted @ 10% of the accepted rate per person}"

(bb) **Item no. 131410**: "Cleaning & clearing of side drains including disposing of muck beyond Railway boundary as per instructions of Engineer in-charge to

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keep drains clean and clear in cuttings etc."

(cc) **Item no. 131420**: Removal of all types of muck / malba and garbage which includes waste material, animal carcass, cow dung, debris, sweepings etc. from track and dumping / throwing, as directed by engineer in-charge following all rules / regulations of State / Central Govt. and Authorised Bodies :

(dd) Item no. 131421: In case payment is based on area cleaned

(ee) Item no. 131430: "De-weeding, uprooting of weeds / jungle etc. and dressing including scarifying ballast in entire profile upto toe of ballast on track"

(ff) Item no. 131450: "Trimming of tree branches coming within 4m of centre line of track & those obstructing views of Curves/LCs / Signal / Indicator at locations in section & station yard, as specified by Engineer in-charge including disposal of branches, bushes outside cess/yard.
(Note : Girth of more than 30 cm will only be considered as tree)"

(gg) Item no. 131480: "Patrol man for patrolling during cold / hot weather on track for protecting track with all contractor's labour, tools, plants etc. complete as directed by Engineer In charge
[NOTE:- 1.The person deployed for patrolling must have the following items:
• Valid certificate of competency issued by Railways.
• Medical certificate issued by Railway fit for A-3 medical category.
2.The following equipment will be supplied by Railways for each patrolman and same to be handed over back to Railways in good condition:
• Detonators – 10 nos. if used, bursted detonators to be handed over back and report with reasons for use.
• Tri colour Torch – 1no.
• Equipment list to be supplied by railway to be mentioned.
• Canne –a - boule.(if required)
3.The following equipment to be arranged by contractor for each patrol man. H.S.Flags green-1 No (Std size),H.S Flags -Red-2 Nos(Std size),Torch light 3 cell-1 no, Staff for flags-1no,Whistle Thunder- 1no,Protective clothing to withstand climate, Gum boots, Haver sack"

(hh) Item no. 131481: For a maximum duration of 8 hrs.

(ii) Item no. 131490: "Patrol man for monsoon / security patrolling whenever required for protection of track with all contractor's labour, tools and plants etc. complete and as directed by Engineer in-charge and as per IRPWM (for a duration of 12 hours)
NOTE:-

1. The person deployed for patrolling must have the following items:
   •Valid certificate of competency issued by Railways.
   • Medical certificate issued by Railway fit for A-3 medical category.
2. The following equipment will be supplied by Railways per each patrol man and required to be handed over back to Railways in good condition:
   '• Detonators – 10nos.(in a tin case), if used, bursted detonators to be handed over back with reasons for use.
   • Tri Colour Torch - 1no.
   • Patrol chart.

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• Patrol book.

3. The following equipment to be arranged by contractor for each patrol man:
   • H.S. flags green – 1no.(standard size)
   • H.S. flags red – 2nos. (standard size)
   • Torch (3 cell) – 1no.
   • Staff for flags – 1no.
   • Whistle thunder – 1no.
   protective cloth to withstand the climate Gum boots Haver sack
4. Wherever 2 or more tracks are parallel with in track centres 50m. one patrol man will be sufficient.
   • Wherever the track centers are more than 50m. Separate patrol man to be deputed for each track & extra payment will be made for such case.
5. Route KM means including both UP & DN.]"

(jj) Item no. 131491: For Day shift

(kk) Item no. 131492: For Night shift

USFD Testing of Rails :

(ll) Item no. 141020: "Carrying out Through USFD testing of running rails & welds (excluding flange testing) including the full head width portion of SEJ, lead portion of points & crossings of all types of rails using 0° (4 MHz) and 70° (2 MHz) central forward & backward, 70° (2 MHz) gauge face corner forward & backward and 70° (2 MHz) field forward & backward probes by NBC (Need Based Concept) method under traffic conditions as per provisions of IR's ""Manual & Specifications for Ultrasonic Testing of Rails and Welds"" & related instructions, duly marking defects, submission of daily reports and storing back-up data, as specified & directed. The rates are inclusive of contractor's men, materials & machines complete unless otherwise specified and as directed :"

(mm) Item no. 141021: With Contractor's USFD machine

(nn) Item no.141022: With Railway's USFD machine including related T&P and probes

USFD Testing of A.T.Welds :

(oo) Item no. 141030: Carrying out USFD testing of Alumino Thermic (AT) welds on all types of rails, using 0° (2 MHz) double crystal; 70° (2 MHz) 20mm x 20mm single crystal probe for head & flange testing; 2 nos. 45° (2 MHz) single crystal with tandom rig for testing from rail top to bottom & for half moon testing and 70° (2 MHz) 20mm x 20mm side looking probe by NBC (Need Based Concept) method under traffic conditions as per provisions of IR's "Manual & Specifications for Ultrasonic Testing of Rails and Welds" & related instructions duly marking the defects, submission of daily reports and storing back-up data as specified & directed. The rates are inclusive of contractor's men, materials & machines complete unless otherwise specified and directed :

With Contractor's USFD machine :

(pp) Item no. 141032: Track having more than 3 Rail panels

. USFD Testing of SEJ :

(qq) Item no. 141050: USFD testing of Switch Expansion Joint (SEJ) by NBC (Need Based Concept) method under traffic conditions as per provisions of "IR's Manual

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& Specifications for Ultrasonic Testing of Rails and Welds" with latest amendments & related instructions, duly marking the defects, submission of daily reports and storing back-up data, as specified in the special conditions, as applicable to rail testing. The rates are inclusive of contractor's men, materials & machines complete unless otherwise specified and directed :

(rr) Item no.141051: With Contractor's USFD machine

CSM / DUO / 3X Machine Related Works :

(ss) Item no. 151310: "Carrying out pre-tamping, during tamping and post-tamping work for tamping track with all types of rails, sleepers & sleeper density by various Track Tamping machines, which include :

(1) Re-adjustment of ballast, heaping-up of ballast, filling-up of cavities in tamping zone by picking ballast from stacks / shoulders / crib of adjoining track upto lead of 50 m to ensure effective packing;
(2) Clearing of ballast on sleepers to make them visible to operator,
(3) Clearing of ballast over rail foot to facilitate holding of rail by rollers of TTM;
(4) Digging, screening and replenishment of ballast at mud pumping / rounded ballast in sleeper crib location;
(5) Tightening of loose fittings immediately before & after tamping;
(6) Replacement of broken / missing fittings supplied by Railway;
(7) Correcting displaced sleepers to position along with squaring;
(8) Re-setting of worked-out / fallen fittings;
(9) Removing and re-fixing joggled fish plates & wooden blocks, wherever necessary;
(10) Manual consolidation of ballast in crib / shoulders;
(11) Removing and refixing of traction bonds during the block in electrified sections
(12) Dressing of ballast

NOTE:

1. Contractor to provide minimum 30 men with 2 supervisors for carrying out above work.
2. Tamping blocks are not identical & it may be given at any time either during day or night.
3. Stages of payment a) 30% of the rate will be paid on completion of pre tamping attention, b) Balance 70% of the rate will be paid on completion of post tamping.
4. Recovery at the rate of twice the above applicable rate will be effected in case contractor fails to carry out pre/during/post operation."

