



-:Tender No:-

EDFC-TDL-BALLAST-2024R

For the Work

Supplying & transporting, spreading and stacking 49000 cum Machine Crushed Hard Stone Ballast of 65mm Gauge in between New Khurja station to New Bhaupur Section (By Rail) of EDFC, under jurisdiction of CGM/TDL.

**E-Tender Document
(TECHNICAL BID)
(PACKET-A)
JUNE-2024**

-:Employer:-

Dedicated Freight Corridor Corporation of India Limited
(A Government of India Enterprise)
(Under Ministry of Railways)

Chief General Manager/TDL, DFCCIL Office
Complex, New Tundla Station/EDFC, Village-
Bhakti Ghari, Tehsil-Tundla, Dist.- Firozabad,
Uttar Pradesh, PIN-283204.

Corporate Office:
5th Floor, Supreme Court, Metro Station Building Complex,
New Delhi-110001.

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PART-1
Chapter-I
NOTICE INVITING E-TENDER

DATE: 12.06.2024

Tender No: EDFC-TDL-BALLAST-2024R

Dear Sirs,

Supplying & transporting, spreading and stacking 49000 cum Machine Crushed Hard Stone Ballast of 65mm Gauge in between New Khurja station to New Bhaupur Section (By Rail) of EDFC, under jurisdiction of CGM/TDL.

- 1.1.1 Chief General Manager/TDL, DFCCIL Office Complex, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil-Tundla, Dist.- Firozabad, Uttar Pradesh, PIN-283204 India, invites Single stage Two Packet tender through E-tendering on prescribed forms from firms / Companies / Joint Ventures having requisite experience and financial capacity for execution of the following work:

Tender No.	EDFC-TDL-BALLAST-2024R
Name of Work	Supplying & transporting, spreading and stacking 49000 cum Machine Crushed Hard Stone Ballast of 65mm Gauge in between New Khurja station to New Bhaupur Section (By Rail) of EDFC, under jurisdiction of CGM/ TDL.
Employer	Chief General Manager/TDL, DFCCIL Office Complex, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil-Tundla, Dist.- Firozabad, Uttar Pradesh, PIN-283204
Type of Tender	Open-E-Tender
Type of Contract	Open E-Tender (Single stage Two Packet)
Tender Value	₹ 10,33,02,850/- Including GST @ 18%
Period	9 Months
Earnest Money Deposited (EMD)	Rs. 6,66,600/-
Security Deposit	5% of contract value. As per GCC clause no. 16(1) & (2)
Cost of Tender Document	Rs. 10,000/- + 18% GST
Tender processing fee	As per term & conditions of e-tendering website.

E-tendering website	www.ireps.gov.in For any help in connection with E-tendering & matter relating to Digital signature, please contact 'Help Desk' available on left Navigation Block of home page of the site https://www.ireps.gov.in and phone No. 011-23761525
Date of uploading of NIT & Bid documents (online publishing date)	12.06.2024
Date of document download/Sale (Online)	AS per IREPS
Issue of Corrigendum, if any	On or before last three days from last date of submission
Date & Time of Submission of Tender	12.06.2024
Last date of submission of EMD, tender document cost	03.07.2024 upto 15:00hrs
Date & Time of Opening of Tender	03.07.2024 at 15:30 hrs
Validity of Offer	120 days

1.1.2 Eligibility shall be assessed on applicants, fulfilling the technical capability and competence as well as for financial and organizational resources as specified in clause no. 1.3.13 (i) A & B of Preamble and General Instruction to tenders (Part - I, Chapter III).

1.1.3 Tender document can be viewed & downloaded from DFCCIL's website www.dfccil.com, www.ireps.gov.in & Central Procurement portal <https://eprocure.gov.in>. Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections additions or alterations in the downloaded tender documents are made, such tender shall be summarily rejected.

1.1.4 DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases the addendum(s) / corrigendum(s) shall be issued and placed on www.ireps.gov.in only at least three days in advance of date of submission of tender. The tenderers 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 uploaded along with the submission of tender.

- 1.1.5 To participate in the E-Bid submission, it is mandatory for the bidders to have user registration on IREPS Portal and valid Class III DSC as required by IREPS. Help desk for E- Tendering,
- A. For any help in connection with E-tendering, please contact 'Help Desk' available on left Navigation Block of home page of the site <https://www.ireps.gov.in>.
 - B. User manual for Contractors is available under Learning Centre tab on the left Navigation block of the home page of the site <https://www.ireps.gov.in>. The procedure of using Help Desk is also described in this user Manual. The bidders may contact at 011- 23761525 in case of any doubt.

- 1.1.6 The tender documents shall be submitted in online mode only through website <http://www.ireps.gov.in> in two e-Packets only viz Packet- A containing TECHNICAL BID and Packet- B containing FINANACIAL BID. Detailed credential as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in technical bid.

Summary of Prices (Form No. 3) with % age above or below or at par on the amount of Schedules duly filled in along with Schedule of Prices (Form - 4) are to be submit **online mode only** in "Financial Bid".

Tenderer shall submit the Cost of Tender Document in favour of DFCCIL as detailed in Para 1.3.4.3 of Preamble & General Instructions to Tenderers (Part-I, Chapter-III).

Tenderer shall submit the EMD as detailed in Para 1.3.8 of Preamble & General Instructions to Tenderers (Part-I, Chapter-III) in original in the office of Employer, (Address- Chief General Manager/TDL, DFCCIL Office Complex, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil-Tundla, Dist.- Firozabad, Uttar Pradesh, PIN-283204) on or before the scheduled date and time of submission of tender

Financial Bid (as specified in "Financial Bid" in Tender Document) duly filled in is to be uploaded in "Financial packet". The rates must be filled after downloading the financial bid document in the prescribed format from the website <http://www.ireps.gov.in>. The financial bid should be downloaded & then filled up, saved and uploaded on the E-tendering website using digital signature for signing the document.

- 1.1.7 Tenders shall be opened at the address given below electronically on dated 03.07.2024 at 15:30 hours. Address of Office of the Chief General Manager/ TDL (for opening of tenders):- Chief General Manager/TDL, DFCCIL Office Complex, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil-Tundla, Dist.- Firozabad, Uttar Pradesh, PIN-283204. All the Bids received shall be opened on the date and time mentioned above in the tender notice. Bid of the bidders shall be opened through process of e- tendering.

- 1.1.8 Tender shall be submitted as per "General Instruction to Tenderers" forming as part of the complete tender documents.
- 1.1.9 Any tender received without Bid Security and cost of tender documents from such bidders as per term & conditions (in case of downloaded tenders) in the form as specified in the tender documents shall not be considered and shall be summarily rejected.
- 1.1.10 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.
- 1.1.11 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of DFCCIL in this regards shall be final and binding.
- 1.1.12 Information as required as per various Forms to tender document should be submitted by the tenderers without fail strictly as per formats.
- 1.1.13 The validity of offer shall be 120 days from the date of opening of the tender.
- 1.1.14 Transfer of the tender document purchased by intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased / downloaded from DFCCIL website: www.dfccil.gov.in / www.ireps.gov.in by them.
- 1.1.15 Tenderers must read all instructions regarding e-tendering process as mentions in PREAMBLE & GENERAL INSTRUCTION TO TENDERERS Part I, Chapter III.
- 1.1.16 Tenderers are advised to regular visit the E-Tender Portal (<https://www.ireps.gov.in>) for information regarding tender. Corrigendum, addendum (if any) etc.
- 1.1.17 As per "**GCC 2022 Clause 16.(4)(a)- Performance Guarantee**":- M/s MAA JAGDAMBE CONSTRUCTION COPMANY-LUCKNOW, C/O- Sudhir Mishra, Shahinoor Colony, Neelmatha Bazar, Lucknow-226002, Uttar Pradesh, India & M/s S K Construction Company- Chhatarpur, House No. 476, Ward No. 02, Besid, Chhatarpur-471001, Madhya Pradesh, India are debarred from participating in this tender.

**Chief General Manager/TDL
For & on behalf of DFCCIL**

PART-1
Chapter – II
GENERAL DATA SHEET

TENDER NOTICE NO	EDFC-TDL-BALLAST-2024R DATE:- 12.06.2024
Name of the work	Supplying & transporting, spreading and stacking 49000 cum Machine Crushed Hard Stone Ballast of 65mm Gauge in between New Khurja station to New Bhaupur Section (By Rail) of EDFC, under jurisdiction of CGM/TDL.
(a) Tender Value	₹ 10,33,02,850/- Including GST @ 18%
(b) Completion Period	9 Months
(c) Earnest Money	Rs. 6,66,600/-
(d) Date and Time of Issue of Tender	From 12.06.2024
(e) Last date and Time of submission of Tender	03.07.2024 upto 15:00hrs
(f) Date and Time of Opening of Tender	On 03.07.2024 at 15:30hrs
(g) Validity of offer	120 days
(h) Retention Money / Security Deposit	5 % of Contract Value
(i) Performance Guarantee	Bank
	Performance Guarantee (PG) have to be submitted within 21 (Twenty One) days from the date of issue of Letter Of Acceptance (LOA), amounting to 5% of the contract value in the form as given in clause 16.4 of GCC

PART-1
Chapter – III
Instructions To Tenderer

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

1.3.1 Introduction

(i) General

Dedicated Freight Corridor Corporation of India Ltd.(DFCCIL), a public sector undertaking has been set up under the Indian Companies Act, 1956 for implementation of Dedicated Freight Corridor Project. Government of India is the sole holder of the DFCCIL.

Ministry of Railways (MOR), Government of India has planned to construct Dedicated Freight Corridor (DFC) covering about 3338 route Kilometres on Eastern and Western Corridors. The coverage of Eastern Corridor is from Ludhiana to Dankuni and Western Corridors planned from Jawaharlal Nehru Port, Mumbai to Rewari/ Tughlakabad /Dadri near Delhi. There will be a linkage between two corridors at Dadri.

(ii) Eastern Dedicated Freight Corridor

Eastern DFC Route will be approximately 1839Km long from Dankuni to Ludhiana via Dankuni–Asansole–Dhanbad–Gaya–Sonnagar - Mughalsarai-Allahabad - Kanpur - Tundla- Aligarh - Khurja - Bulandshahr – Meerut – Saharanpur–Ambala-Ludhiana. Proposed alignment of DFC has been generally kept parallel to existing Indian Railway line except provision of detours at some stations where the existing yards/ cities are congested .

The New Bhaupur-New Khurja section of Eastern Dedicated Freight Corridor has been dedicated to nation by the Honourable Prime Minister of Government of India on 29th Dec-2020. Commercial operation of Goods Trains has been started in between The New Bhaupur-New Khurja section of Eastern Dedicated Freight Corridor. For smooth and safe running of Goods Train regular maintenance of tracks including yards, Civil buildings and major & minor bridges are essentially required as per protocol and standards.

EDFC-1 is part of EDFC and start from New Bhaupur CH: 518.087 to New Khurja CH: 849.140 of DFCCIL . The section is approximately 350 km long and having 10 crossing/junction stations in between. The details of stations are as under .In addition to crossing/junction stations there are 10 Nos IMDs/IMSDs near station buildings and many other service building in block sections.

S. No	Description	Type of Station	Location	Chainage
1.	New Bhaupur station	Junction station	New Bhaupur Yard	518.087
	IMSD New Bhaupur			517.837
2.	New Kanchausi station	Crossing Station	New Kanchausi yard	558.277
	IMSD New Kanchausi			559.187
3.	New Achalda station	Crossing Station	New Achalda Yard	584.887
	IMSD New Achalda			585.037
4.	New Ekdil station	Crossing Station	New Ekdil Yard	618.264
	IMD New Ekdil			618.871
5.	New Bhadan station	Crossing Station	New Bhadan Yard	664.421
	IMSD New Bhadan			663.621
6.	New Makhanpur station	Crossing Station	New Makhanpur Yard	696.371
	IMSD New Makhanpur			698.011
7.	New Tundla station	Junction station	New Tundla Yard	703.807
	IMSD New Tundla			704.282
8	New Hathras station	Crossing Station	New Hathras Yard	768.683
	IMSD New Hathras			769.683
9.	New Daudkhan station	Junction station	New Daudkhan Yard	797.851
	IMSD New Daudkhan			798.451
10.	New Khurja station	Junction station	New Khurja Yard	849.140
	IMD New Khurja			850.270

Supplying & transporting, spreading and stacking 49000 cum Machine Crushed Hard Stone Ballast of 65mm Gauge in between New Khurja station to New Bhaupur Section (By Rail) of EDFC, under jurisdiction of CGM/TDL.

