



Tender No. DDU-EN-Noise Barrier -2025

For

**Construction of three nos. of Noise Barrier at Location 165+750,
215+860 & 221+550 of UNDN-DDUN section under CGM/DDU Unit of
DFCCIL**

E-TENDER DOCUMENT

TECHNICAL BID

August-2025

Employer:

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA
LIMITED**

(A GOVERNMENT OF INDIA ENTERPRISE)

Under

MINISTRY OF RAILWAYS

CGM OFFICE/DDU

Manas Nagar Railway Colony (Near RPF Post),

Pt. Deen Dayal Upadhyay, PO: Alinagar,

District – Chandauli - 232101 (U.P.)

E-mail: cpmmgs@gmail.com/atulkumar.1995@dfcc.co.in

CORPORATE OFFICE

DFCCIL Corporate Office Complex, Sector-145, Noida-201306 (U.P.)

**Register office-DFCCIL, 5th Floor, Supreme Court Metro Station
Building,**

New Delhi-110001

INDEX

PART	DESCRIPTION	PAGE NO.
PART - I	Instructions to bidders for Online bidding & Check List	3-6
PART - II	General Information / Data sheet	7-9
PART - III	General Instructions to Tenderers	10-48
PART - IV	Special Conditions of Contract (General)	49-59
PART - V	Special Conditions of Contract (Safety Precautions)	60-73
PART - VI	Special Conditions of Contract (Technical) & Technical Specifications	74-96
PART - VII	Tender Forms & Annexures	97-178

Note: -

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

PART-I

Instructions to Bidders

For

Online Bidding & Check List

PART - I

A. Instructions to bidders for online bidding

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

Instructions: -

1. **Bidding Methodology:** Online Bid System
2. **Broad outline of activities from Bidders perspective: -**
 - a. Procure a Digital Signing Certificate (DSC)
 - b. Register on Electronic Tendering System (ETS)
 - c. Create Users and assign roles on ETS
 - d. View Notice Inviting Tender (NIT) on (ETS)
 - e. Download Official copy of Tender Documents from ETS.
 - f. Clarification to Tender Documents on ETS - Query to DFCCIL (Optional) - view response to queries posted by DFCCIL through addenda.
 - g. Bid Submission on ETS: Prepare & arrange all documents/ papers for submission of bid online.
 - h. Attend Public Online Tender Opening Event (TOE) on ETS.
 - i. Post TOE clarification on ETS (Optional). Respond to DFCCIL's post – TOE queries. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.
3. **Digital Certificate:**

For integrity of data and its authenticity/ non repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authority (CCA) (refer <http://www.cca.gov.in>).
4. The Tender documents can be downloaded from the website: ireps.gov.in and to be submitted in the e - format, before the schedule date & time of submission of the tender otherwise the Bid will not be considered.
5. Physical copy of the tender documents would not be sold/accepted.
6. List of Contact persons for these tender details of DFCCIL

Tender No. DDU-EN-Noise Barrier-2025

DFCCIL Contact- 1	Sh.Janak Kumar Singh, Dy.CPM/ENGG-I/DDU
Telephone/Mobile No.	7060803034
E-mail ID	jksingh@dfcc.co.in
DFCCIL Contact- 2	Sh. Sumit Kumar, Dy.PM/ENGG-1/DDU
Telephone/Mobile No.	7563014821
E-mail ID	Sumitkumar1@dfcc.co.in

7. Modification / Withdrawal of bids:

- i. The Bidder may modify/ withdraw its e- bid after submission prior to the Bid Due Date & time. No Bid shall be modified / withdrawn by the Applicant on or after the Bid Due Date & time.
- ii. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- iii. For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- iv. For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

8. DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases the addendum(s)/corrigendum(s) shall be placed on ireps.gov.in and www.dfccil.gov.in. The 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 submitted duly stamped and signed along with the submission of tenders. Any tender submitted without addendum(s) / corrigendum(s) (if any) shall be summarily rejected.

9. Other instructions

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

B. Check list for Mandatory Annexures: -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART-II
GENERAL INFORMATION / DATA SHEET

Tender No. DDU-EN-Noise Barrier-2025**PART - II****GENERAL INFORMATION / DATA SHEET**

Tender Notice No.	DDU-EN-Noise Barrier -2025
Name of the work	Construction of three nos. of Noise Barrier at Location 165+750, 215+860 & 221+550 of UNDN-DDUN section under CGM/DDU Unit of DFCCIL.
Estimated Cost of Work	₹ 1,12,90,626/- (Including GST) (Rs One Crore Twelve Lakhs Ninety Thousand Six Hundred Twenty-Seven only)
Period of Completion	06 months
Type of Bid	Open E-Tender (the tender will be processed in Single stage Two packet System considering the specialized nature of the work)
Tender Cost	₹5,900/- (To be paid online through payment gateway provided at www.ireps.gov.in)
Earnest Money	₹ 2,06,500/- (Rupees Two Lakh Six Thousand Five Hundred Only). (To be paid online through payment gateway provided at www.ireps.gov.in)
Last Date and Time of Downloading of Tender from website ireps.gov.in and www.dfccil.com	NIT and Tender Document can be viewed from 21.08.2025 upto 12.09.2025 upto 15:00Hrs
Date and time of start and submission of Tender on website ireps.gov.in	Bidding can be started from 29.08.2025 and can be submitted up to 15.00 Hrs of 12.09.2025 through www.ireps.gov.in
Date and Time of Opening of Tender	15:30 Hrs. of 12.09.2025
E-tendering website	www.ireps.gov.in For any help, please contact IREPS Helpdesk at 011-23761525 (10 Lines)
Issue of Corrigendum, if any	Upto 15 days prior to the last date of submission (on websites www.ireps.gov.in and www.dfccil.com)
Pre-Bid Meeting	Not Applicable
Validity of offer	90 days from the date of opening of the Technical Bid of the Tender
Security Deposit	5% of Contract value

Tender No. DDU-EN-Noise Barrier-2025

Performance Bank Guarantee	Performance Guarantee (PG) have to be submitted within 21 (twenty-one) days from the date of issue of Letter of Acceptance (LOA), amounting to five percent (5 %) of the contract value in the form as given in clause 16.4 of GCC.
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NOTE:

- 1. Tenderer should bear the fact in mind while quoting the rates that GST will be paid by Contractor as per prevailing rate as applicable. Documentary evidence of deposition of GST will be produced by contractor for on account bill.**
- 2. Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats. Offers submitted without Mandatory documents shall be summarily rejected.**