(tt) Item no. 151311: (a) For day time block working

(uu) Item no.151312: (b) For Night time block working

(vv) Item no. 151320: "Pre, during & post tamping operations, as mentioned in Item no. 151310 at level crossing portion alongwith opening the road, removing and re-fixing of check rails & fittings, renewal of unserviceable sleepers, painting of

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running rail & check rail, completing road surface to motorable smooth condition after packing is over, as directed for -"

(ww) Item no. 151321 (a) Level crossing with CC block surface

Unimat Machine Related Works :

(xx) Item no.151350: "Carrying out pre-tamping, during tamping and post-tamping works for tamping track with all types of rails, sleepers & sleeper density by various Track Tamping machines, which include :

(1) Re-adjustment of ballast, heaping-up of ballast, filling-up of cavities in tamping zone by picking ballast from stacks / shoulders / crib of adjoining track upto lead of 50 m to ensure effective packing;

(2) Clearing of ballast on sleepers to make them visible to operator;

(3) Clearing of ballast over rail foot to facilitate holding of rail by rollers of TTM;

(4) Digging, screening and replenishment of ballast at mud pumping / rounded ballast in sleeper crib location;

(5) Tightening of loose fittings including check rails immediately before & after tamping;

(6) Replacement of broken / missing fittings supplied by Railway;

(7) Correcting displaced sleepers to position alongwith squaring;

(8) Re-setting worked-out / fallen fittings;

(9) Removing and re-fixing joggled fish plates & wooden blocks, OHE bonds & other obstructions, wherever necessary;

(10) Removing and re-fixing stretcher bar, as directed;

(11) Adjustment in opening and housing of switch for testing operation of points for -"

(yy) Item no.151352: 1 in 12 Turnouts

(zz) Item no. 151355: Derailing Switch

(aaa) Item no. 171230: " Hiring and operating Multi-Utility vehicle of loading capacity one MT with sitting capacity of 4/6 persons, 4 strokes, 4 cylinders engine, factory-built metal body, cargo box type or passenger cabin type or both (with 24 hours availability), including cost of fuel, lubricants, major/minor repairs, salary of driver, toll tax, all other tax complete, operation and maintenance including running upto 1200 km in a month. The vehicle shall run on pucca, kutcha road and along the track. The contractor shall arrange road permit for vehicles for all the States of operation, as per instructions of engineer in-charge and vehicle shall not be more than three years old. **NOTE:** This item to be executed through Special tender."

(bbb) Item no. 171231: Extra over item No 171230 for every additional Km or part there of over 1200 Km in a month

(ccc) Item no. 191300: Clearing waterway of major & minor bridges by removing weeds / shrubs / bushes, removing silt deposit, filling scours, if any upto 10 metre from centre of bridge on either side including disposing waste and silt away from waterway (Rates are for a single line and per metre of bridge span Engineering Indicators :

(ddd) Item no. 201110: Manufacturing, fabricating and supplying retro-reflective sign boards, made of 2mm thick aluminium sheet or 3mm thick aluminium composite sheet, face to be fully covered with high intensity encapsulated type heat

activated retro- reflective sheeting conforming to type-IV of ASTM-D4956-01 in yellow & black or other colour combination including subject matter, message, symbols, borders etc. as approved by Engineer In-charge or as per IRPWM guidelines, pasted on substrate by an adhesive backing which shall be activated by applying heat and pressure conforming to class-2 of ASTM-D-4956-01 and fixing the same with suitable sized aluminium alloy rivets @ 20 cm c/c to back- support frame of M.S. angle iron of size 25mm x 25mm x 3mm along with theft resistant measures, mounted and fixed with 2 nos. M.S. angles of size 35mm x 35mm x 5mm to a vertical post made up of M.S. Tee section ISMT 50mm x 50mm x 6mm, back side of board shall be with non-peelable weather-proof paint, consisting of one coat of zinc chromate primer and two coats of epoxy paint. Vertical post shall have black & white anti-corrosive paint or powder coating complete, as directed

(eee) Item no. 201112: Speed Breaker / Rumble Strips Board

(fff) Item no. 201114: Manned Level Crossing Indicator Board

(ggg) Item no. 201116: Caution Indicator Board

(hhh) Item no. 201117 : Speed Indicator Board

(iii) Item no. 201119: Termination Indicator Board

(jjj) Item no.161190: "Tamping of track for picking up slacks in concrete sleeper track by Hand Held Off Track Tamper (Power Pack Version) with contractor's tools & plants, equipment, consumable with all lead & lift etc. complete, as directed by Engineer in-charge. Off-track tamper (Power Pack Version) will be as per RDSO Specification No. TM/SM/OTT/320, dated 28.01.2009"

(kkk) Item no.131230 : "Fixing Joggled Fish Plates with bolt / clamp (supplied by Railway) in running track conditions at welds on rail, as directed by engineer in-charge (drilling of holes in rail will be paid separately) :"

(lll) Item no. 131231: With 2 bolts

(mmm) Item no. 131233: Fixing with clamps

(nnn) Item no.151270: "Doing various miscellaneous works for proper upkeep of crew rest van / restroom, as directed by machine in-charge (SBCM) by :

(1) Bringing water from nearby source and cleaning machine with water jet or any suitable means;

(2) Fuelling machine duly bringing diesel / hydraulic oil from stacked drums;

(3) Bringing water to the staff rest van or staff rest room, cleaning the rest van / rest room, cooking the food for Track Machine staff or bringing food from outside (cost of food shall be borne by the staff concerned)"

(ooo) Item no. 211220: "Hiring of JCB/Hitachi for levelling and dressing ground/dismantling structures ,Removal of jungle, clearing of earth, lowering high cess etc., alongside the track between up and down lines obstructing drainages of rain water, clearing of bushes obstructing visibility at curves and Level Crossings with all lead and lift etc. complete and as directed by the Engineer-in-charge .All labour, tools and plants consumables stores including supply of JCB/Hitachi with crew to be provided by the contractor at his own cost. The contractor shall arrange road permit for vehicle for all the States of operation, as per instructions of engineer in-charge and vehicle shall not be more than"

(ppp) Item no.151430: "Providing lighting arrangement during night traffic block, to be availed as per instructions of engineer in-charge. Scope of work includes contractor's inflatable emergency tower light two nos. of 400 watt, metal halide lamp, 2.5 kVA petrol engine of 3 hp each with two plugs for halogen each for provision of light at work site. Maintenance of complete unit shall be with contractor's men, materials, equipments and consumables. {Payment shall be made only for that day on the basis of hours utilised when Railway's site engineer actually puts up his requirement. Also, standby arrangement shall be ensured by contractor for any eventuality of failure}
NOTE: In case of tunnels, specific instructions of ADEN to be taken to operate this item in day light working."