(iii) General instructions (for on line tendering system)

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. An e-tendering portal of Dedicated Freight Corridor Corporation of India (DFCCIL) introduced for the process of e-tendering which can be accessed on www.ireps.gov.in. (Refer in the BID DOCUMENTS).

Words in capital and not defined in this document shall have the same meaning as in "BID DOCUMENTS". Benefits to Suppliers/service providers are outlined on the Home-page of the portal.

A) ACCESSING/PURCHASING OF BID DOCUMENTS:

It is mandatory for all the Bidders to have class-III digital signature certificate (in the name of person who will sign the Bid) from any of the licensed certifying agency ("CA") [Bidders can see the list of licensed CAs from the link www.cca.gov.in] to participate in e-tendering of DFCCIL.

The BID DOCUMENTS can be viewed /downloaded from the website www.dfccil.com, www.ireps.gov.in & Central Procurement portal <https://eprocure.gov.in> free of cost till one day prior to last date of submission of the Application upto 15.00 hrs.

Following may be noted-

- i) Bids can be submitted only during the validity of registration with the ireps.gov.in.
- ii) The amendments to the BID DOCUMENTS, if any, will be posted on the website www.dfccil.com, www.ireps.gov.in & Central Procurement portal <https://eprocure.gov.in>.
- iii) Registration with the ireps.gov.in should be valid at least upto the date of submission of bid.

Help desk for E- Tendering

- A. For any help in connection with E-tendering, please contact 'Help Desk' available on left Navigation Block of home page of the site <https://www.ireps.gov.in>.
- B. User manual for Contractors is available under Learning Centre tab on the left Navigation block of the home page of the site <https://www.ireps.gov.in>. The

procedure of using Help Desk is also described in this user Manual. The bidders may contact at 011-23761525 in case of any doubt.

- C. To participate in bidding, Bidders have to pay a sum of Rs. 10,000/- + GST @ 18% i.e. Rs. 11,800/- (Rs. Eleven Thousand & Eight Hundred Only) as a cost of the BID DOCUMENT (non-refundable) as mentioned in clause 1.3.4.3 of preamble & general instructions to tenderer, Part I, Chapter III.

B) PREPARATION & SUBMISSION OF APPLICATIONS:

Detailed BID DOCUMENTS may be downloaded from www.ireps.gov.in and the Bid may be submitted online following the instructions as per user manual on www.ireps.gov.in portal. A Vendor manual containing the detailed guidelines for e-tendering system is available on ireps.gov.in.

Only Electronic Form (to be uploaded on the IREPS)

Submission of Financial & Technical bid in prescribed Format in **ON LINE MODE ONLY**. No other mode of submission is accepted.

C) Document should be uploaded on the IREPS side(On line mode only)

- i. Copy of PAN Card.
- ii. Copy of GST Registration Certificate. In case the tenderer is yet to get GST registration Number, Upload the proof for applying GST Registration.
- iii. Tenderers are required to upload affidavit as per Form No. 22 as stipulated in clause 1.3.13 (iii) regarding documents in support of his/their claim to fulfil the eligibility criteria in the tender document.
- iv. An undertaking from the person having PoA referred in sub clause (a) above that they agree and abide by the bid documents uploaded by DFCCIL and amendments uploaded, if any.
- v. SUBMISSION OF FINANCIAL ELIGIBILITY CRITERIA CREDENTIALS In prescribed format mentioned in BID DOCUMENTS.
- vi. SUBMISSION OF TECHNICAL ELIGIBILITY CRITERIA CREDENTIALS in prescribed format mentioned in BID DOCUMENTS
- vii. Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- viii. Contractor shall submit cost of BID DOCUMENTS of Rs 11800/- (Rupees Eleven thousand eight hundred only, as mentioned in clause 1.3.4.3 of preamble & general instructions to tenderer, Part I, Chapter III) through net banking or payment gateway in DFCCIL Bank Account as mentioned in IREPS Portal (Online Mode only) On or before schedule date& time of submission of

bid. The proof of submission Tender documents cost should be uploaded/attached along with Bid/offer document.

- ix. The Bid security / Earnest Money should be deposited by the tenderer in the DFCCIL Bank or in any form As mentioned clause no. 1.3.8 of preamble & general instructions to tenderer, Part I, Chapter III through Net Banking or Payment Gateway (Online Mode only) or before Schedule date & Time of submission of Bid. The Proof of Submission of EMD should be uploaded/attached along Bid/offer Document.

Note:-

- a. Please ensure that all uploaded documents should be digital signed.
- b. While uploading the documents, it should be ensured that the file name should be the name of the document itself. The entire technical document through digital signature would first be uploaded in 'Document Library' and after that, attach entire tender document in the particular tender.

D) Modification / Substitution/ Withdrawal of bids:

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission. Prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date.
- (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.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, applicant cannot re-submit e-bid again.

E) OPENING AND EVALUATION OF BIDS:

- i. Opening of Bids will be done through online process.
- ii. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

- iii. The Authority shall open bid documents received in electronic form at 15:30 hours Indian Standard Time on the Bid due date. This Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the BID DOCUMENTS.
- iv. The DFCCIL Authority shall open bid documents received in electronic form at the scheduled date and time of opening of tender i.e. in the presence of the Bidders who choose to attend. The DFCCIL Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the BID DOCUMENTS.
- v. The Financial Bid will be opened of the pre-qualified and short listed Bidders. The date of opening of Financial Proposal will be notified later on

DISCLAIMER

The Bidder must read all the instructions in the BID DOCUMENTS and submit the same accordingly.

F) Online E-Bidding Methodology:

Online E- Bid System – Technical & Financial bids shall be submitted by the bidder at the same time.

G) Digital Certificates

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 Class Three 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 Authorities (CCA) [refer <http://www.cca.gov.in>].

(iv) Scope of Work

On behalf of President of India, Chief General Manager/TDL, DFCCIL Office Complex, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil-Tundla, Dist.- Firozabad, Uttar Pradesh, PIN-283204 India herein after referred to as 'DFCCIL' is inviting e-tenders from Firms/ Companies having requisite experience and financial capacity for execution of the following work:

Supplying & transporting, spreading and stacking 49000 cum Machine Crushed Hard Stone Ballast of 65mm Gauge in between New Khurja station to New Bhaupur Section (By Rail) of EDFC, under jurisdiction of CGM/TDL.

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

- i. Supply, transportation (via rail) & spreading, stacking of machine crushed

hard stone ballast as per latest RDSO specification on track via rail and at designated location in the section as directed by the Engineer-In-Charge. The cost is inclusive of all transportation, statutory charges, taxes, royalty and railway booking charges for wagons etc.

- ii. Arrangement of testing at ballast query.
- iii. Testing as per specification, relevant latest IS Codes / RDSO standard amended up to date till the tile of opening of tender.
- iv. Other miscellaneous work.

II. Cost of the work: The estimated cost of the tendered work is approximately Rs.10,33,02,850/- crore (Rupees Ten crore thirty three lakhs two thousand eight hundred fifty only).

III. The tenderer shall be governed by General Conditions of Contract (GCC), Instructions to Tenderers (ITT) and Special Conditions of Contract (SCC). Wherever, there is a conflict in any condition between GCC and Special Conditions of Contract mentioned in the tender documents, the condition mentioned in Special Conditions of Contract will prevail. However, Engineer's decision in this connection shall be final and binding.

IV. Location

Works are to be executed in between New khurja & New Bhaupur stations of Eastern Dedicated Freight Corridor, under the jurisdiction of Chief General Manager / Tundla / DFCCIL. However, DFCCIL reserves right to change the site & length of work anywhere in adjacent / adjoining area of the worked fined in the jurisdiction and the contractor shall be bound to execute the work without any extra cost.

1.3.2(a) Tender Bid

The Tender Bid shall be submitted through online only on website www.ireps.gov.in asunder:-

Eligibility/Qualifying element of the Tender Bid along with other documents mentioned in Para 1.3.2 (b), here in after called "TECHNICAL & FINANCIAL BID " The detailed procedure for tender opening and processing is given in Para 1.3.5.

1.3.2(b) Form of Tender

The Tender documents shall be in single stage two packets viz:-

"containing technical bid and financial bid. Detailed credentials as per there requirement of eligibility criteria and all tender papers except.

Summary of Prices and Schedule of Prices with percentage above/below/at par duly filled in are to be submitted in FORM No 3 & 4 "BID DOCUMENT".

Tenders not submitted in the proper Forms are liable to be rejected.

Documents to be enclosed with the TECHNICAL BID

S. No	Description	Documents
(1)	Offer letter complete.	Form No.1
(2)	Tenderer's credentials in accordance Withpara1.3.13 (i) & (ii) of Preamble and General Instructions to Tenderers.	Form No. 2A, 2B & 2C
(3)	Earnest money/Bid Security in accordance with Para1.3.8 and Cost of Tender Document in case of downloaded tenders in accordance with Para1.3.4.3 of Preamble and General Instructions to Tenderers in IREPS Website.	
(4)	Written confirmation authorizing the signatory of the tender to commit the tenderer and other documents as per format as applicable, in accordance with para 1.3.6 of Preamble and General Instructions to Tenderers.	
(5)	Summary of Prices, Schedule of Prices & Total Prices	Form No.3 & 4

1.3.3 Deleted

1.3.4 Sale and Submission of Tender Document

1.3.4.1 All bidders must note that this being E-tender, bids received only through online mode on E-tendering portal <https://www.ireps.gov.in> shall only be considered as an offer.

1.3.4.2 Clause applicable for tender documents downloaded from Internet

Tenderer/s is free to download tender documents at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. Master copy of the tender document will be available in the office of Chief General Manager/TDL, DFCCIL Office Complex, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil-Tundla, Dist.- Firozabad, Uttar Pradesh, PIN-283204.

After award of the work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief General Manager/TDL, DFCCIL Office Complex, New Tundla Station/EDFC, Village-Bhakti Ghari, Tehsil-Tundla, Dist.- Firozabad, Uttar Pradesh, PIN-283204 India and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents downloaded from the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

1.3.4.3 Cost of Tender documents downloaded from internet

Tender documents are available on Dedicated Freight Corridor Corporation of

India Limited website i.e. www.dfccil.com & www.ireps.gov.in and the same can be downloaded and used as tender documents for submitting the offer. The cost of the tender document as indicated above in NIT. The cost of the tender document & Bid security will have to be deposited by the tenderer in DFCCIL Bank Account as mentioned in IREPS Portal through net banking or payment gateway (online mode only) On or before schedule date & time of submission of bid. The proof of submission of EMD & Tender documents cost should be uploaded/attached along with Bid/offer document. The cost of the tender document & Bid security should be paid separately and not to be clubbed together. In case, tender is not accompanied with the cost of the tender document as detailed above, tender will be summarily rejected.

1.3.4.4 Complete tender documents must be submitted online duly completed in all respect upto the scheduled date and time mentioned in the Para 1.1.1 of Notice Inviting E-Tender. The "Packet-A (TECHNICAL BID)" will be opened on the scheduled day and time and read out in the presence of such tenderer(s) as is/are present. In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time. Any modified date and time for submission of tenders shall be uploaded on DFCCIL website www.dfccil.com and <https://www.ireps.gov.in>. The detailed procedure of tender opening will be as per para 1.3.5.

1.3.4.5 Financial Bid shall be filled directly on the website <https://www.ireps.gov.in> through digital signature and not to be submitted in hard copy at all. The financial bid should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to the office of Employer.

1.3.4.6 Deleted

1.3.4.7 Deleted.

1.3.4.8 Care in Submission of Tenders–
(Railway Board letter no. 2017/CE-I/CT/4/GST dated 23.06.2017)

(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 with that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Standard Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

(II) Tenders will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenders will ensure that full benefit of Input Tax (ITC) likely to be availed by them is duly considered while quoting rates.

- (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 railway 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.
- (IV) In case, the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway/DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

The DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

- 1.3.4.9 Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.
- 1.3.4.10 The bid submitted / received after the time and date fixed for receipt of Bids as set out in the documents are liable to be rejected.
- 1.3.4.11 Conditional tenders are liable to be rejected straight way. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case tenderer/s still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. DFCCIL will not take cognizance of any other conditions / variations from the tender stipulations mentioned at any other place in the tender documents.
- 1.3.4.12 The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tender in which bidder has participated and EMD of all such tenderers shall be forfeited.
- 1.3.4.13 Withdrawal of Tender: No tender can be withdrawn after submission and during tender validity period

1.3.5 Opening of Tender:

- (a) Tender will be open date 15.30 hrs. On 03.07.2024, in the office of Chief General Manager/TDL, DFCCIL Office Complex, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil-Tundla, Dist.- Firozabad, Uttar Pradesh, PIN-283204 India electronically in the presence of the tenderers or the representatives as may be present at the prescribed date and time.