PART -III

GENERAL INSTRUCTIONS TO TENDERERS

1.0	Indian Railways Standard General Conditions of Contract, CPWD Specifications 2019 Vol I & II and Indian Railways Unified Standard Specifications (IRUSS Works and Materials) of as amended/corrected up to latest correction slips, copies of which can be seen in the office For the purpose of this tender in DFCCIL, stipulations and conditions as specified in Indian Railways Standard General Conditions of Contract slips (will be referred as GCC- 2022 in the document) as amended/corrected up to latest correction will be applicable, copies of which can be seen in the office of CGM/DDU, DFCCIL.
1.1	<p>DEFINITIONS AND INTERPRETATION</p> <p>(A) Definition: - In these General conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires: -</p> <ol style="list-style-type: none"> a. “Railway” shall mean the President of the Republic of India or the Administrative Officers of the DFCCIL or of the Successor DFCCIL authorized to deal with any matters which these presents are concerned on his behalf. b. “Engineer” and Employer’s Engineer shall mean the Chief General Manager/General Manager-Co of DFCCIL appointed by DFCCIL. c. “Engineer’s Representative” shall mean the JPM /APM / PM / Dy. CPM / Add. CGM of DFCCIL in direct charge of the work and shall include any Jr. Executive /Executive/Sr. Executive, JPM/APM/PM /Dy.CPM/CGM/GM of DFCCIL of Civil Engineering / Signal & Telecommunication Engineering / Electrical Engineering Department appointed by the DFCCIL and shall mean and include the Engineer’s Representative of the successor DFCCIL. d. “Contractor” shall mean the person / Firm / Company whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns. e. “Contract” shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of DFCCIL modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract. f. “Works” shall mean the works to be executed in accordance with the contract. g. “Specifications” shall mean the Specifications for materials and works referred / mentioned in tender documents. h. “Schedule of rates” shall mean the schedule of rates issued under the authority of the CGM/GM-Co from time to time and shall as contained in CPWD-DSR-2023 also include Rates specified in tender document. i. “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. j. “Constructional Plan” shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work. k. “Temporary Works” shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works. l. “Site” shall mean the lands and other places on, under, in or through which the works

Tender No. DDU-EN-Noise Barrier-2025

	<p>are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.</p> <p>m. "Period of Maintenance" shall mean the defect liability period from the date of completion of the works as certified by the Engineer.</p> <p>(B) Singular and Plural: - Words importing the singular number shall also include the plural and vice versa where the context requires.</p> <p>(C) Headings & marginal headings: -The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.</p>
1.2	<p>Schedule of Rates, CPWD Rates Vol I, II- 2018 as amended / corrected up to latest correction slips, IR specifications/Guidelines updated with correction slips, relevant BIS codes updated with correction slips. (Applicable for execution of Works based on CPWD Rates). Stipulations and conditions as specified in CPWD-Specifications-2019 Volume 1 & 2 in the document as amended/corrected up to latest correction will be applicable, copies of which can be seen in the office of CGM/DFCCIL/DDU</p>
1.3	<p>All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.</p>
2.0	<p>Drawings for the Work: The Drawing for the work can be seen in the office of CGM/DFCCIL/DDU at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.</p> <p>As per Clause No. 2 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up-to-date correction slip</p>
3.0	<p>Tender Form: Tender Forms shall embody the contents of the contract documents either directly or by reference, e-Tender Forms shall be issued free of cost to all tenderers.</p> <p>As per Clause No.3 of Part-I of GCC APRIL-2022, with up-to-date correction slip</p>
3.1	<p>Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.</p> <p>As per Clause No. 1.2 (n) of Part-I of GCC APRIL-2022, with up-to-date correction slip</p>
3.2	<p>The Tenderer(s) shall quote his / their rates as a percentage above or below the Schedule of Rates of DFCCIL except where he/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the DFCCIL. The DFCCIL does not guarantee work under each item of the Schedule. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by DFCCIL. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.</p>

	As per Clause No. 3 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up-to-date correction slip.
4.0	<p>Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tenderer(s) in his/their entries must be attested by him / them.</p> <p>As per Clause No. 4 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up-to-date correction slip</p>
5.0	<u>EARNEST MONEY</u>
5.1	For the subject tender, the Earnest Money deposit shall be Rs. 206500/- and shall be governed by Para 5.1.1 below.
5.1.1	<p>(a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The tender must be accompanied by Bid Security in favour of 'Dedicated Freight Corridor Corporation of India Limited, DDU' 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 Bid Security. Labour Cooperative Societies shall submit only 50% of the Bid Security.</p> <p>(b) The Bid Security shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in this tender i.e. 60 days from the date of opening of tender. In case of BID SECURITY 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 Bid Security 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 BID SECURITY should be uploaded along with the Technical Bid.</p> <p>(c) The Bid Security should be in any of the following forms:</p> <p style="padding-left: 40px;">(i) The Bid Security (Bid Security) shall be deposited either in cash through e-payment gateway on https://www.ireps.gov.in. Or,</p> <p style="padding-left: 40px;">(ii) 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 BID SECURITY is enclosed as Annexure-Z (Form attached).</p> <p>In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:</p> <p style="padding-left: 40px;">(a) scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal(https://www.ireps.gov.in) while applying to the tender.</p> <p style="padding-left: 40px;">(b) The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days before closing date for submission of bids</p> <p style="padding-left: 40px;">(c) 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.</p>

- (d) The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- (e) (d) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not 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.
- (f) (e) The original instruments of Bid Security (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.
- (g) (f) The Bid Security 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 Bid Security while in their possession or be liable to pay interest thereon.

NOTE: No interest shall be paid by DFCCIL on Bid Security amount.

Annexure -Z

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

CGM/DFCCIL/DDU.

Acting through,

..... DFCCIL,

Beneficiary: CGM/DFCCIL/DDU

Date:

Bank Guarantee Bond No.:

Date: -----

In consideration of the CGM/DFCCIL/DDU acting through General Manager/Co-Ord, DDU) **(Designation & address of Contract Signing Authority)**, DDU, DFCCIL,, (hereinafter called "The DFCCIL") having invited the bid for _____ through Notice inviting tender (NIT) No. _____, we have been informed that [Insert name of the Bidder] (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of **[Insert required Value of Bid Security]**, in the form of Bank Guarantee, according to conditions of Bid.