(qqq) Item no. 151440: "Providing lighting arrangements for about 100 meters length for block working during night time involving arranging 2.5 kVA generator, 40 CFL / tube lights of 40 Watts (approx.) each fixed to the bullies at required locations on both sides of track including cost of consumables, such as diesel and engine oil etc. with all contractor's labour, tools, plants, machinery, electric wire, switches and connected materials etc. including shifting of generators after each block, all lead and lift complete and as directed by the Engineer incharge"

(rrr) Item no. 181080: "Overhauling of level crossing including digging out upto 50mm below sleeper, screening of shoulder & crib ballast, making good ballast with Railway's ballast from stacks / heaps, replacing worn out sleepers & fastenings, check rails including scrapping of rails and tarring with two coats with contractor's coal tar, correcting crosslevel, gauge, alignment, surfacing and packing etc., filling back ballast, ramming & levelling road surface and fixing concrete"
Broad Gauge:

(sss) Item no. 181082: Level crossings with concrete blocks road surface

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TENDER FORMS

&

ANNEXURES

PART- VII

TENDER FORMS

FORM No.	SUBJECT
Form No.1	Schedule of items
Form No.2	Standing indemnity bond for on account payment.
Form No.3	Format of Integrity Pact
Form No.4	Anti-profiteering
Annexure I to XXXIV	

FORM-01

SL. No	Description of Work	Estimated cost as mentioned in IREPS bid document (Updated price on the basis of LARs)
1	Schedule-A (P-Way work as per USSOR-2019)	**₹ 14,13,76,883.01**
2	Schedule-B (CPWD-DSR 2018) Buildings & Structure)	**₹ 1,07,17,140.00**
3	Schedule-C (NS-Miscellaneous Work)	**₹ 25,83,759.00**
	Total Amount	**₹ 15,46,77,782.00**

Signature of Tenderer (s) with Seal

FORM No. 2

SAMPLE

STANDING INDEMNITY BOND FOR "ON ACCOUNT" PAYMENTS

(On paper of requisite stamp value)

We, M/s_____hereby undertake that we hold at our stores Depot/s at_____for and on behalf of the Managing Director/ DFCCIL acting in the premises through the Chief General Manager/Co / DFCCIL/Prayagraj (E) 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 all risk till they are duly delivered as erected equipment to the employer or as he may direct otherwise and shall indemnify the employer against any loss /damage or deterioration whatsoever in respect of the said material while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the CGM,DFCCIL/Prayagraj (E) 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 long with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

Dated this day_____day of_____20
For and on behalf of
M/s_____(Contractor)
Signature of witness
Name of witness in Block letter.

Address.

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Form no.3

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (herein after called the Integrity Pact) is made on----------
----------day of the month of---------- , between, on one hand, the DFCCIL acting through Shri ---------- Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s----------represented by Shri---
----------Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.
WHEREAS the CLIENT proposes to procure (Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services) and the BIDDER is willing to Offer/has offered for stores or works.
WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions or behalf of the President of India.
NOW, THEREFOR,

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

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

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

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

Commitments of the CLIENT

1.0 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with

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the Contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the Contract, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

1.1 The CLIENT will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.2 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) in reported by the BIDDER to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the Contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the Contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the Contract or in furtherance to secure it and in particular committee itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the (B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

3.3 *BIDDER shalldisclosethenameandaddressofagentsandrepresentativesand Indian BIDDER shall disclose their foreign principals or associates.

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3.4* BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the CLIENT that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the Contract to the BIDDER nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER either while presenting the bid or during pre-contract negotiations or before signing the Contract shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the Contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the, BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial.
Interest/stake in the Bidder's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealing so transactions, directly or indirectly, with any employee of the CLIENT.

4. Previous Transaction

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER's from the tender process.

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

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount_____(to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:-

i. Bank draft or a pay order in favour of_____.
ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof or payment.
iii. Any other mode or through any other instrument (to be specified in the RFP).

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

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

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

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER shall entitle the CLIENT to take all or any one of the following actions, wherever required:-

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(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.

(ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the Contract is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.

(iii) To immediately cancel the Contract, if already signed, without giving any compensation to the[A].

(iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher that the prevailing prime lending rate of state bank of India, while in case of a BIDDER from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to BIDDER from the CLIENT in connection with any other Contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.

(viii) To recover all sums paid in violation of this pact by BIDDER to any middleman or agent or broker with a view a view to securing Contract the contract.

(ix) In cases where irrevocable letters of credit have been received in respect of any Contract signed by the client with the BIDDER, The hall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The client will entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statuteen acted 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

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committed by the BIDDER shall be final and conclusive on the [A]. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

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

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

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

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

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

[A] 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 BIDDER will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be und 'contractual obligation to treat the information and documents of the With confidentiality.

8.6 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.

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

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall exte4nd all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

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

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

13. The parties hereby sign this integrity pact at……On…….

CLIENT	**BIDDER**
Name of the Officer	
Designation	
Deptt./Ministry/PSU	
Witness	**Witness**
1._____	**1.----------**
2._____	**2.**_____

Signature of Tenderer (s) with Seal

Form No. 4

ANTI-PROFITEERINGDECLARATION

TO WHOMSOEVER IT MAYCONCERN

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

1) That I am the_____<Designation of the authorized signatory> of ……. And I am duly authorized to furnish this undertaking/declaration on behalf of …… (Name of the company).

2) That …… (Name of the company) has been awarded the work …… (Name of Work) vide Letter of Award number …….. Dated ……. by M/s Dedicated Freight Corridor Corporation of India Limited.

3) That the Company is fully aware of the anti-profiteering provision under the Goods & Services Tax ("GST")Law(s),

4) That the Company …….. Has passed the benefit of input tax credit available on the……..……..(good/services) having HSN……. supplied to M/s Dedicated Freight Corridor Corporation of India Limited which it is getting on account of reduced tax liability and input tax credit because of enactment of GST Laws after introduction of Goods and Service Tax w.e.f. 1s1 July, 2017. The details and amounts being passed on to DFCCIL are provided in Annexure Of this document and are as per applicable GST Laws. These are true and correct to the best of my knowledge, information and belief.

5) Further, it is to confirm also that in case …….. (name of the organization) will receive any further benefit in future after 1st July, 2017 by way of availment of input tax credits which were not allowed to be availed before 1slJuly, 2017 or reduction in tax rates

Signature of Tenderer (s) with Seal

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

6) That I declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil it could result in penalties under the law.

7) 1 confirms that I am aware of the implication of the above undertaking and our liability on account of incorrect/misleading declaration under the GST Laws.

Signature of the Authorized signatory/ person

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

Name of the Organization and Seal

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

ANNEXURE-I

(Para 16.1(a) of General Instructions) & clause No. 14 (i), (ii) Part-I of GCC APRIL-2022, with up to date correction slip

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

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

Note:- 1. Please enclosed-

(i) Attested copy/copies of the constitution of their firm

(ii) Copy of PAN CARD.