- (b) 'TECHNICAL BID (Packet- A)'only of all the tenderers shall be opened and the contents there of i.e. qualification details shall be read out.
- (c) After the opening of "TECHNICAL BID" (Packet-A) of all the tenderers, these bids shall be scrutinized and analyzed. If found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose bid are considered complete and meet eligibility criteria shall be shortlisted.
- (d) The FINANCIAL BID (Packet-B) shall be opened on a subsequent date and time duly notified well in advance. The Financial bids of only those tenderers shall be opened who are shortlisted after scrutiny of their Technical bid. The Financial bid of the tenders who do not qualify during scrutiny of Technical bid shall not be opened and these shall be returned by the employer. The time of opening, date and venue shall be advised to qualified tenderers well in advance to enable them to depute their representative. The earnest money of non-qualifying tenderers will be returned back within a reasonable period after completion of results of Technical bid.
- (e) The Bid Security/Earnest Money of non-qualifying tenderers will be returned back within a reasonable period of completion of results of Technical and Financial Bid .

1.3.6 Constitution of the Firm:-

1.3.6.1 Tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership firm / Joint Venture (JV) / Company. The tenderer(s) who is / are constituents of the firm / Company, shall enclose self attested copies of the constitution of their concern, Partnership Deed and Power of attorney along with their tender. Tender documents in such cases shall be signed by such persons as may be legally competent to sign them on behalf of the firm / company as the case may be.

1.3.6.2 The tenderer shall give full details of the constitution of the Firm / JV / Company and shall also submit following documents (as applicable), in addition to documents mentioned above:

- (a) Sole Proprietorship Firm: The tenderer shall submit the notarized copy of the affidavit.
- (b) Partnership Firm : The tenderer shall submit self-attested copies of (i) registered / notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the agreement, witness measurements, sign measurement books, receive payments, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, Sign "No claim Certificate", refer all or any dispute to arbitration and to take similar action in respect of all tenders / contracts or said tender / contract.

- (c) Joint Venture: The tenderer shall submit documents as mentioned in clause 65 to GCC.
- (d) Companies registered under Companies Act-1956: The tenderer shall submit (i) the copies of Memorandum of Association (MOA) and Articles of Association (AOA) of the company; and (ii) Power of attorney duly registered / notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the tender on behalf of company.

1.3.6.3 If it is mentioned in the tender submission that it is being submitted on behalf of / by a sole Proprietorship Firm / Partnership Firm / Joint venture / registered Company etc. but above-mentioned documents (as applicable) are not enclosed along with tender, the tender shall be summarily rejected.

If it is NOT mentioned in the tender submission that it is being submitted on behalf of / by 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.

After opening of the tender, any document pertaining to the constitution of the Firm / Joint Venture etc. shall neither be asked nor be entertained / considered by DFCCIL.

1.3.6.4 A tender from Joint Venture / Partnership Firm etc. shall be considered only where permissible as per the tender conditions.

1.3.6.5 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 submission of tender. It may, however, recognize such power of attorney and changes after obtaining proper legal advice.

1.3.7 Validity of Tender:-

Tenderer shall keep his offer open for a minimum period of 120 days from the date of opening of the tender or as mentioned in the Tender Notice.

1.3.8 Bid Security/Earnest Money:-

The tender must be accompanied by Earnest Money in favour of 'Dedicated Freight Corridor Corporation of India Limited, CGM/Tundla deposited in any of the forms as mentioned in Sub-Para 1.3.8(c) below, failing which the tender will not be considered. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of the Earnest Money. Labour Cooperative Societies shall submit only 50% of the Earnest Money.

The earnest money shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in this tender i.e. 120 days from the date of opening of tender. In case of EMD being submitted in form of Bank Guarantees, the Bank Guarantee shall remain valid for 90 days beyond the validity of the bid. If the validity of the offer is extended, the validity of earnest money should also be extended failing which the offer after the expiry of the aforesaid period may not be considered by the DFCCIL. The proof of submission of EMD should be uploaded along with the Technical Bid.

The Earnest money should be in any of the following forms:

The Earnest Money (Bid Security) shall be deposited either in cash through e-payment gateway on <https://www.ireps.gov.in>.

Or,

Bank Guarantee on format from Nationalised/Indian Scheduled Commercial Bank. Bank guarantees shall remain valid for 90 days beyond the validity of the bid. Sample format for Bank Guarantee for EMD is enclosed as Form No. 24 (Part-IV, Chapter-II of Bid Document).

In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (<https://www.ireps.gov.in>) while applying to the tender.

The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before the scheduled time and date of submission of bids.

Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (<https://www.ireps.gov.in>) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.

The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.

It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions, thereof in a manner not

acceptable to the Employer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited by the DFCCIL.

The original instruments of Earnest Money (Bank Guarantee - in original) have to be submitted to Employer's office before the scheduled date and time of submission of the tender otherwise the Bid may not be considered.

The earnest money of the unsuccessful tenderer(s) will, save as here- in- before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession or be liable to pay interest there on.

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

1.3.9 Execution of Contract Agreement:-

The Tenderer whose tender is accepted shall be required to appear in person at the office of Chief General Manager/TDL, DFCCIL Office Complex, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil-Tundla, Dist.- Firozabad, Uttar Pradesh, PIN-283204 India or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within 60 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money/Bid security accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

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

1.3.10 Security Deposit on Acceptance of Tender:

The security deposit/ rate of recovery/ mode of recovery on acceptance of tender shall be as per the Para 16.(1) to 16.(3) of General Conditions of Contract (GCC).

1.3.11 Tenderer's Address

The tenderer should state in the tender his postal address legibly and clearly. Any communication sent in time, to the tenderer by post at his said address

shall be deemed to have reached the tenderer duly and in time. Important documents should be sent by registered post.

1.3.12 Right of DFCCIL to Deal with Tenders

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

1.3.13(i) Eligibility Criteria

(A) : Technical Eligibility Criteria

Criteria	Compliance Requirement		Documents
Requirement	Single Entity	Joint venture	Submission Requirements
<p>The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>Three similar works each costing not less than the amount equal to 30% of advertised value of the tender,</p> <p style="text-align: center;">Or</p> <p>Two similar works each costing not less than the amount equal to 40% of advertised value of the tender,</p> <p style="text-align: center;">Or</p> <p>One similar work each costing not less than the amount equal to 60% of advertised value of the tender.</p>	Must meet requirement	Must meet requirement	The tenderer shall submit the completion certificates / certified completion certificates from the client(s) and or Photostat of original certificates of client. All documents either original or photocopy should be attested by Notary.

Note:

1. In case the tenderer/s is a partnership firm, the work experience shall be the name of partnership firm only.
2. Similar Work- Supply of machine crushed stone ballast for any Railway /Road Work.

Note:

1. Value of completed work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his / her compliance to the above mentioned technical eligibility criteria in the tender under consideration.
- 2 In case the tenderer/s is a partnership firm, the work experience shall be in the name of partnership firm only.

(B) : Financial Eligibility Criteria

Criteria	Documents
Requirement	Submission Requirements
<p>The tenderer must have minimum average annual contractual turnover of V/N or V whichever is less; 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.</p> <p>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.</p> <p>The tenderers shall submit requisite information as per Form 2B, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p>	<p>certificates/ Audited balance sheets and or Photostat of TDS certificates/Audited Balance sheets clearly indicating the contractual amount received. All documents either original or photocopy should be attested by Notary.</p>

Note:

1. Contractual payments received by a Member in an earlier JV firm shall be reckoned only to extent of the concerned member's share in that JV Firm for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in tender for considerations.
2. In case the tenderer/s is a partnership firm, the turnover etc. shall be in the name of partnership firm only.

1.3.13 (ii) Credentials of Tenderer

The tenderer shall provide satisfactory evidence in support of their technical and financial eligibility, which are acceptable to DFCCIL, as follows:

- (a) For Technical eligibility criteria the details will be submitted in Form No.2A along with supporting documents.
- (b) For Financial eligibility criteria, the details will be submitted in Form No.2B along with supporting documents.
- (c) The tenderer shall submit the completion certificates/certified completion certificates from the client(s) or Photostat of original certificates of client. All documents either original or photocopy should be attested by Notary. These certificates should indicate the details of works carried out and successful commissioning of similar type of work executed by the tenderer. Completion certificate from Govt. organisation/PSUs/Public Limited Company will be accepted. The certificate from Private individual/Private Company for whom such works are executed shall not be accepted. In case, the work is executed for Public Limited Company, copy of work order, bill of Quantity, TDS certificate payments received and copy of final/last bill paid by client shall be submitted.

The following will be applicable for evaluating the eligibility:

- (i) Similar nature of work physically completed within the qualifying period, i.e. last Seven financial year and current financial year (even though the work might have commenced before the qualifying period) shall only be considered in evaluating the eligibility.
- (ii) The total value of similar nature of work completed during the qualifying period and not the payment received within qualifying period alone, shall be considered. In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deductions is to be considered.

However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original contract agreement value or last sanctioned contract agreement value whichever is lower, shall be considered for judging eligibility.

- (iii) As proof of sufficient financial capacity and organization are sources, contractor execution of all completed /on-going works of all types (not confined to only similar works) during the last three financial years and in the current financial year (upto the date of submission of the tender) of a value as per financial eligibility criteria .
- (iv) Tenderer shall submit a statement of contractual payments received during last three financial years and current financial year on the prescribed Performa as per Form No. 2B. The details shall be based on the form 16-A issued by the employer i.e. the certificate of deduction of tax at source as per Income Tax Act 1961. The photo copies of Form 16-A shall be enclosed duly attested by Notary Public with seal and Notarial Stamp there on or a certificate from auditor or audited balance sheet certified by Chartered Accountant clearly indicating the contractual amount received duly attested by Notary Public with seal and Notarial Stamp thereon.
- (v) The tenderer shall be considered disqualified/in-eligible if:
 - (a) The Tenderer or any of its partners and/ or subcontractors included in the tender has been banned for business with Ministry of Railways/DFCCIL along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Website (http://www.indianrailways.gov.in/railway_board) of Railway Board pertaining to banning of Business, with the banning being valid ason the date of submission the Tender.
 - (b) The Tenderer or any of its partners has suffered bankruptcy / insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of application.
- (vi) For the purposes of conversion of foreign currency to Indian rupees (INR) Bank Currency (BC) selling exchange rates as published by State Bank of India on the date 28 days prior to date of submission of tender shall be used. For few of the currencies where BC selling rates are not published by SBI or reserve bank of India, the exchange rate may be obtained from website- <http://www.oanda.com/currency/historical-rates> or <http://www.xe.com>.

- (vii) For the purpose of evaluation of proposals ,all values given in INR in eligible qualification criteria and the values provided by the applicants in the proposal in the currencies other than INR shall be converted into one i.e. INR as per exchange rate mentioned in para (vi) above.

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

1. For the works tenders, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of certificates submitted by the tenderer, shall be self-attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self –attestation shall include signature, stamp and date (on each page).
2. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form-22. **Non submission of an affidavit 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. 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. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of the railway thereunder.
4. In case of any wrong information submitted by tenderer, the contract shall be terminated, Bid Security, Performance (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire DFCCIL for 5(five) years.

1.3.14 Period of Completion

The entire work is required to be completed in all aspects within 09 Months

(Nine months) from the date of issue of the acceptance letter. Time is the essence of contract. The contractor shall be required to maintain steady and regular progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated time.

1.3.15 Deleted

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

1.3.17 Deleted

1.3.18 Quantum of work and materials:

The indicative schedule of quantities of various items of works is included in Form –3 &4 of the tender documents.

1.3.19 Employer not bound to accept any tender:

The employer shall not be bound to accept the lowest or any tenderer to assign any reason for non-acceptance or rejection of a tender. The employer reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender papers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

1.3.20 Schedule of Prices

The Schedule-1 of the tender document lists out the Schedule of Prices for various items. Based on these, the total tender value has also been worked out.

1.3.21 Performance Guarantee: Refer relevant clause of GCC.

1.3.22 The tenderer shall furnish information for making payment through ECS/ NEFT / RTGS (Tender Form No. 8 placed at Part IV of the tender documents).

1.3.23 Negotiation:

DFCCIL decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the following form of declaration before commencement of negotiations.

"I..... do declare that in the event of failure of contemplated negotiations relating to Tender No..... datedmy original tender shall remain open for acceptance on its original terms and conditions,".

1.3.24 Site Inspection:

Tenderers are requested to inspect the site and carry out careful examination to satisfy them as to the nature of work involved and facilities available at the site. They should note carefully all the existing structures and those under construction through other agencies. They should also study the suitability of utilizing the different equipments and the machinery that they intend to use for the execution of the work. The tenderers should also select suitable sites for the purpose of locating their store yard, laboratory, staff quarters etc., and satisfy themselves with regard to the feasibility of transporting the girders, etc. from the yard to the final site of placement etc.