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the CGM/DFCCIL/DDU full amount in the sum of **[Insert required Value of Bid Security] as above stated.**
2. The Bank undertakes to immediately pay on presentation of demand by the DFCCIL any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the DFCCIL on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by DFCCIL without any reference to the Bidder and without the DFCCIL being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the DFCCIL and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by DFCCIL at any time.
6. This guarantee will remain valid and effective from..... **[insert date of issue]** till **[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]**. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and DFCCIL herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the DFCCIL. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

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

IFSC CODE	UBIN0546836
IFSC TYPE	BRANCH
BANK NAME	UNION BANK OF INDIA
BRANCH NAME	UBI MOTI BAGH
CITY NAME	NEW DELHI-110066

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

Date

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal
[P/Attorney] No.

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

2. This bank detail only use for submission of Bid Security in the form of Bank Guarantee.

6.0

Rights of the DFCCIL to deal with Tender: The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.

As per Clause No. 7 of Tender Form (second sheet) Annex.I of Part-I of GCC APRIL-2022, with up-to-date correction slip

6.1

If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.

Tender No. DDU-EN-Noise Barrier-2025

	As per Clause No. 8 of Tender Form (second sheet) Annex. I of Part-I of GCC APRIL-2022, with up-to-date correction slip
6.2	<p>If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the DFCCIL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the DFCCIL shall deem such tender as cancelled, unless the firm retains its character.</p> <p>As per Clause No. 9 of Tender Form (second sheet) Annex. I of Part-I of GCC APRIL-2022 , with up-to-date correction slip</p>
7.0	<u>SYSTEM OF TENDERING</u>
7.1	<p>Two Packets System of Tendering: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted for contract valuing more than Rs. 10 crores or as advised by DFCCIL Board time to time by updated policy guide lines.</p> <p>For Works and Service tenders of value more than Rs. 50 Cr., the Clause no. 26.0 of Electronic Reverse Auction will be applicable</p> <p>As per (a) Clause No. 7A of Part-I of GCC APRIL-2022, with up-to-date correction slip</p>
7.2	<p>Not applicable-</p> <p>Single Packet Tender-: In case of tenders costing less than Rs. 10 Crore single packet tender system will be followed and technical & financial offer of the tenderer/s shall be opened and evaluated at the same time.</p>
7.3	Tenderer should submit the offer with due diligence after going through the tender documents.
7.4	<p style="text-align: center;">(Not Applicable in this tender)</p> <p>Pre-Bid Conference: Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, DFCCIL shall conduct Pre-Bid Conference(s) with the prospective bidders.</p>
7.5	<p>Make in India: - Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.</p> <p>As per Clause No. 7C of Part-I of GCC APRIL-2022, with up-to-date correction slip</p>
7.6	<p>Permission to Bid for a bidder from a country which shares Land boundary with India:</p> <p>Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.</p>

Tender No. DDU-EN-Noise Barrier-2025

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

9.0	<p>Documents to be Submitted Along with Tender</p> <ul style="list-style-type: none"> (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / HUF/Company / Joint Venture (JV) / Registered Society / Registered Trust / LLP etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, authorized signatory and copy of PAN Card along with their tender as per proforma given in Annexure I (mandatory). Tender shall be submitted and signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be. (ii) The various documents to be submitted by the tenderer are as per clause 14 (ii) of the GCC APRIL-2022, the tenderer shall ensure submission of mandatory document as listed in para 16 below along with the offer. (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender. (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF etc. shall be neither asked nor considered, if not submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway/DFCCIL's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted. (v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions. (vi) The DFCCIL will not be bound by any change in the composition of the firm made subsequent to the submission of tender. DFCCIL may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor. <p>As per Clause No. 14 of Tender Form (second sheet) Annex. I of Part-I of GCC APRIL-2022, with up-to-date correction slip.</p>
10.0	<p>The tenderer whether sole proprietor/ HUF/ Company or a partnership firm / LLP / joint venture (JV) / registered society / registered trust etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.</p>

	As per Clause No. 15 of Tender Form (second sheet) Annex. I of Part-I of GCC APRIL-2022, with up-to-date correction slip
11.0	<p>Employment/Partnership etc. of Retired Railway/DFCCIL Employees:</p> <p>(a) Should a tenderer</p> <p>i) be a retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the Railways/DFCCIL owned and administered by the President of India for the time being, OR ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement, OR iii) being an incorporated company have any such retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement as one of its directors</p> <p align="center">AND</p> <p>in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender</p> <p align="center">THEN</p> <p>the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.</p> <p>b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the Railways/DFCCIL owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.</p> <p>(c) Should a tenderer or Contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of proprietorship firm/ partnership firm/ company / joint venture (JV) / registered society / registered trust/ LLP/ HUF etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the Engineering or any other department of the Railways/DFCCIL, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be</p>

Tender No. DDU-EN-Noise Barrier-2025

	<p>rescinded in accordance with provision in clause 62 of standard general conditions of contract.</p> <p>Note: -If information as required as per 11 (a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of Contract. As per Clause No. 16, of Tender Form (second sheet) Annex. I of GCC APRIL-2022, with up-to-date correction slip.</p>
12.0	<p>Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.</p> <p>As per Clause No. 4 of Part-I of GCC APRIL-2022, with up-to-date correction slip</p>
13.1(A)	<p>(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive in accordance with the provisions of Clause-37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer. (As per Clause No. 6 (a)(i) of G.C.C. 2022 Part-I with up-to-date correction slip)</p> <p>(ii) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective State's earnest State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderer(s) will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates. (As per Clause No. 6 (a) (ii) of G.C.C. 2022 Part-I with up-to-date correction slip)</p> <p>(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority. (As per Clause No. 6 (a) (iii) of G.C.C. 2022 Part-I with up-to-date correction slip)</p> <p>(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.</p> <p>As per Clause No. 6(a)(iv) of Part-I of GCC APRIL-2022, with up-to-date correction slip.</p>
13.1(B)	<p>When work is tendered for by a firm or company, the tender shall be digitally signed by the individual legally authorized to enter into commitments on their behalf.</p> <p>As per Clause No. 6(b) of Part-I of GCC-2022, with up-to-date correction slip</p>