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

Date:

Signature of Tenderer/s
With Seal

ANNEXURE-II

(Para 16.1(b) of General Instructions)& clause No. 6.1 &11(iv) Part-I of GCC APRIL-2022, with up to date correction slip

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BYTENDERER ALONG WITH THE TENDER DOCUMENTS

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

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway Electronic procurement System website www.ireps.gov.in.I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the DFCCIL Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business

Signature of Tenderer (s) with Seal

for a period of up to five year. Further, I/we (*insert name of the tenderer*) ** ---------- ---------- and all my/our constituents understand that my/our offer shall be summarily rejected.

9. I/we also understand that if the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.

10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or,
if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered
(evidence of valid registration by the competent authority is enclosed)

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. **This affidavit is to be given by each member of JV**

"ANNEXURE -III"

(Para 16.0(c) and Note to para 15 Note No.(iii) cof General Instructions) & Clause No. 10.1(a) and explanation to clause 10 -part I of GCC APRIL-2022

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

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

Date:

Signature of Tenderer/s
With Seal

Note:-

(i) Above detail should be given only for works which have been physically completed in all respects, for the similar nature work defined in clause 15.5 above. Part completed work shall not be considered.

(ii) Certificate from Private individual for whom such works are executed shall not be considered for eligibility of tenderers.

(iii) The tenderers should attach self-attested copy of certificate issued by the organizations for whom the work was carried out in the proforma as per Annexure-IV-A, IV-B, IV-C as applicable.

(iv) In column 4 type of organization is to be mentioned viz. Central/ State Governments /Public Sector Undertaking/Public Funded Institutions/Municipal Bodies /DFCCIL Siding owners /Concessionaire/ Public listed company.

(v) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).

(vi) No technical and financial credentials are required for tenders having value up to Rs.50 lakhs.

(vii) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.

(viii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.

(ix) If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.

(x) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

(xi) For col no 7, the value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.

(xii) In case, the Secondary Component(s) has/ have been defined in clause 15.5 above, the details of successfully completed works of similar nature (that defined for the Secondary Component), executed by tenderer himself / the subcontractor (fully by any one or jointly i.e. partly by tenderer and remaining through subcontractor) during last five years, shall also be submitted in above performa.

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

Signature of Tenderer (s) with Seal

ANNEXURE-IV(A)

(Para 16.1 (d) and Note to para 15 Note No.(iii) b of General Instructions) Clause No. 11(i), and explanation to clause 10 of part I of GCC APRIL-2022

COMPLETION CERTIFICATE

Name of Organization

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

Letter **No**. Date:-…….

1	Name of work	
2	Contract Agreement (C/A) No. and date	
3	Name of Firm with address	
4	Nature of entity (Sole Prop./Partnership firm/company/Joint Venture firm/Registered Society /registered Trust etc.)	
5. (i)	In case of Partnership firm/JV/……. Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor	
6.	Original value of contract agreement.	
7	Completion Cost of Work	
7.1	in case final payments have been made- Contract Cost in last approved variation statement plus PVC amount paid	
7.2	in case final bill is pending -	
(i)	the contract cost in last approved variation statement plus PVC amount paid	
(ii)	cumulative amount paid up to last on-account bill including PVC amount and statutory deductions	
8.	Date of award of contract	
9.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
10.(i)	If yes, then actual date of physical completion.	
(ii)	Whether extension to DOC given with penalty or without penalty	

Signature of Tenderer (s) with Seal

11	Total payment made in above contract till the date of inviting of present tender along with financial year –wise break-up	
12	In case of composite work: (See note (vii) below) Payment made for relevant distinct component of the work, out of total payment made under Sr. No. 7 above.	
12.1	In case final payments for the component have been made- Cost of component in contract in last approved variation statement plus PVC amount paid	
12.2	In case final bill is pending -	
(i)	The Cost of component in contract in last approved variation statement plus PVC amount paid	
(ii)	Cumulative amount paid for the component up to last on account bill including PVC amount and statutory deductions	
13	Performance of Contractor (Satisfactory/Unsatisfactory)	

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

(Signature)

Date- **Name and Designation of officer**

Mobile No. of officer

Seal of officer

Note:-

(i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-II).

(ii) Copy of certificate duly self-attested shall be submitted along with tender document.

(iii) Payment made as indicated in above certificate (At Sr. No. 11/ Sr. No. 12) will be considered as value of completed work for the purpose of eligibility under special technical criteria.

(iv) Above format is for guidance only. Any certificate containing information asked for shall be considered.

(v) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).

(vi) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).

(vii) Only those works will be treated as composite works which consist of more than one distinct component of work such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct component in the tender documents.

(viii) No technical and financial credentials are required for tenders having value upto Rs. 50 lakhs.

(vii) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.

(viii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.

(ix) If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.

(x) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

(xi) For col 7 & 12 -The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work/ component.

(xii) In case, the Secondary Component(s) has/ have been defined in clause 15.5 above, the Attested copy of Completion Certificate of works executed by tenderer himself / the subcontractor (fully by any one or jointly i.e. partly by tenderer and remaining through subcontractor) during last five years, shall also be submitted in above performa.

ANNEXURE-IV-(B)

(Para 16.1(d) and Note to para 15 Note No.(iii) b of General Instructions) Clause No. 11.(i), and explanation to clause 10 of part I of GCC APRIL-2022

COMPLETION CERTIFICATE
(If the work is awarded by Concessionaire)

Name of Concessionaire
Address and Contract details i.e.
Phone No.FAX, e-mail.
Letter **No**. Date:-…….

1.1	Name of work /Project executed by the Concessionaire	
1.2	Name and Address of Authority which awarded work to the Concessionaire.	
1.3	Name of work awarded by the Concessionaire to the firm.	
2.	Contract Agreement (C/A) No. and date	
3.	Name of Firm with address	
4.	Nature of entity (Sole Prop./Partnership firm/company/Joint Venture firm/Registered Society /registered Trust etc.)	
5. (i)	In case of Partnership firm/JV/……. Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor	
6.	Original value of contract agreement.	
7	Completion Cost of Work	
7.1	in case final payments have been made- Contract Cost in last approved variation statement plus PVC amount paid	
7.2	in case final bill is pending -	
(i)	the contract cost in last approved variation statement plus PVC amount paid	
(ii)	cumulative amount paid up to last on-account bill including PVC amount and statutory deductions	
8.	Date of award of contract	

Signature of Tenderer (s) with Seal

9.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
10. (i)	If yes, then actual date of physical completion.	
(ii)	Whether extension to DOC given with penalty or without penalty	
11.	Total payment made in above contract till the date of opening of present tender along with financial year –wise break-up	
12	In case of composite work: (See note (vii) below) Payment made for relevant distinct component of the work, out of total payment made under Sr. No. 7 above.	
12.1	in case final payments for the component have been made- Cost of component in contract in last approved variation statement plus PVC amount paid	
12.2	in case final bill is pending -	
(i)	the Cost of component in contract in last approved variation statement plus PVC amount paid	
(ii)	cumulative amount paid for the component up to last on account bill including PVC amount and statutory deductions	
13.	Performance of Contractor (Satisfactory/Unsatisfactory)	

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

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

Note:-

(i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-II).

(ii) Copy of certificate duly self-attested shall be submitted along with tender document.

(iii) Payment made as indicated in above certificate (At Sr. No. 9/ Sr. No. 10) will be considered as value of completed work for the purpose of eligibility under special technical criteria.