1.3.25 No form C&D shall be issued to the contractor for this work.

1.3.26 Preliminary examination of bids

- i) The DFCCIL shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- ii) Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- c) The rates should be quoted carefully in figures as well as in words. If there is variation between rates quoted in figures and in words, the rate quoted in 'words' shall be taken as correct. If more than one or improper rates are tendered for the same item, the tender is liable to be rejected.
- iii) Prior to the detailed evaluation, DFCCIL shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one: a. That affects in any substantial way the scope, quality or Performance of the contract.

- iv) That limits in any substantial way, inconsistent with the bidding documents, the DFCCIL's rights or the successful Bidder's obligations under the contracts; or
- v) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- vi) If a bid is not substantially responsive, it shall be rejected by the DFCCIL.
- vii) In case of tenders containing any conditions or deviations or reservations about contents of tender document. DFCCIL can summarily reject such tender.

1.3.27 Evaluation and comparison of tenders

In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in "Eligibility Criteria" and as given in Notice Inviting E-Tender. The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

1.3.28 Canvassing

No tenderer is permitted to canvass to DFCCIL on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

1.3.29 Award of Contract

- a) DFCCIL shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or through bearer that his tender has been accepted.
- b) Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between DFCCIL and the contractor till such time the contract agreement is signed.

1.3.30 Understanding and Amendments of Tender Documents:

- a) The bidder must own all responsibilities and bear all cost for obtaining all the information including risks, contingencies & other circumstances

in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.

- b) The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and should obtain at his own cost all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.
- c) At any time prior to the deadline for submission of bids, DFCCIL may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.
- d) DFCCIL may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

1.3.31 Deleted.

GENERAL CONDITIONS OF CONTRACT

PART-I
Chapter-IV

- 1. (1)** Definitions: In these Standard 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) "General Manager" shall mean the Officer in-charge of the General Superintendence and Control of the Railway and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the successor Railway.
 - (c) "Chief Engineer" shall mean the Officer in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal & Telecommunication Engineer, Chief Signal & Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Mechanical Engineer and shall also include CGM/GM of DFCCIL.
 - (d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall mean any officer nominated by Managing Director/DFCCIL and shall mean and include the Divisional Railway Manager of the Successor Railway.
 - (e) "Engineer" and Employer's Engineer shall mean the Chief General Manager/General Manager of DFCCIL/PMC appointed by DFCCIL.
 - (f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer, APM/PM/Dy. CPM/ Addl. CPM of DFCCIL in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway/DFCCIL and shall mean and include the Engineer's Representative of the Successor Railway/DFCCIL.
 - (g) "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, and successors and permitted assigns.
 - (h) "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
 - (i) "Works" shall mean the works to be executed in accordance with the contract.
 - (j) "Specifications" shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as

- amplified, added to or superseded by Special Specifications, if any.
- (k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-
- "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
- "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (m) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (p) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (q) 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (r) 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.
- (s) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.
1. (2) Singular and Plural: Words importing the singular number shall also include the plural and vice versa where the context requires.
- (3) Headings and Marginal Headings: The headings and marginal headings in these Standard 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 the **contract**.

STANDARD GENERAL CONDITIONS OF CONTRACT

GCC-2022, Part-II with advance correction slip issued before the date of inviting of tender will be applicable.

SPECIAL CONDITIONS OF CONTRACT

PART - I
CHAPTER - V
SPECIAL CONDITIONS OF CONTRACT

1.5.1 This Tender shall be governed by instructions to tenderers, General condition of Contract, Special conditions of contract, Technical Specifications, Additional, Drawings, Forms, Annexures, etc.

1.5.2 Order of Precedence of Documents: In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- a) Letter of Award/Acceptance (LOA)
- b) Bill(s) of Quantities
- c) Special Conditions of Contract
- d) Technical Specifications as given in tender documents
- e) Drawings- Nil

- f) Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

- g) Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.

- h) CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.

- i) IR Specifications/RDSO Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

1.5.3 Scheme of work: - Within a period of 15 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed plan for Operation & Maintenance of Machine and various documents enumerated in tender papers to the employer. Purchaser shall give a prior notice of 15 days to Contractor for mobilization and start of work at site.

1.5.4 Deleted

1.5.5 Deleted

1.5.6 Deleted

1.5.7 The decision of the Engineer shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.

1.5.8 This programme of the Contractor shall generally cover the followings: -

1.5.8.1 The organization to manage work effectively and to complete the work within completion period.

1.5.8.2 The documentation control system: Basic control system.

Records for maintenance Manual for operation & maintenance of machine;

1.5.8.3. Deleted

1.5.8.4 Deleted

1.5.8.5 Contractor should develop a system of handling and storage.

1.5.8.6 System of Maintenance audit.

1.5.8.7 System of maintaining of records for work executed and to be produced before Engineer/DFCCIL as and when required.

1.5.8.8 Deleted

1.5.9 Traffic Blocks / Power Blocks / Shut Down:

(a) Blocks may be granted during day & night hours continuous. The Contractor shall confirm that he will equip himself to carry out all Work during night blocks efficiently by suitable special lighting equipment's without any extra cost.

(b) Blocks will be subject to normal operating conditions and rules of the Railway/DFCCIL. All formalities of exchanging private number etc with the traffic control/traction power controller will be carried out by the Engineer staff who will be responsible for imposing power blocks/shut down and also removing the same after men, material and equipment have been cleared by the Contractor from running tracks and the same declared safe for traffic by Engineer/Engineer's representative in case of works involving safety of running tracks.

(d) The works required to be done under traffic & power block shall be carried out only in the presence of DFCCIL officials. The Railway/DFCCIL supervisor shall certify safe conditions for passage of trains before resumption of traffic. The works to be done under traffic block shall be carried out under the provision of banner flag and protection of engineering flagman.

(f) Any charges which may be levied by IR on account of "Possessions" shall be payable by the contractor but shall be reimbursed by the Employer. However penalties, if any, levied by Indian Railways caused due to any careless working or otherwise of violation of the Terms and Conditions of the track block, shall be payable by the contractor.

1.5.10 Work by Other Agencies

(a) Any other works undertaken at the same time by the Engineer direct or through some other agency at the same time or section where the contractor is carrying out his work will not entitle the contractor to prefer any claim regarding any delays or hindrances he may have to face on this account but the Employer shall grant a reasonable extension of time to the contractor. The contractor shall comply with any instruction which may be given to him by the Employer in order to permit simultaneous execution of his own works

and those undertaken by other contractors or the DFCCIL without being entitled on this account on any extra charge.

- (b) The contractor shall not be entitled to any extra payment due to hindrance resulting from normal Railway operations, such as delay on account of adequate number of and duration of blocks not being granted, operational delay in movement of work trains extension of time to the contractor.

1.5.11 Infringement of patents:

- (a) 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.
- (b) 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 licence, 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 counterfeiting.
- (c) Indemnification by contractor:- In the event of any claim or demand being made or action being brought against the Employer for infringement of later patent in respect of any equipment, machine, plant, work or thing used or supplied by the Contractor under this contract or in respect of any methods of using or working by the Employer of such equipment machine, plant work or thing, the contractor shall indemnify the employer and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the Employer shall notify the contractor immediately any claim is made and that the contractor shall be at liberty, if he so desires with the assistance of the Employer if required but at the Contractor's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such equipment, machine, plant work or thing, shall be used by the Employer for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.

1.5.12 Insurance:- (CAR policy)

Before commencing of works, it shall be obligatory for the contractor to obtain, at his own cost, insurance cover in the joint name of the contractor

and employer from reputed companies under the following requirements:
Liability for death of or injury to any person/ / animals or things or loss of or damage to any property / things / the work of other contractor (other than the work) except things or person otherwise insured by employer or other contractor at site, arising out of the performance of the Contract. The insurance shall be for Rs. 5,00,000/- per incident with max 10 incidents in a year.

Machinery and equipment brought to site by the Contractor.

Any other insurance cover as may be required by the law of the land as instructed by the Employer.

Contractor's All Risk insurance for full value of Contract Price.

The contractor shall provide evidence to the employer / Engineer before start / commencement of work at site that the insurances required under the contract have been effected and shall within 60 days of the commencement date, provide the insurance policies to the Employer/Engineer, the contractor shall, whenever, called upon, produce to the engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force.

The Contractor shall also obtain any additional insurance cover as per the requirements of the Contract.

The Employer/Engineer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or his sub-contractor or petty contractor / other contractor working there under the Contractor. The Contractor shall indemnify and keep indemnified the employer / Engineer against all such damages and compensation for which the contractor is liable.

The Policies of the contractor shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period except for any specific insurance covers necessary for shorter period.

If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the engineer in the insurance policies mentioned above, then in such cases, the engineer may effect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the premium/premiums paid by the engineer in this regard from the payment due to the Contractor or from the contractor's Performance security. However, the Contractor shall not be absolved from his responsibility and /or liability in this regard.

1.5.13 Accident:-

(a) The contractor shall, in respect of all staff engaged by him or by his sub-

contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.

- (b) The contractor shall indemnify and keep the employer indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons sustained due to the acts or omission of the contractor, his sub-contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.
- (c) The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by workmanship, material, execution or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs. 5 lakh for any one accident.

1.5.14 Safety Measures: -

- (a) The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway premises, but shall then conform to the rules and regulations of the Railway if and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the Railway siding and premises, the contractor shall provide flagman or look out men for protection of such persons. The employer shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work. All the works under the contract shall be carried out under the supervision of DFCCIL/ Engineer.
- (b) Deleted.
- (c) The contractor shall abide by all Railway regulations in force for the time being and ensure that the same are followed by his representatives, Agents or sub -contractors or workmen. He shall give due notice to his employees and workers about provision of this para.
- (d) The works must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on the Railway, in such a way that they do not hinder Railway operation or affect the proper functioning of or damage any Railway/DFCCIL equipment, structure or rolling stock except as agreed to by the employer,.
- (e) Deleted.

1.5.15 Warrantee / Defect Liability Period:-

- (a) The Contractor shall warranty that all the work executed under this contract

shall be free from all defects and faults in material, workmanship and shall be of acceptable standards / specifications for the contracted work and in full conformity with the technical specifications, and other contract stipulations, for a period of 6 months from the date of receipt and taking over by the Employer/ Engineer at site.

- (b) During the period of warranty the Contractor shall keep available an experienced engineer / man power to attend to any defect. 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. The final decision shall rest with the Engineer his successor(s)/Nominee.
- (c) During the period of Warranty the Contractor shall be liable to rectify the work which may be found defective of his own expense arising from faulty materials, workmanship or negligence in any manner.
- (d) If it becomes necessary for the Contractor to rectify or renew any defective portion/work until the expiration of DLP from the date of such rectification 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 / 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.

1.5.16 Final Acceptance: - (Not Applicable)

- (a) The final acceptance of the entire work executed shall take effect from the date of expiry of the period of guarantee / Defect Liability period as defined in paragraph 1.5.15 above of the expiry of the last of the respective periods of guarantee of various works, provided in any case that the Contractor has complied fully with his obligations under clause 1.5.15 in respect of work, provided also that the attention has been paid by way of maintenance by the Employer.
- (b) If on the other hand the contractor has not so complied with his obligation under Para 1.5.15 above in respect of any work, the Employer may either extend the period of guarantee in respect of that work until the necessary works are carried out by the Contractor or carry out those works or get them carried out suo moto on behalf of the Contractor at the Contractor's expenses. After expiry of the period of guarantee for each work, a certificate of final acceptance for the section shall be issued by the Employer and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Employer.
- (c) The Employer shall not be liable to the Contractor for any matter arising out

of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.

Notwithstanding the issue of final acceptance certificate the Contractor and the Employer (subject to sub-clause as above) shall remain liable for fulfilment of any obligation incurred under the provision of the contract prior to the issue of final acceptance certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

1.5.17 Payment:-

Payment will be governed by the terms specified in Part-I, Chapter IV and in accordance with accepted schedule of prices, read with relevant para of the other parts and Chapters of the Tender Papers. The employer retains the right to withhold money due to the contractor arising out of this contract for any default of the contractor.

- (i) The Contractor shall, whenever required, produce or cause to be produced for examination by the Employer any quotation / invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or 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 anyway relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this Contract (the decision of the employer on the question of relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required, to prove to the Employer that materials supplied by him are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the Employer shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection. The Contractor should seek prior permission from the employer for subletting whole and/or part of the work to any sub-contractor.
- (iii) The obligations imposed by sub-clause (i) and (ii) above are without prejudice to the obligation of the Contractor under any statute, rules or order binding to the Contractor or other conditions of the contract.
- (iv) It is an agreed term of the contract that the employer reserves the right to carry out 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 if as a result of such examination any over payment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.