Tender No. DDU-EN-Noise Barrier-2025

13.1(C)	In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hic-cups and delay in uploading the Documents and payment of Earnest Money etc. Tenderers/Prospective bidders are advised to upload their offer well in time. DFCCIL will not be responsible for any delay/non submission of offer due to any reason whatsoever.
13.1(D)	<p>The DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.</p> <p>As per Clause No. 6 (c) of Part-I of GCC APRIL-2022, with up-to-date correction slip.</p>
13.2	<p>The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-II. Non submission of the certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.</p> <p>As per Clause No. 6.1 of Part-I of GCC APRIL-2022, with up-to-date correction slip.</p>
14	<u>RIGHT OF DFCCIL TO DEAL WITH TENDERS</u>
14.1	<p>If, the DFCCIL decides to negotiate, in view to bring down the rates, the tenderer, who is called for negotiation, shall furnish the following form of declaration before commencement of the negotiation:</p> <p>I/we do declare that in the event of failure of the contemplated negotiations relating to Tender No. dated..... Opened on my original tender shall remain open for acceptance on its original terms and conditions up to the date specified in the tender or the date extended by mutual agreement from time to time.</p>
14.2	The tenderer/s are required to quote his/their rates as % (percentage) Above/Below /At Par in figures on IREPS while submitting his/their offer.
15.0	<u>ELIGIBILITY CRITERIA</u>
15.1.1	<p>Technical Eligibility Criteria</p> <p>The tenderer must have successfully or substantially* completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</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 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> <p>Note: “The similar nature of work is defined as “Construction of Noise barrier”</p> <p>*To be read along with 15.9</p>
15.1.2	<p>Technical Eligibility Criteria for JV (‘a’ or ‘b’ mentioned hereunder): Not applicable in this Tender</p> <p>(a) For Works without composite components: The technical eligibility for the work as per para 15.1.1 above, shall be satisfied by either the ‘JV in its own name & style’ or ‘Lead Manager of the JV’. Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 15.1.1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.</p> <p>(b) For works with composite components: -</p> <p>Note for Clause 15.1.2: Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.</p> <p>As per Clause No. 17.0-17.14 and clause 17.15 of Tender Form (second Sheet) of Annex. I of Part-I of GCC APRIL-2022, with up-to-date correction slip</p>
15.2	<p>Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or ‘V’ whichever is less; where</p> <p>V= Advertised value of the tender in crores of Rupees</p> <p>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 Annexure-VIB of GCC APRIL-2022, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p> <p>Note: Client certificate from other than Govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.</p> <p>As per Clause No. 10.2 of Tender Form (second Sheet) of Annex. I of Part-I of GCC APRIL-2022, with up-to-date correction slip.</p>
15.2.1	<p>Financial Eligibility for JV-</p>

Tender No. DDU-EN-Noise Barrier-2025

	<p>Criteria The JV shall satisfy the requirement of “Financial Eligibility” mentioned at para 15.2 above.</p> <p>The “financial capacity” of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 15.2 above.</p> <p>The arithmetic sum of individual “financial capacity” of all the members shall be taken as JV’s “Financial capacity” to satisfy this requirement.</p> <p>Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member’s share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.</p> <p>As per Clause No. 17.15.2 of Tender Form (second Sheet) of Annex. I of Part-I of GCC APRIL-2022, with up-to-date correction slip</p>
15.3	<p style="text-align: center;">(Not Applicable in This Bid)</p> <p>Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of GCC APRIL-2022.</p> <p>As per Clause No. 10.3 of Tender Form (second Sheet) of Annex.I of Part-I of GCC APRIL-2022, with up-to-date correction slip.</p>
15.3.1	<p>Bid Capacity for JV- (NOT APPLICABLE IN THIS BID)</p> <p>The JV shall satisfy the requirement of “Bid Capacity” requirement mentioned at para 15.3 above. The arithmetic sum of individual “Bid capacity” of all the members shall be taken as JV’s “Bid capacity” to satisfy this requirement.</p> <p>As per Clause No. 17.15.3 of Tender Form (second Sheet) of Annex.I of Part-I of GCC APRIL-2022, with up-to-date correction slip.</p>
15.4	<p>No Technical and Financial credentials are required for tenders having value up to Rs 50 lakh.</p>
15.5	<p><u>Note to Para 15</u></p> <p>(i) Certificate issued by Chartered Accountants based on the audited balance sheets will also be accepted. (as per Annexure-VIII)</p> <p>The criteria for completed works shall be as under: -</p> <p>(ii) Entire work has to be completed in all respects as per contract agreement. Part completed work shall not be considered.</p> <p>(iii) Completion certificate from following organizations shall only be considered:</p> <p>(a) The work(s) should have been directly awarded to the tenderer by Govt. Organization/ Semi Govt. Organization/ Public Sector Undertaking / Autonomous bodies/ Municipal Bodies/Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock</p>

Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender. The credentials of a wholly owned subsidiary of a parent company will also be considered in respect of works mentioned above if tender is submitted by the parent company.

- (b) Completion certificate should be as per proforma given in Annexure- IV-A or IV-B or IVC, as applicable or in the format containing all information required as per the Annexure- IV-A or IV-B or IV-C.
- (c) Work experience certificate issued by Public listed company shall be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate the relevant copy of work order, bill of quantities bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received a copy of final/last bill paid by company in support of above work experience certificate. Details of works physically completed should be submitted in the proforma as per 'Annexure-III'.
- (iv) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered.
In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deduction is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deduction is to be considered.

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

In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deduction is to be considered. If

	<p>final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deduction is to be considered.</p> <p>However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility.</p> <p>(x) The amount given at Sr. No. 11 in proforma vide Annexure-IV for the completion certificate will be the value of completed work, if nomenclature of work as given in completion certificate matches with similar nature work.</p> <p>(xi) The amount mentioned at Sr. No. 12 in 'Annexure-IV' for the completion certificate shall be the value of completed work if the nomenclature of completed work includes additional components of work which are not matching with similar nature of works.</p> <p>(xii) Certificate from private individuals for whom such works are executed shall not be considered for eligibility.</p> <p>(xiii) Conditional tenders are liable to be rejected straight away. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever.</p> <p>As per Clause No. 10.1 of Tender Form (second Sheet) of Annex. I of Part-I of GCC APRIL-2022, with up-to-date correction slip</p>
15.7	<p>Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:</p> <p>The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.</p> <p>As per Clause No. 10.1 of Tender Form (second Sheet) of Annex. I of Part-I of GCC APRIL-2022, with up-to-date correction slip.</p>
15.8	<p>If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to subcontractor by a Govt. organization or public listed company as defined in Note for Item 10.1 part-I of GCC, the same shall be considered for the purpose of fulfilment of credentials.</p>

Tender No. DDU-EN-Noise Barrier-2025

15.9	<p>Explanation for clause 15 (clause 15.1 to 15.6) - Eligibility Criteria:</p> <ol style="list-style-type: none"> 1) Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender. 2) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials. 3) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.
	<ol style="list-style-type: none"> 4) In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work. 5) In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work. 6) If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet) of GCC APRIL-2022, the same shall be considered for the purpose of fulfilment of credentials. 7) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility. 8) In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc. 9) In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the