(iv) Above format is for guidance only. Any certificate containing information asked for shall be considered

(v) A self-attested copy of LOA and concessionaire agreement executed between concessionaire & Authority at Sr. No 1 above shall be submitted along with this completion certificate.

(vi) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).

(vii) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).

(viii) Only those works will be treated as composite works which consist of more than one distinct component such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender documents

(ix) No technical and financial credentials are required for tenders having value upto Rs. 50 lakhs

(x) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.

(xi) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.

(xii) If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.

(xiii) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

(xiv) For col 7 & 12 -The value of final bill including PVC amount-if paid, or otherwise, In case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work/ component.

(xv) In case, the Secondary Component(s) has/ have been defined in clause 15.5 above, the Attested copy of Completion Certificate of works executed by tenderer himself / the subcontractor (fully by any one or jointly i.e. partly by tenderer and remaining through subcontractor) during last five years, shall also be submitted in above performa.

Signature of Tenderer (s) with Seal

ANNEXURE-IV-(C)

(Para 16.1 (d) and Note to para 15 Note No.(iii) b of General Instructions) Clause No. 11(i), and explanation to clause 10 of part I of GCC APRIL-2022

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

Name of the public listed company
Address and Contract details i.e. Phone No. FAX, e-mail.
Letter **No**.Date:-…….

1.1	Name of work /Project	
1.2	Name and Address of the public listed company	
1.3	Number as incorporated/ registered in the National stock exchange or Bombay stock exchange	
1.4	Date of getting listed in NSE/BSE (document to be attached as per note (vi) below).	
1.5	Average Annual turnover of the public listed company in last three financial years excluding current financial year. (details to be attached as per proforma in annexure VIII as per note (vii) below)	
2.	Contract Agreement (C/A) No. and date	
3.	Name of Firm with address	
4.	Nature of entity (Sole Prop./Partnership firm/company/Joint Venture firm/Registered Society /registered Trust etc.)	
5. (i)	In case of Partnership firm/JV/……. Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor	
6.	Original value of contract agreement.	
7	Completion Cost of Work	
7.1	in case final payments have been made- Contract Cost in last approved variation statement plus PVC amount paid	
7.2	in case final bill is pending -	
(i)	the contract cost in last approved variation statement plus PVC amount paid	

Signature of Tenderer (s) with Seal

(ii)	cumulative amount paid up to last on-account bill including PVC amount and statutory deductions	
8.	Date of award of contract	
9.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
10. (i)	If yes, then actual date of physical completion.	
(ii)	Whether extension to DOC given with penalty or without penalty	
11.	Total payment made in above contract till the date of opening of present tender along with financial year –wise break-up	
12	In case of composite work: (See note (vii) below) Payment made for relevant distinct component of the work, out of total payment made under Sr. No. 7 above.	
12.1	in case final payments for the component have been made- Cost of component in contract in last approved variation statement plus PVC amount paid	
12.2	in case final bill is pending -	
(i)	the Cost of component in contract in last approved variation statement plus PVC amount paid	
(ii)	cumulative amount paid for the component up to last on account bill including PVC amount and statutory deductions	
13	Performance of Contractor (Satisfactory/Unsatisfactory)	

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

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

Note:-

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

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

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

(ii) Above format is for guidance only. Any certificate containing required information asked for shall be considered

(iii) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).

(iv) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).

(v) Only those works will be treated as composite works which consist of more than one distinct component such as Civil Engg, Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender document

(vi) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.

(vii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for **fulfilment** of credentials.

(viii) If a part or a component of work is completed but the overall scope of contract is not **completed**, this work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.

(ix) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

(x) For col 7 & 12 -The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work/ component.

(xi) In case, the Secondary Component(s) has/ have been defined in clause 15.5 above, the Attested copy of Completion Certificate of works executed by tenderer himself / the subcontractor (fully by any one or jointly i.e. partly by tenderer and remaining through subcontractor) during last five years, shall also be submitted in above performa.

ANNEXURE-V

Para 16.1 (f) of General Instructions) **(Clause No.10.3** and explanation to clause 10 of **Part-I of GCC APRIL-2022, with up to (date correction slip)**

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

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

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

Date

Signature of Chartered Accountant

Signature of Tenderer/s with seal

NOTE :-

(a) This statement should be submitted duly verified by Chartered Accountant.

(b) In case of no works in hand, a 'NIL' statement should be furnished duly verified by charted Accountant.

(c) In case of JV firm, the details of works with each member of JV is required to be submitted duly verified by Chartered Accountant.

(d) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.

(e) N for column 10 –Number of years prescribed for completion of work for which bids has been invited.

(f) 'B' is the value of existing commitments and balance amount of ongoing works with the tenderer to be completed in next 'N' years.

(g) For N equal or more than column (9) , Value of 'B'will be same as column (8)

(h) For contracts not having any defined part financial /physical completion stages /milestones, and N < column (9) then the value of 'B' will be as per formula B=(8)*N/(9)

(i) In case part financial / physical completion stages / milestone is defined in the contract's value of 'B' shall be calculated accordingly.

(j) No technical and financial credentials are required for tenders having value uptoRs. 50 lakhs

ANNEXURE-VI

(Para 16.1 (h) of General Instructions)

Clause No.11(iii) Annex.I of Part-I of GCC APRIL-2022 ,with up to date correction slip.

LIST OF PLANTS & MACHINERY AVAILABLE ON HAND AND PROPOSED TO BE INDUCTED (OWN AND HIRED TO BE GIVEN SEPARATELY) FOR SUBJECT WORK.

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

Note:

(a) Indicate clearly, whether (i) Owned by firm, or (ii) To be purchased by firm giving date of placing order and likely date of receipt.

(b) Optimum Plants and Machineries required to be deployed during execution of work.

(i) Earthwork in formation of New Line / Doubling/ Gauge Conversion Project: Poclain, JCB, Vibratory Roller, Grader, Dumpers, Tractors, Water tank etc.

(ii) Concreting work for bridge work: Concrete pump, Transit mixer as per requirement, Batching plant of suitable capacity, JCB, Needle vibrator 60/40mm etc.

Signature of Tenderer/s

Dated:----------

Signature of Tenderer (s) with Seal

ANNEXURE-VII

(Para 16.1 (i) of General Instructions) **Clause No.11 (iii) Annex.I of Part-I of GCC APRIL-2022, with up to date correction slip.**

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

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

Signature of Tenderer/s
Dated:----------

ANNEXURE-VIII

(Para 16.1 (k) of General Instructions)

Clause No.10.2 and 11(ii) Annex.I of Part-I of GCC APRIL-2022,with up to date correction slip

(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)

To,
CPM
DFCCIL, Prayagraj (E).