1.5.18 All payments in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS) / National Electronic Funds Transfer (NEFT/RTGS). The successful tenderer on award of contract must submit ECS/NEFT/RTGS Mandate Form complete in all respects as detailed at Form No. 8 of the tender document. However, if the facility of ECS/NEFT/RTGS is not available at a particular location, the payments shall be made by cheque.

1.5.19 Performance Guarantee:-

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

The Bank Guarantee for performance Guarantee shall be submitted invariably in the format given in the bidding document.

The performance Guarantee shall be released 21 days after issue of completion certificate and passing of final bill.

1.5.20 Advances to contractor: - (Applicable for Advertised tender of value more than Rs. 25.00 crore) Not Applicable for this tender.

: Mobilisation advance –

This shall be limited to 10% of the contract value and payable in 2 stages as indicated below :

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.

: Advance Against Machinery and Equipment – (NOT APPLICABLE)

This advance shall be limited to a maximum of 10% of the contract value against new Machinery & Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when hypothecated to the President of India by a suitable bond or alternatively covered by an irrevocable Bank Guarantee for full cost of the Plant & Equipment from a Nationalized Bank in India or the State Bank of India in a form acceptable to Railways/DFCCIL. The Plant & Equipment shall be insured for the full value and for the entire period, they are required for the work. This plant & Equipment shall not be removed from the site of work without

prior written permission of the Engineer. No advance should be given against old Plant & Machinery.

Advances for accelerating progress of the work during course of execution of Contract – (NOT APPLICABLE)

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 Chief General Manager on the recommendations of the Engineer in-charge, in consultation with the Associate Finance. While recommending this advance for sanction of Chief General Manager, the Engineer in-charge shall also confirm that 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.

: Advances in Exceptional Cases – (NOT APPLICABLE)

Chief General Manager are further empowered to grant advances in exceptional cases upto a maximum of Rs. 20 lacs in respect of even contract of value less than Rs. 25 crore, if considered absolutely essential, depending on the merits of each case and circumstances in each situation, to be recommended by the Engineer in-charge and in consultation with the Associate Finance.

: The above advances are subject to the following conditions –

The advance shall carry an interest at the rate to be decided by the Railway Board and communicated at the beginning of every financial year, to be applicable for the tenders to be opened in that financial year.

Advances except those against machinery and equipment shall be payable against irrevocable guarantee (Bank Guarantee, FDRs, KVPs/NSCs) of at least 110% of the value of the sanctioned advance amount (covering principal plus interest). The Bank Guarantee shall be from a Nationalised Bank in India or State Bank of India in a form acceptable to the Railways/DFCCIL-Tender form-19.

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 instalments on each "on account bill" will be on pro-rata basis;

That the grant of advance is primarily in Railway's/ DFCCIL's own interest;

That a contractor does not receive advances for same work from different officers;

That arrangements are made with the Accounts Officer for proper accounts being kept with regard to payment and recovery of these advances; and

That all necessary precautions are taken to secure Government from the possibility of loss and for preventing the system becoming more general or continuing longer than what may be absolutely necessary for proper progress of the work.

: 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 date 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 Bank Guarantee for such advance shall clearly cover at least 110% of the value of the sanctioned advance amount (covering principal plus interest).

1.5.21 Arbitration: - Refer to clause of GCC.

1.5.22 Integrity Pact:-

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

A copy of pre contract integrity pact is enclosed as form no. 20 for signature of bidder as acceptance, as and when Independent External monitor is appointed.

1.5.23 Deleted.

1.5.24 Change in law

"The contract price shall be adjusted to take account of any increase and decrease in cost after the bid submission date resulting from:

A change in the law of the country (including the introduction of new laws and the repeal or modification of existing laws) : or

In the Judicial or official government interpretation of such laws, or
The commencement of any Indian law which has not entered into effect until the bid submission date; or Any change in the rates of any of the taxes or introduction of new taxes, duties, levies, cess etc. on supply of materials and services that have a direct effect on the works.

Which affect the contractor in the performance of obligation under the contract. Further if as a result of change in law, interpretation, or rates of taxes, the contractor benefits from any reduction in the cost for the execution of this contract, save and except as expressly provided for this sub-clause or in accordance with the provisions of this contract, the

contractor shall, within [28] days from the date he becomes reasonably aware of such reduction in the cost, notify the employer of such reduction in cost."

1.5.25 Updation of Labour Data on Railway's Shramikkalyan portal

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

Contractor shall apply for one-time registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.

Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.

The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA)/Contract Agreement on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.

After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.

It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advance' or 'performance guarantee/Security deposit', Contractor shall submit a certificate to the Engineer or Engineer's representative that "I Have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till-----Month Year."

1.5.26 STATUTORY COMPLIANCES:

- The Contractor shall;
- (a) Accept full and exclusive liability for the personnel deployed and other obligations referred under the laws/rules/regulations now and thereafter imposed by the appropriate government/authorities.
 - (b) Keep DFCCIL indemnified against all losses, damages or liability arising out of or imposed in the course of employment of such persons or arising in accordance with any labour laws. DFCCIL will not have any liability whatsoever concerning the persons deployed by the Contractor for the purpose.
 - (c) If as a result of any claim arising out of any reasons stated in 2 (b) above or due to any negligence on part of the personnel deployed, if DFCCIL is made to pay any amount, then DFCCIL shall recover the same from the payment due to the Contractor or send a notice to the Contractor for refund of the same to the DFCCIL and the Contractor shall be liable to reimburse the same within 7 working days of the receipt of such notice. The Bidder shall comply all statutory requirements including compliance of LAWS, Acts, Rules and Regulations.

1.5.27 Deleted.

1.5.28 Clause No.7 of GCC i.e. Assignment or Subletting of Contract is not permitted in this .

1.5.29 Special clauses related to supply of ballast

- A. The tenderer should carefully read the conditions accompanying the tender and should satisfy himself by site inspection that he is in a position to supply the machine crushed hard stone ballast in accordance with the conditions. Conditional tenders are liable to be rejected. Contractor shall be responsible for following the provisions of Mining Act and the DFCCIL/Railway will not be responsible for infringement of any its provisions. All annexure and schedule attached with the tender should be filled carefully and signed on all the pages and the contractor should submit the testimonials / certificates in respect of working experience, solvency, income tax clearance etc. along with the tender itself.
- B. SAMPLING OF BALLAST: The sieve analysis will be done for representative sample of ballast selected at random from different parts of stack.
- C. STACKING: The ballast shall be stacked in ballast depot on a previously levelled ground demarcated by DFCCIL for the purposes. The stacking ground will be made available to the contractor free of cost subjected to availability of the same.

- D. **BREAKING:** Breaking of ballast will be carried out by mechanical crushers to be installed outside Railway land. The DFCCIL will not arrange any electric power for running the crusher or other equipment. DFCCIL may, however, recommend to local authorities for giving the connection.
- E. **LOADING:** The loading will be done by mechanical means. The loading of ballast into wagons shall be done by front-end loader of bucket capacity of about 3m. Loading of wagons by manual labours with the help of basket etc. will not be allowed as a regular measure except when the front end loader is under break down in any case not for more than a quantity exceeding 10% of the total contracted quantity.
- F. **MEASUREMENT:** The ballast will be measured by stack. After measurement of a stack has been taken and the bill for the same passed, it can be loaded in hoppers or any other type of wagons for unloading Ballast in track from hoppers/Rly wagon, measurement will be taken by hopper/wagon measurements.
- G. **RATES:** Unless otherwise specified the rates include:
- i. All lead, lift, transportation etc. involved in supplying the materials duly loaded in hoppers or any other type of wagons.
 - ii. All taxes, royalties, duties etc. will be paid by the contractor to the respective authorities. Railway will only give concessional forms or certificates, if prescribed by the levying authority. No additional payment on account of increase in the rates of taxes during the currency of the contract will be entertained. It will be born by the contractors / suppliers.
 - iii. The rates tendered by the contractor shall be comprehensive and shall be inclusive of all the cost of tools and plants, loading arrangement and all expenses which will be required to be met within working to the conditions detailed in this document.
- H. **PAYMENT OF ROYALTY CHARGES:** All payment of royalty charges etc. to the state government in connection with extraction and supply of rubble stone / stone ballast–sand, from other than Railway land acquired by Railways under land acquisition Act 1985 have to be born and paid by the contractor. The Railway in consultation with the respective state governments will confirm percentage of royalty charge to be recovered for supply of minor minerals. The Railway administration is entitled to deduct from the contractors and keep in deposit such amount equal to the proportionate royalty charges from each on A/c bills and the same will be released as and when the contractor submits a receipt / document clearance certificates certifying that royalty charges have

been paid by the contractors, lasting to the contract. The contractor will be required to obtain a final royalty clearance certificates from the concerned state / revenue authorities / collector and produce the same to DFCCIL. After completion of the supply but before the release of final bill. If in any case the contractor fails to produce the clearance certificate for royalty charges, final bill will be passed after retaining an amount equal to the amount of unpaid royalty charge as intimated by the revenue authorities / collector or as calculated on the basis of relevant rates, for payment royalty charges applicable to the area. No claim regarding interest charges for delay in the payment of retained amount on royalty account shall be entertained. The retained amount will be released at the directions of the administration on production of clear bank guarantee covering the amount so withheld towards royalty charges / state taxes.

I. DEVELOPMENT OF SITE: contractor shall have to develop and maintain approach roads, stacking area etc. at his own cost. After expiry of contract the contractor shall vacate the area and hand over the land free of encroachments. The contractor will not be entitled for any claim for earthwork or any temporary works done by him in connection with this work.

J. Delivery/Supply location:

The ballast should be supplied as per consultation with Engineer-In-Charge between New Khuhja to New Bhaupur section of EDFC-1, On track - via rail (at contractor's own cost and arrangement, nothing extra will be paid on account of this.)

K. LEGAL MATTERS: The contractor will at his own expenses obtain such permit or parwana for carrying or for any other purposes as may be necessary to enable him to perform his part of the contract. The DFCCIL will not under any circumstances be liable to obtain any permit or parwana whatsoever. DFCCIL may only make a request to contract authorities stating that the firm is a bonafide party with whom a agreement for supply of ballast has been executed.

L. GENERAL:

- i. Till such time, the ballast is measured and taken over by the DFCCIL; its custody shall be the responsibility of the contractor.
- ii. The contractor will ensure free access to quarry premises where ballast or stone is being quarried and crushed, to the Engineer In-charge or his representative at all times.

M. Minimum 12 hoppers (equivalent quantity of ballast in case of hopper, wagons)

should be loaded by the contractor per day failing which a penalty of Rs.250/- per hopper per day less loaded will be levied. The day time shall be considered from sun-rise to sun-set.

- N. All possible fluctuation in the rate of labour, materials, general conditions and other possibilities of each and every kind should be considered before quoting the rates and no claim what so ever on this account will be entertained afterwards.
- O. The tenderers shall not increase their quoted rates in case the DFCCIL administration negotiates for reduction of rates such negotiations shall not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the tenderers.
- P. The contractor shall sign on each page of the tender document.
- Q. Since oversized ballast (when supplied) is usually mixer ballast of the contract size, the contractor will be deeded to the offered the ballast to the Railway under the above conditions they bring it to Railway land, and they shall have no right their break it or to remove it from Railway land. The Divisional Engineer can allow removing the ballast if that is in the interest of railways.
- R. It must be distinctly understood that the accepted Para is for ballast which confirms in all particulars of quantity stack measurement gauge, freedom from dirt, completion within time limit and delivery at site fixed as laid down in the specification and conditions of contract, it therefore, the Engineer quoted to measure up contractor have not been fully completed with a will a liberty to take either or the following courses:
- i. To refuse to measure up such ballast at all giving reasons in writing for so doing to the contractor.
 - ii. To call upon the contractor to writing to screen his ballast or direct the mixtures or to break or oversized stone or to restack it to proper dimensions or to take action on all these three courses prior to further inspection and measurements by a fix date and with the time limit specified in the agreement.
- S. The DFCCIL administration will not be responsible for any loss sustained in the contract on account of rejection of inferior materials.
- T. The DFCCIL administration shall accept no responsibility for delay in supply of empty wagons for the dispatch of the material. Priority letter with a view to give priority for booking of wagons only will, however, be issued to the successful tenderers where applicable.
- U. MATERIALS: The Engineer shall deal with all rejected ballast in any manner, he thinks fit, to prevent them from being removed and mixed with good ballast and the contractor shall within a fortnight from the date of order of removal, remove the rejected ballast to such place as may be directed by the Engineer and in the event of the contractor failing to do so, Engineer may cause it to be removed and all costs of such removal shall be payable by the contractor to

the DFCCIL. The recovery of the amount may be deducted from any money, which may become due to the contractor or from contractor's bill for any other works being done by the contractor for the railways.