	<p>quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.</p> <p>10) In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.</p> <p>11) Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A & B partners in any other partnership firm or propriety firm without leaving partnership firm of A & B partners.</p> <p>12) In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.</p> <p>13) If percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.</p> <p>14) In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.</p> <p>1) In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.</p> <p>2) In case company A is merged with company B, then company B would get the credentials of company A also.</p>
16.0	<p><u>THE LIST OF DOCUMENTS TO BE UPLOADED FOR THIS TENDER</u></p> <p>(Note: - Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats. Offers submitted without Mandatory documents shall be summarily rejected.)</p>
16.1	<p>Following documents are common for all types of firms i.e. Sole proprietorship, Partnership, Limited Liability Partnership Firm, Registered Society/ Trust, Limited Company or JV.</p>
(a)	<p>Firm details as per proforma given in Annexure-I (Mandatory).</p>

Tender No. DDU-EN-Noise Barrier-2025

(b)	A Copy of the Certificate as per Performa given in Annexure-II (Mandatory) .
(c) (i)	<p>List of similar nature of works physically completed in all respects during last 7 years, ending last day of month previous to one in which tender is invited, shall be submitted as per Performa given in Annexure-III</p> <p>for works (i) directly awarded by Govt./Semi Govt./Public sector undertaking / Autonomous bodies /Municipal bodies/ Railway Siding owners (ii)Concessionaire (to whom the work is awarded by Indian Railways/ DFCCIL/CPWD /NHAI/ PWD/State Road Development Corporation on PPP/DBFOT or any other mode) (iii) Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender</p> <p>Note- Works under item (ii) are to be submitted only for tenders costing Rs.50.00 Cr. and above</p>
(c) (ii)	Details of similar nature of works successfully during last seven years, ending last day of month previous to the one in which tender is invited as per Performa given in Annexure-III
(d)	Attested copy of Completion Certificate of works mentioned in para (c) above from the Organizations with whom they worked as per proforma given in Annexure-IV-A or IV-B or IV-C as applicable. (Mandatory)
(e)	Secondary Components- (Not Applicable in this Tender).
(f)	List of works on hand, existing commitments and balance amount of ongoing works as per format given in 'Annexure-V Duly verified by Chartered Accountant to evaluate bid capacity of the tenderer (Mandatory for tender value more than Rs. 20 crores) (Mandatory)
(g)	A statement showing construction works executed and payment received during the previous three financial years and the current financial year (up-to-date of inviting tender), taking into account the completed as well as work in progress as per Annexure-XIX on the letter head of Chartered Accountant, to evaluate bid capacity of the tenderer (Mandatory for tender value more than Rs. 20 Crores)
(h)	List of plants & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in Annexure-VI .
(i)	List of Personnel, Organization available on hand and proposed to be engaged for the subject work in Annexure -VII .
(j)	Earnest money should be in proper form. Earnest Money by the tenderer only through net banking or payment gateway in favour of CGM/DFCCIL/DDU or as mentioned in the tender document.
(k)	Contractual Receipts for the last three years and current financial year with supporting documents required as per Annex. VIII (Mandatory.)
(l)	Self-attested copy of Permanent Account Number (PAN) issued by Income Tax Department.

Tender No. DDU-EN-Noise Barrier-2025

(m)	<p style="text-align: center;"><u>Not required for this tender</u></p> <p>The tenderers are required to submit the test report of the stone ballast conforming to DFCCIL specifications as given in RDSO specification. (Applicable only for the tenders of supply of ballast). (Mandatory if marked as required) *</p>
(n)	<p>The tenderers are required to submit the information and particulars regarding retired Railway/DFCCIL Engineer(s)/Officer(s) of the Gazetted rank and regarding Relative(s) employed in Gazetted capacity on DFCCIL as per proforma given in Annexure XXIII. (Mandatory).</p>
16.2	<p>In addition to Para 16.1 above certain more documents are to be submitted by tenderers as per status of their firms and are mandatory. These documents are listed below</p>
16.2.1	<p><u>FOR SOLE PROPRIETORSHIP FIRM</u></p> <p>a) Affidavit as per proforma given of Annexure –IX (duly executed on stamp paper and notarized).</p> <p>b) Special power of Attorney to be submitted by sole proprietor firm as per proforma given in Annexure XIV (duly registered with the Registrar or notarized). (Not required if tender documents are submitted by proprietor himself as per (a) above)</p>
16.2.2	<p><u>FOR HUF (HINDU UNDIVIDED FAMILY)</u></p> <p>(a) Affidavit as per proforma given of Annexure –XXIX (duly executed on stamp paper and notarized).</p> <p>(b) Special power of Attorney to be submitted by the HUF as per proforma given in Annexure XXX (duly registered with the Registrar or notarized). (Not required if tender documents are submitted by Karta of the HUF, himself as per (a) above)</p>
16.2.3	<p><u>FOR PARTNERSHIP FIRM</u></p> <p>a) A copy of Partnership Deed (Notarized or duly registered with the Registrar prior to date of tender opening as per the Indian Partnership Act)</p> <p>(b) Special Power of attorney to be submitted by Partnership firm in favour of the individual to sign the tender on behalf of the firm and create liability against the firm as per proforma given in Annexure-XIII (duly registered with the Registrar or notarized). (Required even if one or more partners are authorized in Partnership deed itself to sign on behalf of the firm as given in (a) above.</p> <p>(c) Declaration by the newly formed partnership firm as per proforma given in Annexure-XXXI. (mandatory if tenderer is newly formed partnership firm)</p> <p>(d) Declaration by the existing partnership firm as per proforma given in Annexure-XXXII. (mandatory if tenderer is an existing partnership firm)</p> <p>(e) With respect to the declaration above, in case of Newly formed partnership firm has/ have as one or more partner(s) from previous propriety firm(s) or dissolved previous partnership firm(s) or LLP firm or split previous partnership firm(s) or LLP firm, Existing partnership firm (a)joining of new one or more partner(s) in the existing partnership firm, (b) quitting of new one or more partner(s) from the existing partnership firm –</p> <p>Following additional documents are required to be furnished (mandatory as applicable)</p> <p>a) Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I</p> <p>b) A copy of previous partnership Firm (Notarized or duly registered with the Registrar)</p>