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

……

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

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

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

Yours sincerely,
Date: … **(Name & Sign. Of Authorized Signatory)**

Seal of firm
Registration No:-

EMail:-
Phone:-
FAX:-

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

Signature of Tenderer (s) with Seal

ANNEXURE-IX

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

CERTIFICATE

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

I…….… (Indicate Name of Sole prop) S/o ……..…(Full address of

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

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

(Indicate Name – Proprietary firm) at ……

Deponent

Signature and Seal

VERIFICATION

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

Deponent

Signature and Seal

Place:-
Date:-

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

ANNEXURE-X

(Para 16.2.7 (a) of General Instructions)Clause No. 17.6 of Annex.I Part-I of GCC APRIL-2022, with up to date correction slip)

MEMORANDUM OF UNDERSTANDING FOR JV

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

NOW THIS Memorandum of Understanding is executed at ……. (Name of Place) on this date …… (DD/MM/YY) between M/s …….. (Name of first constituent and address) as the first party represented by Shri ……and M/s…… (Name of 2nd constituent and address) represented by Shri…….. As the second party and so on 3rd, 4th&5th subsequent parties. (The expression and words of first and second and other shall mean and include their heir's successors, assigns, nominees, execution, administrators and legal representatives respectively).

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

AND WHEREAS the parties herein above mentioned are desirous of entering into a joint venture for carrying out civil engineering and/or contract works in connection with Tender No.
…… (Name of work)…… "As mutually decided between members of Joint Venture Agreement.

1. That we M/s…….. (JV firm) on behalf of all members of this joint venture agreement agreed that M/s …… will be "Lead Partner" of this Joint Venture.

2. That under this MOU, the work will be done jointly by M/s …….. The first party and M/s …… the second and so on ……..in the name and style of ……. (Name)(Joint venture firm).

3. That we JV firm M/s ……. on behalf of all the members of JV firm shall be legally liable, severally and jointly responsible/ liable for the satisfactory/ successful execution/ completion of the works including maintenance period in all respects and in accordance with terms and conditions of the contract.

1. That we M/s JV firm…….. On behalf of all the members of the JV firm to

Signature of Tenderer (s) with Seal

which the contract is awarded, shall be jointly and severally liable to the Employer (DFCCIL) for execution of the project in accordance with General and Special Conditions of the Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.

2. M/s ……(Name of Lead Firm) of JV firm shall be the lead member of the JV firm who shall have a majority ……..% share of interest in the JV firm. The other (One/Two) members shall have following share: - M/s …….. (Name of Second Firm) have ……. % and M/s …….. (Name of Third Firm if any) have ……% share of interest in the JV Firm.

3. That this JV shall be valid during the entire currency of the contract including the period of extension, if any, and the maintenance period after the work is completed.

4. That we all the Joint Venture members authorize Mr./Ms……..……..…one of the members on behalf of the JV firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/ correspondence with respect to the contract would be sent to this authorized member……. (Address) of the JV firm. In case the offer is submitted by the person other than those who is appointed as above and there is difference between the name of the person authorized as above and the person who digitally submitted the offer then our offer shall be deemed to be summarily rejected.

5. That no member of the JV shall have the right to assign or transfer the interest right or Liability in the contract without the written consent of the other members and that of the employer (DFCCIL) in respect of the said tender/contract.

6. That we all the members of the JV certify that we have not been black listed or debarred by DFCCIL or any other Ministry/Department /PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in tenders/contract in the past either in our individual capacity or as a member of the JV firm or partnership firm in which they were members/partners.. I/ We are aware that concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

7. That this Joint Venture MOU shall in all respect be governed by and interpreted in accordance with Indian Laws.

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

Signature of Tenderer (s) with Seal

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

1. **First party (authorized signatory)**

2. **Second party (authorized signatory)**

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

With Seal of parties

Witnesses with name & full address:-

1…….

2……..

Date……

Place…….

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

Annexure-XI

(Para 16.2.7.3(b) of General Instructions)Clause No. 17.14.1 of Annex. I Part-I GCC APRIL-2022)

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

We the following partners of M/s…… (Indicate name of firm) (1)……..…(2)…….....

(3)……..……(4)…….....
(5)……..…(6)……having its office at ……..hereby give our consent on behalf of M/s……..……..(Indicate name of firm) in favour of Mr…….. (Indicate name of Partner), whose specimen signature are appended below, for entering into Joint Venture Agreement with M/s…… (Indicate name of other firm's)…… having office at

……. in connection with T. No……Name of work …… to sign & execute the MOU, JV agreement and all other required documents pertaining to above said tender on behalf of firm.

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

This letter of consent is made at ……. on ……

Name & Signature of Partner/s

(Signature of Sh……..)

DATE.....

1.....
2.....
3 .....
4. .....
5. .....

Seal of the Firm

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

Annexure-XII

(Para 16.2.7.1 of General Instructions) & clause No. 17.14.2, 17.14.3 © and cl.15 of Annex I Part-I of GCC APRIL-2022, with up to date correction slip

SPECIAL POWER OF ATTORNEY

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

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

"T.No…… Name of the work .....

.....……..…….....

.....……""

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

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

For M/s……

(Sign. of Shri……)

(Sign& Seal …….)

Place… .....

Date:…….....

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

Signature of Tenderer (s) with Seal

(For private/ limited company as member of JV- the annexure XII is required even if MOU/JV agreement is signed by the authorized/ Power of attorney holder himself as per the Copy of Resolution) (For sole proprietor firm/HUF as member of JV- Not required if MOU/JV agreement is signed by the proprietor of the sole proprietor firm/ karta of HUF himself).

Annexure-XIII

(Para 16.2.3 (b) of General Instructions)& clause No. 14 (a)(ii), 15 Annex I Part-I of GCC APRIL-2022, with up to date correction slip

SPECIAL POWER OF ATTORNEY
(For Partnership Firms only)

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

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

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

Executants Partner
(Name & signature)

(Signature of Sri……)

Signature of Tenderer (s) with Seal

DATE ……

1.....

2.....

3.....

Place :- 4.....

Seal of Firm Seal of Firm

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

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

Annexure-XIV

(Para 16.2.1 (b) of General Instructions) & clause No. 15 Annex I Part-I of GCC APRIL-2022, with up to date correction slip

SPECIAL POWER OF ATTORNEY

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

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

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

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

(Signature with name of Power attorney Holder) (Name & signature of sole proprietor)

Dated ……

Place …… (Seal of Firm)

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

(Not required if tender is uploaded by Proprietor himself)

Annexure-XV

(Para 16.2.4 (D) of General Instructions)& clause No. 14(c) (ii) and 15 of Part-I of GCC APRIL-2022, with up to date correction slip

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

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

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

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

(Signature of Shri…….)

Authorized signatory of the firm

Dated……

Place ……

Seal of Firm

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.
Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per resolution passed by Board of Directors.

ANNEXURE-XVI

MODEL FORM OF BANK GUARANTEE BOND FOR PG

To
CPM
DFCCIL, Prayagraj (E)

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

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

1. We……..…….. (Indicate the name of bank) i.e. ……. (name, address and branch code) further agreed with the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance/of the said Agreement and that it shall continue to be enforceable till all the dues of the

Signature of Tenderer (s) with Seal

Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till --------- (office/Department) Ministry of ---------- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on in writing on or before the ---------- we shall be discharged from all liability under this guarantee thereafter.