- V. The DFCCIL will also be at liberty to deduct from the security deposit or from any sum due or which may become due in this or any other contract with the contractor or may otherwise recover from the contractor all sums that became due to the DFCCIL by the firm thereof.
- W. The contractor shall be responsible for the observance of the rules and regulations under the mines and mineral rules and Indian Material Rules and Regulations of the state concerned.
- X. The contractor shall at all times keep the DFCCIL administration indemnified against all penalties that may be imposed by the Govt. of India, or state govt. for infringements of any of the clause of the mines, quarries and the rules made there under in respect of quarries from which the ballast is procured.
- Y. The contractor shall comply with all instructions issued by the Chief Inspectors of Mines in respect of the safety or the workmen and the working of the quarries and maintain such register as required by Inspector of Mines to the Govt. of India. The rate quoted by the contractor should be an all-inclusive rate i.e. the rate for the materials loaded into wagons. No lead, lift, trade tax, royalty or any other taxes that may be levied by the Government or the local bodies will be paid. They will also themselves arrange and pay for such working facilities, as they may need. (e. g. land for labour camps, contractor's office, access road to the site of work etc.) The contractors will be deemed to have included this element of royalty or compensation in their tendered rate and will not be entitled to any extra payments. They are advised to see the site of work before tendering.
- Z. The contractors are advised to bring only materials to site, which conforms to latest RDSO/Railway specifications. Any material, which falls short of the prescribed standard, will be rejected and will have to be removed by the contractor at his own expenses. It should be noted that all materials would be passed at the site of delivery and no passing will carried out at the sources anywhere.
- AA. The contractor shall make his own arrangements for the provision of sanitary, medical and water supply facilities.
- BB. The cancellation of any documents such as power of attorney, partnership deed etc. should be informed by the contractor to administration in writing together with the substitution documents cancelling or modifying as the case may be failing which the administration shall take no responsibility or liability for any action taken on the strength of the said document.
- CC. It will be responsibility of the contractor to intimate direct to the Supervisor labour, New Delhi or any other authority of the Government in respective department, the number of labours employed by him as applicable under payment of Wages Act.
- DD. The contractor shall observe all the formalities, perform all the acts and abide

by the paras contained in the Contract labour act 1970 and Contract labour central rules 1971 which in addition to other stipulation inter alia provide that:

- i. The contractor shall obtain license from the appropriate licensing officer of the area before commencement of the work and shall produce a copy thereof along with the original to the APM/DY.PM / In-charge of the work immediately on start of the work. The original papers will be returned to the contractor after perusal.
 - ii. The contractor shall provide rest rooms, canteen, latrines and urinals, washing facilities and first aid facilities strictly in accordance with the provision of section 40 to 62 of the Contract labour control rules 1971. If these facilities are not provided by the contractor within the stipulated time, the same will be provided by the Railway/DFCCIL and the cost of the same will be debited to the contractor.
 - iii. The contractor shall pay wages to his labour in the manner laid down in section 63 to 81 of the contract labour control rules 1971 in the presence of APM/DPM or his authorized representative. In case, the contractor's labour perform the same or similar kind of work as the workman directly employed by the APM/DPM the wages of the workmen employed by APM/DPM shall be applicable to the contractor labour also.
 - iv. In case by virtue of section 20 (2) & 21 (4) of the contract labour (Regulation and Abolition) act 1971 the railway/DFCCIL is obliged to provide amenities and or pay wages to labour employed by the contractor directly or through petty contractors or sole contractors under this contract, the contractor shall indemnify the railway fully and the railway/DFCCIL shall fully recover from the contractor the expenditure incurred on providing the said amenities and or the wages so paid by deducting it from security deposit or from any sum due by the railway/DFCCIL to the contractor provided that if any dispute arises the expenditure incurred by the railway/DFCCIL in provisions of the said amenities, direction of the Engineer In-charge shall be final and binding.
- EE. The contractor shall not allow any road vehicle belonging to his or his suppliers etc. to ply in Railway/DFCCIL land next to the running line. If for executions of certain works viz. earth work for parallel Railway line and supply of ballast.

FF. Contractor will furnish the declaration as under;

I agree to abide by the terms and condition mentioned above (clause A to EE) as well as the General Condition of contract and standard specification.

Tenderer's signature

Note:-

Contractor has to bear all the cost of material which includes cost of ballast ,its transportation from quarry to stacking depot/area, loading in to hoppers/Rly wagon, unloading of this loaded ballast on track in KRJN-BPUN,BPUN-BPU,TDLN-KBP equalisation of unloaded ballast in track, Profiling track ballast, removing infringement caused by unloading of ballast etc.as directed by engineer.

PART – 2
CHAPTER - I
General Instructions for Safety

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 deleted
- 1.3 deleted
- 1.4 No work shall which is to be done near running track shall commence unless permitted by sectional APM/DPM/PM/Dy.CPM.
- 1.5 Supplementary site specific instructions, wherever considered necessary shall be issued by the Engineer in Charge.
- 1.6 deleted

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

- (i) Normally, the road vehicles shall be run or machinery shall be worked so as not to come closer than 6.0m from center line of nearest running track.
- (ii) The land strip adjacent to running tracks, where road vehicle is to ply or machinery is to work, shall be demarcated by lime in advance in consultation with the DFCCIL's Supervisor. Wooden pegs at interval not exceeding 75mts shall be provided along the line marking as permanent marks. The road vehicles shall ply or machinery shall work so as not to infringe the line of demarcation.
- (iii) If a road vehicle or machinery is to work closer to 6.0m due to site conditions or requirement of work, following precautions shall be observed.
 - a. In no case the road vehicle shall run or machinery shall work at distance less than 3.5m from center line of track.
 - b. Demarcation of land shall be done by bright colored ribbon/nylon cord suspended on 120 cm high wooden/bamboo posts at distance of 3.5 m from center line of nearest running track.

- c. Presence of an authorized DFCCIL's representative shall be ensured before plying of vehicle or working of machinery.
- d. DFCCIL's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train. Whistle boards shall be provided wherever considered necessary.
- e. Lookout men shall be posted along the track at a distance of 800m from such locations who will carry red flag and whistles to warn the road vehicle/machinery users about the approaching trains. Lookout man shall be deputed for Safety at Work Sites.
- f. On curves where visibility is poor, additional lookout men shall be posted.

- (iv) If vehicle/machinery is to be worked closer to 3.5m from running track. Under unavoidable conditions, if road vehicles is to ply or machinery is to work closer to 3.5m due to site conditions or requirement of work, following precautions shall be observed:

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.

Presence of a DFCCIL's Supervisor shall be ensured at worksite.

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.

1.6 EXECUTION OF WORKS CLOSE TO OR ON RUNNING LINES

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

- (i) Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.
- (ii) Contractor has deputed trained supervisors in required number at worksites duly certified by APM/DPM/PM/Dy. CPM in charge of the works.
- (iii) Drivers of vehicle/operators of the machines have been briefed about the safety and precautions to be taken while moving / working close to traffic.
- (iv) 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.
- (v) Deleted.
- (vi) Contractor shall ensure that road vehicle/machinery ply/work in a way so that these do not infringe the line of demonstration.
- (vii) Lookout men with required safety equipment shall be posted where necessary.
- (viii) In unusual circumstances, where operator apprehends danger to track while working truck/machinery near running track, following action shall be taken.
- (ix) 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.

- (x) 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.
- (xi) 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.
- (xii) 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.
- (xiii) Precaution to be taken to ensure safety of electrical/signal/ telephone cables while excavating near tracks.
- (xiv) 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.
- (xv) Copy of the cable plan should be given to the contractor's authorized representative before handing over the site to start the work.
- (xvi) 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.
- (xvii) Precaution to be taken during execution of works requiring traffic blocks.
- (xviii) 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.
- (xix) 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.

- (xx) After completion of work the released sleeper and fittings should be properly stacked away from the track to be kept clear of moving dimensions.
- (xxi) Block shall be removed only when all the temporary arrangement, machineries, tools, plants etc. have been kept clear of moving dimensions.
- (xxii) Precaution to be taken during execution of works during night.
- (xxiii) 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.
- (xxiv) Precautions to be taken to ensure safety of workers while working close to running lines.
- (xxv) Any work close to or on running tracks shall be executed under the presence of a DFCCIL's supervisor only.
- (xxvi) Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.
- (xxvii) 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.
- (xxviii) All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimension do not infringe.
- (xxix) Suitable speed restriction shall be imposed or Traffic block shall be ensured as required.
- (xxx) The site shall be protected as per provisions of Para No. 806 & 807 of P.Way Manual as case may be.

(xxxi) Necessary equipment for safety of trains during emergency shall be kept ready at site.

(xxxii) A 'first aid kit' shall always be kept ready at site.

(xxxiii) 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.

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

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

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.

(xxxvi) The selected locations shall be marked by lime in advance.

(xxxvii) Presence of an authorized DFCCIL's representative while unloading and stacking shall be ensured.

(xxxviii) The material shall be stacked in such a height so as to not to infringe SOD in case of accidental roll off.

(xxxix) 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:

(xl) Issue of 'fit to run' certificate.

(xli) 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.

- (xlii) As per Para 1208 of IRPWM, a qualified Engineering official should be deputed on the train to ensure working of the material train as the Guard is not qualified to carry out such duties like Supervising of loading and unloading of materials.
- (xliii) 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. Working of the material trains carrying labour should not be permitted between sunset and sunrise except in an emergency.
- (xliv) While unloading rail panels by the side of the running track, placement of the panels, clear of the maximum moving dimensions should be ensured.
- (xlv) Unloading of rail panels should be done by a team of trained staff under the active supervision of competent Supervisor/Officer.
- (xlvi) 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.
- (xlvii) 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.

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

A minimum distance of 2m has to be maintained between live OHE wire and body part of worker or tools or metallic supports etc

No electric connection etc. can be tapped from OHE.

Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.

Power block is correctly taken and 'permit to work' is issued.

The structure bonds, track bonds, cross bonds, longitudinal rail bonds are not disturbed and

If disconnected for the work, they are reconnected properly when the work is completed.

The track level is not raised beyond the permissible limit during the work.

4.0 Deleted

5.0 Deleted

6.0 Deleted.

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

PART – 2
CHAPTER – II

TECHNICAL SPECIFICATIONS

Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.

IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

Relevant guidelines issued by RDSO for ballast updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

Testing of raw material likely to be used for repair and construction purpose shall be done at contractor expenses as per relevant IS codes or as desired by Engineer in charge.

PART-3

CHAPTER – I

MILESTONES AND TIME SCHEDULE

4.1.1 Time Schedule:

4.1.1.1 Time of start and completion: The time allowed for execution of the works is 09 Months (Nine months) from the date of issue of letter of acceptance from DFCCIL. The contractor shall be expected to mobilize to the site of works and commence the works within 15(days) from issue of Acceptance Letter by DFCCIL. The contractor shall be expected to complete the whole work ordered on the contractor within 09 Months (nine months) from the date of issue of Acceptance Letter by DFCCIL. If the contractor commits defaults in commencing execution of the works as afore stated, DFCCIL shall without prejudice to any other right to remedy, be at liberty to forfeit fully the Earnest Money Deposit and performance guarantee of the contractor.

4.1.1.2 Progress of works: The contractor shall submit a programme of work within 15 days of issue of LOA in the form of a Bar Chart of all the activities in consistence with milestone target envisaged below. In case this bar chart requires to be modified, the Engineer and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated as 09 months for the completion of the works. It shall indicate the forecast of the dates of commencement and completion of various activities of the work and may be amended as necessary by agreements between the Engineer and the contractor within the limitation of 09 months as overall completion period.

TENDER FORMS
(INCLUDING SCHEDULE OF PRICES)

PART- 4

CHAPTER I

TENDER FORMS

FORM No. SUBJECT

FormNo. 1 Offer Letter

FormNo. 2 Tenderer's Credentials

Form No. 2A Technical Eligibility Criteria Details

Form No. 2B Financial Eligibility Criteria Details

Form No. 2C Applicant's Party Information Form

FormNo. 3 Summary of Prices

FormNo. 4 Schedule of Prices and Total Prices

FormNo. 5 Contract Agreement

FormNo. 6 Performance Guarantee Bond

FormNo. 7 Standing indemnity bond for on account payment.