	<p>c) Affidavit as per proforma given of Annexure –IX for previous Propriety firm (duly executed on stamp paper and notarized).</p> <p>d) Copy of previous LLP agreement and certificate of incorporation.</p> <p>e) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm)</p> <p>f) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm,</p> <p>g) LLP firm or propriety firm)</p> <p>h) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para 16.1 (c), (d), (f),(g), (k) above.</p> <p>As per Clause No. 14(ii)(c), 15, 18 & explanation to Clause 10.1 to 10.5 of Annex. I Part-I of GCC APRIL-2022, with up-to-date correction slip)</p>
16.2.4	<p><u>FOR COMPANY REGISTERED UNDER COMPANIES ACT 2013</u></p> <p>a) Copy of Memorandum of association/ Articles of Association of Company.</p> <p>b) Copy of Certificate of Incorporation</p> <p>c) Copy of resolution passed by Board of Directors authorizing its Director/Employee to deal with tender on behalf of company</p> <p>d) Special Power of Attorney/ Authorization issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign the MOU/ JV agreement on behalf of the company and create liability against the Company, as per proforma given in Annexure-XV (duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (c) above)</p> <p>e) Declaration regarding constitution of the Company, for merging of another company, details required for the entire period for last seven years as per proforma given in Annexure-XXXIII. (mandatory)</p> <p>f) (f) Following additional documents are required to be furnished (mandatory in case of merger with another company)</p> <p>(1) Details of company getting merged as per annexure I</p> <p>(2) Copy of Memorandum of Association/ Articles of Association of the Company getting merged</p> <p>(3) Copy of certificate of incorporation of previous company getting Merged</p> <p>(4) Resolution by the Board of Directors for the Merger of the company(s) with the tenderer</p> <p>(5) Proof of surrender of previous PAN no</p> <p>(6) Document for the technical, financial criteria, bid capacity as claimed w.r.t. such Company(s) joining the new/Existing Company as per para 16.1 (c), (d), (f), (g), (k) above.</p> <p>As per Clause No. 14 (ii)(e), 15 & explanation to Clause 10.1 to 10.5 of Annex. I Part-I of GCC APRIL-2022, with up-to-date correction slip</p>
16.2.5	<p><u>FOR LLP FIRM REGISTERED UNDER LLP ACT 2008</u></p> <p>(a) A copy of LLP Agreement.</p> <p>(b) A copy of certificate of Incorporation and</p> <p>(c) A copy of resolution passed by partner of LLP firm for submitting tender by LLP firm and to deal with tender on behalf of the firm as per proforma given in Annexure-XXI.</p> <p>(d) Special Power of Attorney/ Authorization issued by LLP firm in favour of the individual to sign the tender on behalf of the LLP firm and create liabilities against the LLP as per proforma</p>

	<p>given in Annexure-XXV (duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (c) above) (e) Declaration by the newly formed LLP firm as per proforma given in Annexure-XXXI. (mandatory if tenderer is newly formed partnership firm) (e) Declaration by the existing LLP firm as per Performa given in Annexure-XXXII. (mandatory if tenderer is an existing partnership firm)(f) With respect to the declaration above, in case of (i)Newly formed LLP firm has/ have as one or more partner(s) from previous propriety firm(s) or dissolved previous partnership firm(s) or LLP firm or split previous partnership firm(s) or LLP firm, existing LLP firm (a)joining of new one or more partner(s)in the existing LLP firm, (ii) quitting of new one or more partner(s)from the existing LLP firm – Following additional documents are required to be furnished (mandatory as applicable)</p> <ol style="list-style-type: none"> (1) Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I (2) A copy of previous partnership Firm (Notarized or duly registered with the Registrar) (3) Affidavit as per proforma given of Annexure –IX for previous Propriety firm (duly executed on stamp paper and notarized). (4) Copy of previous LLP agreement and certificate of incorporation. Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm) (5) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, LLP firm or propriety firm) (6) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para 16.1 (c), (d), (f),(g), (k) above. <p>As per Clause No. 14(f), 15 & explanation to Clause 10.1 to 10.5 of Annex. I Part-I of GCC APRIL-2022, with up-to-date correction slip</p>
16.2.6	<p><u>FOR REGISTERED SOCIETY & REGISTERED TRUST</u></p> <ol style="list-style-type: none"> (a) A copy of the certificate of registration. (b) A copy of Memorandum of Association of Society/Trust Deed (c) A copy of Rules & Regulations of the Society (d) A copy of Special Power of Attorney/ Authorization in favor of the individual to sign the tender and create liabilities against the Registered Society/ Trust as per proforma given in Annexure-XXII (duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (a), (b) above) <p>As per Clause No. 14(g), 15 Annex. I Part-I of GCC APRIL-2022, with up-to-date correction slip</p>

16.2.7	<p><u>FOR JV FIRM:</u> -</p> <p>Following documents are mandatorily to be submitted by constituents of the JV firm depending upon their status</p> <p>As per clause no. 14(d), 17.0 Annex. I Part-I, GCC APRIL-2022, with up-to-date correction slip</p> <p>a) Memorandum of Understanding of JV as per pro forma given in Annex. X (duly executed on stamp paper and notarized)</p>
16.2.7.1	<p><u>DOCUMENTS MANDATORY FOR SOLE PROPRIETORSHIP FIRM PARTICIPATING AS MEMBER OF JV</u></p> <p>(a) Affidavit as per proforma given of Annexure –IX (duly executed on stamp paper and notarized).</p> <p>(b) Special Power of Attorney to be submitted by Sole Proprietor participating as member of JV firm as per proforma given in Annexure-XII (duly registered with the Registrar or notarized) (Not Required if MOU/JV agreement is signed by the sole Proprietor himself as per (a) above).</p> <p>As per Clause No.15 Annex.I of Part-I GCC APRIL-2022, with up-to-date correction slip</p>
16.2.7.2	<p><u>DOCUMENTS MANDATORY FOR HUF (HINDU UNDIVIDED FAMILY) PARTICIPATING AS MEMBER OF JV</u></p> <p>(a) Affidavit as per proforma given of Annexure –XXIX (duly executed on stamp paper and notarized).</p> <p>(b) Special Power of Attorney to be submitted by HUF participating as member of JV firm as per proforma given in Annexure-XII(duly registered with the Registrar or notarized) (Not required if MOU/JV agreement is signed by the Karta of HUF himself as per (a) above).</p> <p>As per Clause No. 17.14.2, 15 Annex. I of Part-I GCC APRIL-2022, with up-to-date correction slip</p>
16.2.7.3	<p><u>DOCUMENTS MANDATORY FOR PARTNERSHIP FIRM PARTICIPATING AS MEMBER OF JV</u></p> <p>(a) Copy of Partnership Deed (duly registered with the Registrar or notarized prior to date of tender opening as per the Indian Partnership Act.).</p> <p>(b) Copy of letter of consent of all the Partners or individual authorized by partnership firm to enter into JV Agreement as per Performa given in Annex-XI (duly executed on stamp paper).</p> <p>(c) Special Power of attorney to be submitted by Partnership firm in favor of the individual to sign the tender, to sign the MOU/JV agreement on behalf of the Partnership Firm and to create liability against the firm as per Performa given in Annexure-XVIII (duly registered with the Registrar or notarized). (Required even if MOU/JV agreement is signed by one or more partners authorized in Partnership deed, letter of consent to sign on behalf of the firm is given in (a), (b) above)</p> <p>As per Clause 17.14.1, 15 & 18.2 of Annex. I Part-I GCC APRIL-2022, with up-to-date correction slip</p>