2. We…….. (Indicate the name of bank) i.e. ……. (name, address and branch) further agree with the government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to post opens for any time or from time to time any of the powers exercisable by the Government against the said, Contractor(s) and to further or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
3. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/Supplier(s).
4. We ---------- (indicate the name of bank) i.e. ……. (Name, address and branch code) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the---------- day of ---------20

For _____(indicate the name of bank)

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

Signature of Tenderer (s) with Seal

ANNEXURE-XVII

(Para 16.2.7.4 (c) of General Instructions &Clause No. 17.14.3 (a) of Annex.I Part-I of GCC APRIL-2022, with up to date correction slip)

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

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

****

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

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

Note:-

1. Stipulations in the above specimen Board's Resolution are for guidance only. Companies can incorporate other stipulation /stipulations relevant with the tender and formation of JV, if required.

2. The above Annexure should be executed on the Letter Head of the company.

Signature of Tenderer (s) with Seal

Annexure-XVIII

Clause No. 16.2.7.3(c) of General Instructions &Clause No. 17.14.1 (c) and 15 of Annex.I Part-I of GCC APRIL-2022, with up to date correction slip

SPECIAL POWER OF ATTORNEY

(For Partnership Firms participating as a member of JV only)

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

(1)……..…2……3…… ……..……4……5…… ….……6……having its office at ……..hereby give our consent on behalf of M/s……. ……..(Indicate name of firm) in favour of Mr…….. (Indicate name of Partner), whose specimen signature are appended below, for entering into Joint Venture Agreement with M/s…… (Indicate name of other firm's)…… having office at ……. in connection with T. No……Name of work …… to sign & execute the MOU, JV agreement and all other required documents pertaining to above said tender.

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

Executants Partner

(Signature of Sri……) (Name & signature)

DATE …… 1.....

2.....

Place …….. 3.....

4.....

Seal of Firm Seal of Firm

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

Signature of Tenderer (s) with Seal

ANNEXURE-XIX

Clause No. 16.1(g) of General Instructions Clause No. 10.3 Annex.I Part-I of GCC APRIL-2022, with up to date correction slip

(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)

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

To

CPM

DFCCIL, Prayagraj (E).

Sub: -Construction works executed and payment received

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

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

Yours sincerely,

Date: … (Name & Sign. Of Authorized Signatory)

Seal of firm

Registration No:-

E-Mail:-

Note :

(a) In case of JV firm details of construction works executed by each member of JV is required to be submitted

(b) In case, the tenderer/s failed to submit the above statement (for tenders valuing more than 20 Cr) along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.

Annexure –XX

Clause No. 16.2.7.5(d) of General Instructions &Clause No. 14(f)(iii) and 15 of Annex.-I Part-I ofGCC APRIL-2022, with up to date correction slip

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

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S .....…… (Name of LLP & LLPIN number) is a LLP Firm registered under the LLP Act, 2008, and having its registered office at…… (herein after called the 'LLP').

AND WHEREAS by its resolution No…… passed in the meeting held on…… of the Partners of the LLP ……. (LLP name) have decided to participate in the tender No._____ invited by DFCCIL for the work namely"_____"
I……(name and designation) the authorized representative of M/S …… …… (name of LLP) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. _____(designation)_____(address)_____& Mr./ Ms./Mr./Ms. _____(designation)_____(address)_____ who is/are presently holding the above mentioned position in the LLP as our true and lawful attorney (hereinafter referred to as "Attorney") of the LLP to jointly or severally exercise all or any of the following powers for and on behalf of M/S…… (name of LLP & LLPIN number) in respect of the aforesaid tender Invited by the DFCCIL :

1. To appear before office of DFCCIL related to the process of tendering for the above said tender.
2. To download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on www.ireps.gov.infor the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by DFCCIL.
5. To sign the agreement and other relevant documents & receive payment on behalf of firm,
6. To co-ordinate measurement through contractor authorized engineer, witness measurement, sign measurement books on behalf of firm.

Signature of Tenderer (s) with Seal

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

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

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

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

Signature Name:

Address:of LLP:
Name of (Executants):
Designation:

Signature Name:
Address:

Signatures of authorized representative & Seal of authorized representative

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

(1)Name …… Signature……

(2) Name)……Signature……

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

(Seal and signature of Notary Public)

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

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

Annexure -XXI

Clause No. 16.2.5(c) of General Instructions &Clause No. 14(f)(iii) Annex.I Part-I of GCC APRIL-2022,with up to date correction slip

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

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF_____ (LLP Name) having LLPIN_____of 20…….. (Hereinafter referred to as LLP) HELD ON (Date) _____ AT (Address) _____ Whereas the Board has been described about NIT No._____ issued by DFCCIL for the work name"_____ _____". Partners discussed the matter and after discussion following resolution was passed:

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

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

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

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

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: _____
Designation: _____
Place:
Dated:

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

(Seal and signature of Notary Public)

Note:-

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

Annexure –XXII

Clause No. 16.2.6(c) of General Instructions &Clause No. 14(e)(iii) and 15 of Annex.I Part-I of GCC APRIL-2022 ,with up to date correction slip

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

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

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

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

Signature of Tenderer (s) with Seal

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

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

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

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

WITNESSES:
Signature Name:
Address:

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

Name of authorized (Executants):
Designation:

Signature
Name:
Address:

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

(1) Name …… Signature……

(2) Name)……Signature……

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

(Seal and signature of Notary Public)

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

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

Annexure-XXIII

Clause No. 16.1(n) of General Instructions Information and particulars in terms of Para 11(a) and11(b) of General Instructions and Clause No. 16 of Annexure-I Part-I of GCC APRIL-2022, with up to date correction slip.

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

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

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

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

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

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

Signature of Tenderer (s) with Seal

3.			
4.			

Note:-

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

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

(3) Also submit the document of permission from the President of India or any officer, duly authorized by him in this behalf, in case (i) where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender (ii) where such Engineer or officer is a partner or director as the case, in partnership firm or an incorporated company,.

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

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

Note :-

5. Details as per the above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such relative, Nil to be furnished in the format.
6. In case details are not submitted in terms of Para 11(b) of General Instructions by the tenderer, their offer shall be summarily rejected.

Signature of the tenderer…….
Name……

Annexure-XXIV

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

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF_____ (LLP Name) having LLPINof 20…….) (hereinafter referred to as LLP) HELD ON (Date) _____ AT (Address) _____
Whereas the Partners have been described about NIT No._____ issued by DFCCIL for the work namely "_____". Partners discussed the matter and after discussion following resolution was passed:

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

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

Resolved further that LLP/Partners authorize(s) Mr./Ms._____(name and designation) of the LLP to execute Power of Attorney in terms of this resolution in favour of Mr./Ms._____ Mr./Ms._____ the person(s) above named.
The acts done and documents executed by such above named authorized person(s) shall be binding on the LLP.
For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person:

_____ Designation:

_____

Place:
Dated:
Executed and Signed before me on this…….....day of …. ...At ……..(place).

(Seal and signature of Notary Public)

Annexure : XXV

Clause No. 16.2.5(d) of General Instructions

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

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS M/S …… (name of LLP & LLPIN number) is a LLP registered under the LLP Act, 2008, and having its registered office at…… (Herein after called the 'LLP').