FormNo. 8 ECS / NEFT / RTGS

FormNo. 9 (MOU) For JOINT VENTURE PARTICIPATION

FormNo.10 FORMAT OF JOINT VENTURE AGREEMENT

FormNo.11 PROFORMA LETTER OF PARTICIPATION FROM EACH PARTNER
OF JOINT VENTURE (JV)

FormNo.12 FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF
JOINT VENTURE (JV) PARTNERS

FormNo.13 FORMAT FOR POWER OF ATTORNEY TO LEAD PARTNER OF JOINT
VENTURE (JV)

Form No14 Proforma for Time Extension-As per GCC-2022

Form No. 15 Certificate of Fitness-As per GCC-2022

Form No. 16 Proforma of 7 days Notice-As per GCC-2022

Form No. 17 Proforma of 48 Hours Notice-As per GCC-2022

Form No. 18 Proforma of Termination Notice-As per GCC-2022
Form No. 19 Format of Bank Guarantee for Mobilisation
Form No. 20 Format of Integrity pact
Form No. 21- Declaration By Contractor
Form No.22- Format For Affidavit
Annexure-1- Format for competency

OFFER LETTER

Tender No. EDFC-TDL-BALLAST-2024R

Name of Work: Supplying & transporting, spreading and stacking 49000 cum Machine Crushed Hard Stone Ballast of 65mm Gauge in between New Khurja station to New Bhaupur Section (By Rail) of EDFC, under jurisdiction of CGM/TDL.

To,

The Managing Director,

DFCCIL,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda.
- (b) We offer to execute the Works in conformity with the Bidding Documents;
- (c) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We have not been black listed/banned in accordance with para.1.3.13 (ii)(v)(a) of Preamble and General Instructions to tenderers.
- (e) We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pending before any Court on deadline of submission of the Bid in accordance with para.1.3.13 (ii) (v) (b) of Preamble and General Instructions to tenderers.
- (f) If our bid is accepted, we commit to obtain a Performance Guarantee in accordance with the Bidding Documents;
- (g) If our bid is accepted, we committed deploy key equipment and key personnel consistent with the requirements of the work.

(h) We understand that this bid, together with your written acceptance there of included in your notification of award/Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(i) All information, statements and description in this bid are in all respect true, correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes/incorrect information are detected at any stage, we understand the bid will invites summarily rejection and forfeiture of bid security, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.

(j) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Name

In the capacity of.....

Signed

Duly authorized to sign the Bid for and on behalf of
.....Date.....

TENDERER'S CREDENTIALS

S. No Description

1. For technical experience/competence, give details of similar completed Works during the last three financial years (i.e. current Financial year and three previous Financial Years) in the proforma given in Form-2A
2. For financial capacity and organizational resources, give details of Contractual payments received for the last three financial years (i.e current Financial year and three previous financial years) as per audited balance sheet certified by Chartered Accountant in the proforma given in Form-2B
3. Give constitution of your firm. Attach certified copies of legal documents in support thereof. Form-2C

TENDERER'S CREDENTIALS

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

FORM No. 2A

TECHNICAL ELIGIBILITY CRITERIA DETAILS

Details of the similar works completed (as per Para 1.3.13 (i) of Preamble and General Instructions to Tenderers)

Similar Contract No.		
Contract Identification		
Award date		
Completion date		
Role in Contract	Prime Contractor •	Member in JV •
Total Contract Amount(Rs.)		
If member in a JV, specify participation in total Contract amount	<i>[insert a percentage amount]</i>	<i>Total contract amount in Rs.</i>
Employer's Name: Address: Telephone/fax number E-mail:		
Description of the similarity in accordance with Criteria 1.3.13(i)(A)		

The bidder shall attach certified completion certificates issued by the client duly attested by Notary as per Eligibility Criteria of the tender documents.

Signature of the
Tenderer with Seal

FINANCIAL ELIGIBILITY CRITERIA DETAILS

Bidder must fill in this form separately.

Name of Bidder

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

Contractual payments received	
Year	Value of payment received in Rs. (Contract Receipts)
Current Year (2024-2025)	
2023-2024	
2022-2023	
2021-2022	
Total Contractual Payment	

Note:The details should be extracted from the audited balance sheet Certified by the Chartered Accountant or form16-A issued by the Employer as per clause 1.3.13 of Preamble and General Instructions to Tenderers.

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

Signature of the
Tenderer with Seal

APPLICANT'S PARTY INFORMATION FORM

Applicant name: <i>[insert full name]</i>
Applicant's Party name: <i>[insert full name of Applicant's Party]</i>
Applicant's Party country of registration: <i>[indicate country of registration]</i>
Applicant Party's year of constitution: <i>[indicate year of constitution]</i>
Applicant Party's legal address in country of constitution: <i>[insert street/number/town or city/country]</i>
Applicant Party's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/number/ townorcity/country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers,including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1.Attached are copies of original documents of <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status. 2.Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Signature of the
Tenderer with Seal

SUMMARY OF PRICES

(Summary of Prices has been separately attached in Financial Packet "B")

SCHEDULE -1
SCHEDULE OF PRICES & TOTAL PRICES

(Summary of Prices has been separately attached in Financial Packet "B")

FORM No. 5

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

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

IN WITNESS WHEREOF the parties here to 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 Signature of the authorized official

Name of the official Name of the official

Stamp/seal of the Contractor Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said By the said

Name

Name

On behalf of the Contractor in theon behalf of the Employer in the presence of: presence of:

Witness	Name	Address
---------	------	---------

Witness	Name	Address
---------	------	---------

Enclosures:-

1. Annexure 'A' -Tender Papers No.

2. Annexure 'B' -Letter of Acceptance of Tender No. Dated
alongwith Summary of Prices

Name of the Bank**Bank Guarantee Bond No****Managing Director/ DFCCIL**

Acting through (Designation Dated and address of contract signing authority)

PERFORMANCE GUARANTEE BOND

In consideration of the Managing Director/ DFCCIL acting through

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

1. We (indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Government an amount not exceeding Rs. (Rs.....only) on demand by the Government.

2. We (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the GROUP GENERAL MANAGER/ FINANCE Dedicated Freight Corridor Corporation of India Limited, New Delhi or _ (Designation & Address of contract signing authority) DFCCIL, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rs.....only)

3 (a) We, (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

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

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

(Designation & Address of contract signing authority) on behalf of the Government, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

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

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

6. We, (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor (s).

8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

9. This guarantee shall be valid upto(Date of expiry of defect liability period plus 60 days beyond that). Unless extended on demand by Government. Notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restricted to Rs.

(Rsonly) unless a demand under this guarantee is made on us in writing on or before We, shall be

discharged from our liabilities under this guarantee thereafter.

Dated _____ the day of for _____

_____ (indicate the name of bank)

Signature of Bank Authorize official

(Name):

Designation:

Full Address.

Witness:

1.

2.

SAMPLE
STANDING IN DEMNITY BOND FOR "ON ACCOUNT" PAYMENTS

(On paper of requisite stamp value)

We, M/s _____ here by 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 / DFCCIL/Tundla or his success or (herein after 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 Chief General Manager/DFCCIL/Tundla 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 Part IV, Chapter-II (Form - 4) to the Contract (as applicable) and also compensation for such loss or damage if any along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time here after becomes due to us under the said or any other Contract.

Dated this day _____ day of _____ 2024

for and on behalf of

M/s _____ (Contractor) Signature of witness

Name of witness in Block letter.

Address.

**ECS / NEFT / RTGS
MANDATE FORM**

Date :-

To,

GM (F) / GGM (F)

DFCCIL, New Delhi.

Sub : ECS / NEFT / RTGS payments

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

Name of Bank

Name of City

Bank Code No

Name of Bank Branch

Branch Code No

Address of Bank Branch

Telephone Number of Bank Branch

Fax No of Bank Branch

Name of customer / Tenderer as per account

Account Number of Tenderer appearing on cheque book

Type of Account (S. B. / Current / Cash credit)

IFSC code for NEFT

IFSC code for RTGS

9-Digit-code number of the bank and branch appearing on the MICR cheque issued by the bank.

Details of Cancelled Cheque leaf

Telephone no of tenderer

Cell Phone Number of the tenderer to whom details with regard to the status of bill submitted to Accounts Office i.e Co6 & Co7 & Cheque Purchase Orders particulars can be intimated through SMS

Tenderer's E - mail ID

Confirmed by Bank signature of tenderer With stamp and address

Enclose a copy of crossed cheque

DRAFT MEMORANDUM OF UNDERSTANDING (MOU) For JOINT VENTURE PARTICIPATION

BETWEEN

M/s having its registered office at(hereinafter referred to as.....) acting as the Lead Partner of the first part,
and

M/shaving its registered office at.....(hereinafter referred to as` `) in the capacity of a Joint Partner of the other part.
and

M/shaving its registered office at (hereinafter referred to as ` ') in the capacity of a Joint Partner of the other part.

The expressions of and .shall wherever the context admits, mean and include

their respective legal representatives, successors-in-interest and assigns and shall collectively be referred

to as "the Parties" and individually as " the Party"

WHEREAS:

Dedicated Freight Corridor Corporation of India Limited (DFCCIL) [hereinafter referred to as "Client"] has invited bids for ... "[Insert name of work]... "

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.

- (i) Notice for Bid, and
- (ii) Bidding document
- (iii) Any Amendment [Addendum/Corrigendum] issued by Dedicated Freight Corridor Corporation of India Limited
- (iv) The bid submitted on our behalf jointly by the Lead Partner.

2. The `Parties' have studied the documents and have agreed to participate in submitting a `bid' jointly.

3. M/s shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Client. For the purpose of submission of bid proposals, the parties agree to nominate as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. However M/s shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s.....to M/s.....

4. The `Parties' have resolved that the distribution of responsibilities and their proportionate share in the Joint Venture is as under:

a. Lead Partner;

(i)

(ii)

(iii)

b. Joint Venture Partner

(i)

(ii)

(iii)

[Similar details to be given for each partner]

5. JOINT AND SEVERAL RESPONSIBILITY

The Parties undertake that they shall be jointly and severally liable to the Client in the discharge of all the obligations and liabilities as per the contract with the Client and for the performance of contract awarded to their JV.

6. ASSIGNMENT AND THIRD PARTIES

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement

either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party.

7. EXECUTIVE AUTHORITY

The said Joint Venture through its authorized representative shall receive instructions, payments from the Client. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

8. EARNEST MONEY (BID SECURITY)

Till the award of the work, JV firm/Lead Partner of JV firm shall furnish Earnest Money (Bid Security) to the Client on behalf of the joint venture which shall be legally binding on all the members of the Joint Venture.

9. BID SUBMISSION

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Client for the Project. Common expenses shall be shared by all the parties in the ratio of their actual participation.

10. INDEMNITY

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

11. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpowered the sources.

12. DOCUMENTS & CONFIDENTIALITY

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

13. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be Delhi.

14. VALIDITY

This Agreement shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

- a. The bid submitted by the Joint Venture is declared unsuccessful, or
- b. Cancellation/ shelving of the Project by the client for any reasons prior to award of work
- c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Client.

15. This MOU is drawn in number of copies with equal legal strength and status. One copy is held by M/s and the other by M/s.....&M/s and a copy submitted with the proposal.

16. This MOU shall be construed under the laws of India.

17. NOTICES

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Lead Partner

Other Partner(s)

.....

.....

(Name & Address)

(Name & Address)

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first before written.

M/s.....

.....

(Seal) Witness

1 (Name & Address)

2(Name & Address)

Notes: (1) In case of existing joint venture, the certified copy of JV Agreement may be finished

DRAFT FORMAT OF JOINT VENTURE AGREEMENT

To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and to be registered with appropriate authority under Registration Act.

The JV agreement shall be structured generally as per contents list given below:

A. CONDITIONS AND TERMS OF JV AGREEMENT

1. Definitions and Interpretation
2. Joint Venture – Include Equity of members, transferability of shareholding of equity of a partner leaving during the subsistence of the contract.
3. Proposal Submission
4. Performance – To indicate scope of responsibility of each member
5. Language and Law
6. Exclusively
7. Executive Authority
8. Documents
9. Personnel
10. Assignment and Third Parties
11. Severability
12. Member in Default
13. Duration of the Agreement
 1. Liability and sharing of risks
 1. Insurance
 2. Sharing of Promotion and Project Costs, Profits, Losses and Remuneration
 3. Financial Administration and Accounting
 4. Guarantees and Bonds
 5. Arbitration
 6. Notices
 7. Sole Agreement and Variation

B. SCHEDULES

1. Project and Agreement Particulars
2. Financial Administration Services
3. Allocation of the obligations
4. Financial Policy and Remuneration

PROFORMA LETTER OF PARTICIPATION FROM EACH PARTNER OF JOINT VENTURE (JV)

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and to be registered with appropriate authority under Registration Act.)