16.2.7.4	<p><u>DOCUMENTS MANDATORY FOR COMPANY PARTICIPATING AS MEMBER OF JV</u></p> <p>a) A Copy of Memorandum of Association/ Articles of Association of Company.</p> <p>b) A Copy of certificate of Incorporation</p> <p>c) A Copy of resolutions passed by Board of Directors of the Company permitting the Company to enter into a JV agreement, to be submitted as per Annexure-XVII.</p> <p>d) Special Power of Attorney/ Authorization issued by the Company (backed by the Resolution of Board of Directors) in favor of the individual to sign the tender, to sign the MOU/JV agreement on behalf of the company and create liability against the Company, as per proforma given in Annexure-XII (duly registered with the Registrar or notarized). (Required even if MOU/JV agreement is signed by the authorized/ power of attorney holder himself as per (c) above)</p> <p>As per Clause No. 17.14.3, 15 of Annex. I Part-I GCC APRIL-2022, with up-to-date correction slip</p>
16.2.7.5	<p><u>DOCUMENTS MANDATORY FOR LLP FIRM PARTICIPATING AS MEMBER OF JV</u></p> <p>(a) A copy of LLP agreement.</p> <p>(b) A copy of Certificate of incorporation of LLP</p> <p>(c) A copy of Resolution passed by the partners of LLP firm permitting the firm to enter into a JV agreement to be submitted as per Performa given in Annexure-XXIV</p> <p>(d) Special Power of Attorney/ Authorization issued by LLP firm (backed by resolution of partners) in favor of the individual to sign the tender, sign the MOU/ JV agreement on behalf of the LLP firm and create liabilities against the LLP firm as per proforma given in Annexure XX(duly registered with the Registrar or notarized).(Required even if MOU/JV agreement is signed by the authorized/ power of attorney holder himself as per (c) above)</p>
16.27.6	<p><u>DOCUMENTS MANDATORY FOR REGISTERED SOCIETY AND TRUST PARTICIPATING AS A MEMBER OF JV</u></p> <p>(a) A copy of Deed of Formation</p> <p>(b) A copy of certificate of Registration.</p> <p>(c) A copy of Resolution passed by the executive members of Registered Society/Trust permitting the registered society/Trust to enter into a JV agreement as per proforma given in Annexure XXVI.</p> <p>(d) Special Power of Attorney/ Authorization issued by the registered society/ trust (backed by resolution of partners) in favour of the individual to sign the tender, to sign the MOU/ JV agreement and create liabilities against the Registered Society/ Trust as per proforma given in Annexure-XXVII (duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (c) above)</p> <p>(e) A copy of Rules & Regulations of the Society.</p>
	<p><u>Note to Para 16</u></p> <p>1. The tenderers shall submit a certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-II as mentioned in clause No. 16.1(b). Non submission of a certificate by the bidder shall result in summarily rejection of his/their bid. And it shall be mandatorily incumbent upon</p>

	<p>the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.</p> <p>2. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.</p> <p>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.</p> <p>4. Any such verification or lack of such verification by the DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the DFCCIL there under.</p> <p>4.1 In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire DFCCIL for 5 (five) years.</p> <p>4.2 In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee and Security Deposit available with the DFCCIL shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to five years.</p> <p>5. No post tender submission of documents shall be permitted in respect of tender. However, only clarification can be called for by DFCCIL in respect of any part / document submitted by the tenderer which shall be responded to by the tenderer within 10 working days of the date of issue of such letter for clarifications, failing which the offer shall be dealt with as per available documents.</p> <p>6. The documents mentioned 'mandatory' in clause No. 16 above are required to be uploaded by the contractor with tender document. If any of these documents is not uploaded along with the tender, the offer shall be summarily rejected.</p> <p>7. In addition to above Tenderer have to certify that neither I / We (name of the sole Proprietor firm/ Partnership Firm/Limited Company/ LLP/Registered Society/Trust / JV firm) nor any of the partner or partnership firm/ LLP /Member of Registered Society/ Trust / Constituent of JV firm including partner of partnership firm in JV has/ have been black listed or debarred by DFCCIL or any other Ministry /Department/ Public Sector Undertaking of the Government of India/ any State from participation in tenders/contract on the date of opening of bids either in our individual capacity or in any firm in which we are partners.</p> <p>As per Clause No. 11(v),11(vi) Annexure 1 part I of GCC APRIL-2022, with up-to-date correction slip</p>
17.0	<p>Participation of Partnership Firms in works tenders</p> <p>The partnership firm shall be governed as per Clause No. 18.1 to 18.12 of Tender Form (second Sheet) Annex. I Part-I of GCC APRIL-2022, with up-to-date correction slip.</p>
18.0	<p>Participation of Joint Venture (JV) in Works Tender shall be governed as per Clause No. 17 of Tender Form (second Sheet) Annex. I Part-I of GCC APRIL-2022, with up-to-date correction slip. :</p>

Tender No. DDU-EN-Noise Barrier-2025

19.	<p>The tenderer shall submit the original copies of the documents as per Annexure II, IX, X, XI, XII, XIII, XIV, XV, XVII, XVIII, XX, XXI, XXII, XXIII, XXIV, XXV , XXVI and XXVII etc. as applicable for Sole Proprietor/Partnership firm/LLP/Registered Society & Trust /Limited Company/JV Firms as and when required by the DFCCIL for the verification. If the required documents are not submitted by the tenderer or any discrepancy between the scanned uploaded documents and original documents then the offer of the tenderer will be summary rejected and the action will be taken as per the various provisions of Affidavit to be submitted by the tenderer as per Annexure-II.</p>
20.0	Security Deposit:
20.1	<p>The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCIL as part of security for the due and faithful fulfilment of the contract by the Contractor. The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.</p> <p>Further, in case of contracts having value equal to or more than Rs. 50 crore (Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Standard General Conditions of Contract. Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Earnest Money deposited by the Contractor with his tender will be returned by the DFCCIL.</p> <p>Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.</p> <p>As per Clause No. 16.(1) Part-II of GCC APRIL-2022, with up-to-date correction slip</p>