AND WHEREAS by its resolution No…… passed in the meeting held on…… of the Partners of the LLP, the LLP…….. (LLP name) has decided to participate in the tender No._____ issued by DFCCIL for the work namely "_____" in Joint Venture and for the purpose the LLP shall enter into and execute joint venture agreement with M/S_____ & M/S_____(name of other constituent(s) of joint venture) AND THAT M/S_____(name of the lead member of joint venture) shall act as the lead member of above mentioned joint venture.

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

Signature of Tenderer (s) with Seal

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

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

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

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

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

IN WITNESS WHEREOF this deed has been signed and sealed by

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

WITNESSES:

Signature

Name:

Address:

Signatures of authorized representative & Seal of LLP:

Name of authorized representative:

Designation:

Signature

Name:

Address:

Specimen Signatures of Attorney Holder in token of acceptance:

(1)Name ……Signature……

(2)Name ……Signature……

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

(Seal and signature of Notary Public)

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized. Required even if tender documents are submitted by the authorized/ power of attorney holder of the LLP firm himself

ANNEXURE-XXVI

(Para 16.2.7.6 (c) of General Instructions)

SPECIMEN RESOLUTION OF EXECUTIVE COMMITTEE OF REGISTERED SOCIETY/TRUST(To be printed on registered society/ trust letter head)

FOR ENTERING INTO JV WITH OTHER ENTITIES

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

******

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

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

Name and Signed by authorized

Executants/s of Registered Society/Trust

Note:-

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

Signature of Tenderer (s) with Seal

Annexure-XXVII

(Para 16.2.7.6 (c) of General Instructions)

SPECIAL POWER OF ATTORNEY

(To be submitted by Registered Society/Trust participating as member of JV) BE

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

"T.No……Name of work…….....
……..……""

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

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

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

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

Place…

Date:-……..

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

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

Signature of Tenderer (s) with Seal

ANNEXURE- XXVIII

SAMPLE

AGREEMENT

CONTRACT AGREEMENT

THIS AGREEMENT ("Agreement") is made at New Delhi 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 witnesses 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 Employer, the Employer 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
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, SEALEDAND DELIVERED

By the said
Name

_____

On behalf of the Contractor in the

presence of:

Witness
Name
Address

By the said

Name

_____

on behalf of the Employer in the

presence of:

Witness
Name
Address

Enclosures:-

1. Annexure 'A' -Tender Papers
2. Annexure 'B' -Letter of Acceptance of
Tender No. Dated
Along with Summary of Prices

ANNEXURE-XXIX

((Para 16.2.2 (a) of General Instructions) clause 14(ii) (b) of the GCC APRIL-2022)

CERTIFICATE

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

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

1. That I, who is submitting the tender on behalf of the **HUF** is in the position of **Karta** of the HUF, working in the name & style of ……. (Indicate Name – HUF) at ……

2. That, I…….(Indicate Name of Karta) has the authority, power and consent given by other members to act on behalf of ……..(name of HUF)

Deponent

Signature and Seal

VERIFICATION

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

Deponent

Signature and Seal
Place:-

Date:-

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

Annexure XXX

(Para 16.2..2 (b) of General Instructions)(Clause14 (ii) (b) and clause 15 of the GCC APRIL-2022)

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

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

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

Signature of Tenderer (s) with Seal

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

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

DATE ……

Place ……..

1.....
2.....
3.....
4.....

Seal of Firm

Seal of Firm

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

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

Annexure XXXl

((Para 16.2.3 (c) of General Instructions)Explanation for clause 10 – eligibility criteria, of the GCC APRIL-2022)

DECLARATION BY NEWLY FORMED PARTNERSHIP FIRM/ LLP Firm
(Mandatory if tenderer is Newly Formed Partnership Firm/ LLP Firm)

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

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

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

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

That, following relevant documents are Annexed with bid –

1. Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I

Signature of Tenderer (s) with Seal

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

Declaration by the Tenderer:-

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

Name and Signature of Tenderer along with Seal

Notes-

1. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3*0.2*value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
2. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.

3. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
4. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
5. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

Annexure XXXII

(Para 16.2.3 (d) of General Instructions)(Explanation for clause 10 – eligibility criteria, of the GCC APRIL-2022)

DECLARATION BY AN EXISTING PARTNERSHIP FIRM/ LLP FIRM
(Mandatory if tenderer is an Existing Partnership Firm/ LLP Firm)

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

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

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

OR

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

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

AND / OR

1.3 That, we are an existing Partnership Firm/ LLP Firm in the name and style of

Signature of Tenderer (s) with Seal

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

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

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

(1) Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I.
(2) A copy of previous partnership Firm (Notarized or duly registered with the Registrar) (3) Affidavit as per proforma given of Annexure –IX for previous Propriety firm (duly executed on stamp paper and notarized).
(3) Copy of previous LLP agreement and certificate of incorporation.
(4) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm)
(5) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, LLP firm or propriety firm)
(6) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para16.1 (c), (d), (f),(g), (k) above.

Declaration by the Tenderer :-

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

Name and Signature of Tenderer
Along with seal.

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

Signature of Tenderer (s) with Seal

Annexure XXXIII

(Para 16.2.4 (e) of General Instructions)(Explanation for clause 10 – eligibility criteria, of the GCC APRIL-2022)

DECLARATION REGARDING CONSTITUTION OF EXISTING/ NEW COMPANY
(Mandatory if tenderer is an Existing / New Company)

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

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

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

OR

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

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

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

1 Details of company getting merged as per annexure I
2 Copy of Memorandum of Association/ Articles of Association of the Company getting merged
3 Copy of certificate of incorporation of previous company getting Merged.

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4 Resolution by the Board of Directors for the Merger of the company(s) with the tenderer
5 Proof of surrender of previous PAN no
6 Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such Company(s) joining the new/ existing Company, as per para 16.1 (c), (d), (f), (g), (k) above.

Declaration by the Tenderer :-

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

Name and Signature of Tenderer
alongwith seal.

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

Annexure XXXIV

clause 10.1 (b) (iii) of part I and clause 7 of part II of the GCC APRIL-2022)

DFCCIL

CONTRACT AGREEMENT OF SECONDARY COMPONENT OF THE WORKS

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

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

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

NOW THIS INDENTURE WITNESSETH that in consideration to payments to be made by the DFCCIL, the Contractor will duly perform the said works in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the DFCCIL and will complete the same in accordance with the said specifications and said drawings and said conditions

Signature of Tenderer (s) with Seal

of contracts on or before the ---------- day of ----------20--- and will maintain the said work for a period of ---------- calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions there is mentioned (which shall be deemed and taken to be part of this contract as if the same have been fully set forth herein) AND the DFCCIL both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the DFCCIL will pay or cause to be paid to the contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

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

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

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

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

For and on behalf of the Contractor

Name of Authorized Signatory

Witness of the Signature

1.

2.

Address :----------

Signature of Sub Contractor

Name of Authorized Signatory

Witnesses of the Signature

1……..

2……..

Address:……

(Seal and signature of Notary Public)

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

END OF DOCUMENT