No....

Dated

From:

.....

To,

CGM/ GM Co-ord

Dedicated Freight Corridor Corporation of India Limited

Address

Sir,

Re: ..."[Insert name of work].....".

Ref: Your notice for Invitation for Bid (IFB) No.....
.....dated.....

1. We wish to confirm that our company/firm has formed a Joint Venture with (i)... & ii)..... for the purposes associated with IFB referred to above.

(Members who are not the lead partner of the JV should add the following paragraph).*

2. 'The JV is led by... whom we hereby authorize to act on our behalf for the purposes of submission of Bid for... and authorize to in cur liabilities and receive instructions for and on behalf of any and all the partners or constituents of the Joint Venture.'

OR

*(Member(s) being the lead member of the group should add the following paragraph)**

2. 'In this group we act as leader and, for the purposes of applying for Bid, represent the Joint Venture:

3.In the event of our JV being awarded the contract, we agree to be jointly with i) & ii) (names of other members of our JV) and severally liable to the Dedicated Freight

Corridor Corporation of India Limited, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between Dedicated Freight Corridor Corporation of India Limited and our JV.

4. *I/We, further agree that entire execution of the contract shall be carried out exclusively through the lead partner.

Yours faithfully, (Signature)

(Name of Signatory).....

(Capacity of Signatory).....

Company Seal

* Delete as applicable

Note: In case of existing joint venture, the certified copy of JV Agreement maybe furnished.

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF
JOINT VENTURE (JV) PARTNERS**

POWER OF ATTORNEY*

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we ... do hereby constitute, appoint and authorize Mr/Ms.....who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of ... [Name of Work] including signing and submission of all documents and providing information / responses to Dedicated Freight Corridor Corporation of India Limited, representing us in all matters, dealing with Dedicated Freight Corridor Corporation of India Limited in all matters in connection with our bid for the said project.

We here by agree to ratify all acts, deed sand things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the.....day of.....

(Signature of authorised Signatory)

Signature of Lead Partner

Signature of JV Partner(s)

.....

.....

**(Signature and Name in Block letters of Signatory) Seal of
Company**

Witness

Witness1: Name:

Witness2: Name:

Address:

Address: Occupation:

Occupation:

**Notes:*

- i) To be executed by all the partners jointly, in case of a Joint Venture.

**FORMAT FOR POWER OF ATTORNEY TO LEAD PARTNER OF
JOINT VENTURE (JV)**

***(To be executed on non-judicial stamp paper of the appropriate value in
accordance with relevant stamp Act. The stamp paper to be in the name of the
company who is issuing the powerof Attorney)***

POWER OF ATTORNEY*

Whereas Dedicated Freight Corridor Corporation of India Limited has invited Bids for the work of

.....[Name of Work]

Whereas, the members of the Joint Venture comprising of M/s....., M/s....., M/s., and M/s..... are interested in submission of bid for the work of..[Insert name of work] in accordance with the terms and conditions contained in the bidding documents.

Whereas, it is necessary for the members of the Joint Venture to designate one of them as the Lead Partner, with all necessary power and authority to do, for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the project, as may be necessary in connection the Joint Venture's bid for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s....., hereby designate M/s....., being one of the partners of the Joint Venture, as the lead partner of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's bid for the contract, including submission of bid, participating in conferences, responding to queries, submission of information/document sand generally to represent the Joint Venture in all its dealings with the Railways/DFCCIL or any other Government Agency or any person, in connection with the Bid/contract for the said work until culmination of the process of bidding till the contract agreement if successful, is entered

into with the Dedicated Freight Corridor Corporation of India Limited and thereafter till the expiry of the contract agreement.

**To be executed by all the members of the JV except the lead member.*

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

We hereby agree to ratify all acts, deeds and things lawfully one by lead member, our said attorney, pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Joint Venture.

Dated this the..... Day of 2024

.....

(Signature)

..... (Name in Block letters of Executants) Seal of Company

Witness 1	
Name:	
Address:	
Occupation:	
Witness 2	
Name:	
Address:	
Occupation:	

PROFORMA FOR TIME EXTENSION

No. _____ Dated : _____

Sub : (i) _____ (name of work).
(ii) _____ Acceptance letter no. ____
(iii) _____ Understanding/Agreement
ent no. _____

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

Dear Sir,

1. The stipulated date for completion of the _____ .From the progress
work mentioned above is
made so far and the present rate of progress, it is unlikely that the work will be
completed by the above
date (or 'However, the work was not completed on this date').

2. Expecting that you may be able to complete the work, if some more time is
given, the competent authority, although not bound to do so, hereby extends the
time for completion from
to _____.

3. Please note that an amount equal to the

liquidated damages for delay in the completion of the work after the expiry of *(give here the stipulated date for completion with/without any penalty fixed earlier)* will be recovered from you as mentioned in Clause, 17-B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.

4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.

5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.

6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by _____(here mention the extended date), further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully,

For and on behalf of the Employer
Name of the Official:- Stamp/Seal
of the Employer

CERTIFICATE OF FITNESS

1. (a) Serial Number _____
(b) Date _____

2. Name of person examined _____
I certify that I have personally examined (*name*) _____

3. Father's Name: son/daughter of _____, residing at

4. Sex _____

5. Residence: _____

6. Date of birth, if available,
and/or certified age

Who is desirous of being employed
in a factory or on a work requiring
manual labour and that his / her age
as nearly as can be ascertained from
my examination, is

7. _____ P
Physical fitness _____

_____ years and that he/she is fit
for employment in a factory or on a
work requiring manual labour as an
adult/child.

8. Identification marks _____

9. Reasons for:

(a) _____ refusal to grant certificate, or _____
(b) _____ revoking the Certificate _____

Signature or Left Hand
Thumb Impression of
the
person Examined

Signature of Certifying
Surgeon

Note :In case of physical disability, the exact details of the cause of the physical disability should be clearly stated

PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS
(DETAILS OF PART OF WORK TO BE MENTIONED)

DFCCIL
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____ In connection with _____

1. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no., dated____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work.

2. Your attention is invited to this office/CGM's office letter no. _____, dated _____ in reference to your representation, dated ____.

3. As you have failed to abide by the instructions issued to commence the work/to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete

Tender document no....

the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

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

Stamp/Seal of the Employer

PROFORMA OF 48 HRS NOTICE FOR WHOLE WORK DFCCIL
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____ In connection with _____

1. Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will stand rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and consequences which may please be noted.

Kindly acknowledge receipt.

Tender document no....

Yours faithfully

For and on behalf of the
Employer Name of the Official:-
Stamp/Seal of the Employer

PROFORMA OF 48 HRS NOTICE FOR PART OF THE WORK

_____DFCCIL
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____ In connection with _____

1. Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).

2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work(details of part to be mentioned) in contract will be rescinded and the work under this contract will be carried out independently without your participation.

3. Your full Performance Guarantee for the Contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional

Performance Guarantee shall be required for balance work being execute through the part terminated contract.

4. The contract value of part terminated contract shall stand reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the
Employer Name of the Official:-
Stamp/Seal of the Employer

PROFORMA OF TERMINATION NOTICE_____DFCCIL
(Without Prejudice)

No. _____ Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____ In connection with _____

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the
Employer Name of the Official:-
Stamp/Seal of the Employer

PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK
(DETAILS OF PART OF WORK TO BE MENTIONED)

_____ **DFCCIL**
(Without Prejudice)

No. _____ Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____ In connection with _____

1. Forty eight hours (48 hrs.) notice was given to you under this office letter of even no.,.....dated; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part of work to be mentioned)
2. Your above part of work in contract.....(details of part of work to be mentioned)stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work.
3. Your full Performance Guarantee for the Contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance work being execute through the part terminated contract.

4. The contract value of part terminated contract shall stand reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the
Employer Name of the Official:-
Stamp/Seal of the Employer

SAMPLE
FORMAT OF BANK GUARANTEE FOR MOBILISATION ADVANCE

(Clause 1.5.20, Part - I, Chapter - V)

Bank guarantee made on this..... Between .. (hereinafter called "**the Bank**") of the One Part and Dedicated Freight Corridor Corporation of India Limited.

(hereinafter called "**the Employer**") of the other Part.

WHEREAS Dedicated Freight Corridor Corporation of India Limited has awarded the Contract no..... for "....." (hereinafter called "**the Contractor**"), having its registered office at

AND WHEREAS vide Clause 1.5.20 of Part - I, Chapter V , Special Conditions of Contract, Mobilization Advance up to% (_____percent) of the original contract value of Rs.....is payable to the contractor against Bank Guarantees, the contractor hereby applies for Mobilization Advance of.....% (___percent) amounting to Rs...../- (Rupees.....) of the Contract Price,

Now, we the undersigned, Bank of, being fully authorized to sign and to incur obligations for and on behalf of and in the name of Bank of.....hereby declare that the said Bank will guarantee the Employer the full amount of Rs.-/- (Rupees.....) as stated above.

We, Bank of, do hereby unconditionally, irrevocably and without demur guarantee and undertake to pay the Employer immediately on demand any or all money payable by the contractor to the extent of Rs...../- (Rupees.....) without any demur, reservation, context, recourse or protest and/or without any reference to the contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the contractor on any dispute pending before any court,

Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

This guarantee is valid till

At any time during the period in which this guarantee still valid of the contractor fails to fulfill its obligation under the Contract, it is understood that the Bank will extend this guarantee under the same condition for the required time on demand by the Employer at the cost of the contractor.

The Guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the contractor.

The neglect or forbearance of the Employer in enforcement of payment of any money, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the Bank of their liability under this Deed.

The expressions "the Employer", "the Bank" and "the contractor" hereinbefore used shall include their respective successors and assigns.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs/-
(Rupees)

This bank Guarantee shall be valid up to.....

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of Guarantee).

In witness whereof we of the Bank have signed and sealed this Guarantee on the day ofbeing herewith duly authorized.

For and on behalf of the Bank of.....

Signature of Authorized Bank Official

Name

Designation

Stamp/Seal of the bank.....

Signed, sealed and delivered for and on Behalf of the bank by the above named

..... in the presence of Witness 1

Signature

Name
Address
Witness 2
Signature
Name
Address

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on----

----day of the month of----- 20xx, between, on one hand, the DFCCIL acting through Shri ----

----- Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s----- represented by Shri _____Chief Executive Officer (hereinafter called the

"BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFOR,

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

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

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure [B] by providing assurance to them that their competitors will also abstain from

bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its Officials by following transparent procedures.

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

Commitments of the CLIENT

1. The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].

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

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

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

Commitments of BIDDERS

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

3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the

CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].

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

3.3 * [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.

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

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

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

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

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

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

3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without Supporting it with full and verifiable facts.

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

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

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

3.13 The [A] shall not lend to or borrow any money from or enter into any

monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

4. Previous Transaction

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

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

5. Earnest Money (Security Deposit)

5.1 The Earnest money/ Bid Security/ Security Deposit/ Retention money/ Performance guarantee shall be as per the provisions of Bid document.

6. Sanctions for Violations

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
- (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
- (vi) To cancel all or any other contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the [A].
- (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- (viii) To recover all sums paid in violation of this pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.

(ix) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the shall not be opened.

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

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

6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

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

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

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

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

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

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

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

13. The parties hereby sign this integrity pact at
on

CLIENT

BIDDER

Name of the officer
OFFICER Designation
Deptt./Ministry/PSU

CHIEF EXECUTIVE

Witness

witness

1.
.....

2.

Note:

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

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

Declaration of Site Investigation

Name of Work -

Tender No:-

We, (Name of contractor.....) have examined the site and scope of work for above subject cited work and tender no referred above.

And accordingly, the rates quoted by us are including all incidental works may occur during the course of executing of subject cited work

Signature of the Tenderer with Seal

**FORMAT FOR AFFIDEVIT TO BE UPOLODED BY TENDERER ALONGWITH
THE TENDER DOCUMENT**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/- The stamp paper has to be in the name of the tenderer)** Tender Notice No.....

Name of Work:.....

I (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s (hereinafter called the tenderer) for the purpose of the Tender documents for the work of

.....as per the tender No..... of 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 document from the 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 of final payment of the contract, the master copy available with the DFCCIL shall be final and binding up me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the document/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness for the information and documents, submitted by us.

7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire DFCCIL. Further, I/we

(insert name of the tenderer)**..... and all my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and

Performance guarantee besides any other provided in the contract including banning of business for five year on entire DFCCIL.

.....
.....

DEPONENT

SEAL AND SIGNATURE

OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE

OF THE TENDERER

Place:

Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Pubic

Annexure-1

Format for Competency Certificate

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

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

Signature and designation of the officer

END OF TENDER DOCUMENT