20.2	<p>Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after the following:</p> <ul style="list-style-type: none"> (a) Final Payment of the Contract as per clause 51. (1)and (b) Execution of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Contractor and (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50 (1), in case applicable. (d) As per Clause No. 51.(1) and 16.2(i) Part-II of GCC APRIL-2022, with up-to-date correction slip
20.3	<p>Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with DFCCIL under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.</p> <p>As per Clause No. 16.2(ii) Part-II of GCC APRIL-2022, with up-to-date correction slip</p>
21.0	<p>No interest shall be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub Clause 16. (4)(b) of GCC APRIL-2022 with up-to-date correction slip will be payable with interest accrued thereon.</p> <p>As per Clause No. 16.3, Part-II of GCC APRIL-2022, with up-to-date correction slip</p>
22.0	<p>Performance Guarantee</p> <p>The procedure for obtaining Performance Guarantee is outlined below:</p> <ul style="list-style-type: none"> a) (a)The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12 % per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the DFCCIL, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work. b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5 % of the contract value (for all tenders issued after 31.03.2023). c) (As per Railway Board Letter no. 2020/CE-I/CT/3E/GCC/Policy dated 10.01.2022) <ul style="list-style-type: none"> (i) A deposit of Cash; (ii) Irrevocable Bank Guarantee;

	<p>(iii) Government Securities including State Loan Bonds at 5% below the market value;</p> <p>(iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;</p> <p>(v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;</p> <p>(i) Deposit in the Post Office Saving Bank;</p> <p>(ii) Deposit in the National Savings Certificates;</p> <p>(iii) Twelve years National Defense Certificates;</p> <p>(iv) Ten years Defense Deposits;</p> <p>(v) National Defense Bonds and</p> <p>(vi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of CGM/DFCCIL/DDU (free from any encumbrance) may be accepted.</p> <p>(d) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.</p> <p>(e) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.</p> <p>(f) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily. (Completion certificate shall be governed as per As per Clause No.48.(1) & 48.(2), Part-II of GCC APRIL-2022, with up-to-date correction slip</p> <p>(g) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encased.</p> <p>(h) The Engineer shall not make claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the agreement) in the event of:</p> <p>(i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.</p> <p>(ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.</p> <p>(iii) The Contract being determined or rescinded under clause 62 of the GCC</p> <p>As per Clause No.16.(4), Part-II of GCC APRIL-2022, with up-to-date correction slip</p>
23	MEASUREMENTS OF CONTRACTOR WORKS.
23.1	The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / registered society / registered trust etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favor of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to

	<p>submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.</p> <p>As per Clause No. 15 of Annexure I part 1 of GCC APRIL-2022, with up-to-date correction slip</p>
23.2	<p>Measurement of works by DFCCIL:</p> <p>The contractor shall be paid for the works at the rates in the accepted Schedule or Rates and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one, for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the contractor's attendance, the work may be measured up in his absence and such measurements shall notwithstanding such absence, be binding upon the contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below :</p> <p>a It shall be open to the contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.</p> <p>b If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.</p> <p>(As per Clause No. 45 (i), Part-II of GCC APRIL-2022, with up-to-date correction slip)</p>

23.2.1	<p>Measurement of Works by Contractor's Authorized Representative (In case the contract provides for the same):</p> <p>(a) The contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined under Clause 39 part II of GCC APRIL-2022, with up-to-date correction slip on of these conditions on the measurements taken by the contractor's authorized engineer in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.</p> <p>The date and time of test checks shall be communicated to the contractor who shall be present at the site and shall witness the test checks, failing the contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon contractor provided always that any objection made by contractor to test check shall be duly investigated and considered in the manner set out below :</p> <p>i) It shall be open to the contractor to take specific objection to test checks of any</p> <p>Recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned DFCCIL's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.</p> <p>ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.</p> <p>(b) Incorrect measurement, actions to be taken: If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:</p> <p>(i) On first occasion of noticing exaggerated/false measurement, engineer shall recover liquidated damages equal to 10% of claimed gross bill value.</p> <p>(ii) On any next occasion of noticing any exaggerated/false measurement, DFCCIL shall recover liquidated damages equal to 15% of claimed gross bill value. In addition, the facility of recording of measurements by contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by DFCCIL as per clause 45(i) of GCC APRIL-2022.</p> <p>The detailed procedure for recording of measurements, provisional payment, test check, final payment etc. shall be as per para 1316 A of the Indian Railway Code for Engineering Department.</p>
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	<p>As per Clause No. 45 (ii), Part-II of GCC APRIL-2022, with up-to-date correction slip</p> <p>Note: - ‘Contractor’s authorized engineer’ shall mean a graduate engineer or equivalent, having more than 3-year experience in the relevant field of construction work involved in the contract, duly approved by Executive/Sr. Executive/JPM/APM/DPM/PM/Dy.CPM /CGM/GM-Co/CGM.</p> <p>As per Clause No. 1(1)(q), Part-II of GCC APRIL-2022, with up-to-date correction slip</p> <p>(Measurement of works by authorized representative) shall be applicable only for those contracts where specifically mentioned in additional special conditions of contract.</p>
24	PAYMENT OF COTRACTUAL WORKS
24.1	<p>“On-Account” Payments: The contractor shall be entitled to be paid from time to time by way of “On-Account” payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer’s/Engineer’s Representative’s certificates of measurements or Engineer’s certified “Contractor’s authorized engineer’s measurements” shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of ten percent by way of Security Deposits, until the amount of Security Deposit by way of retained earnest money and such retentions shall amount to 6% of the total value of the contract provided always that the Engineer may be any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.</p>
24.2	<p>Rounding off Amounts: - The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paisa shall be omitted and sums of 50 paisa and more up to ₹ 1 will be reckoned as ₹ 1.</p>
24.3	<p>On account Payments Not Prejudicial to Final Settlement</p> <p>“On-Account” payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as “Final Measurements” and as such have been signed by the Contractor and Engineer’s/ Engineer’s Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.</p>
24.4	<p>Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer’s certified “contractor’s authorized engineer’s measurements” of the total quantity of work executed by the Contractor up to the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of</p>

Tender No. DDU-EN-Noise Barrier-2025

	all claims he may have on the DFCCIL in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39, 43(2), 45(a), 48(1), 48(2), 48(3), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1)(i) to xv (B) of Standard General Conditions of Contract or in any Clause(stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.
25.0	<u>INSTRUCTIONS OF MODE OF PAYMENT IN WORKS TENDERS OR SERVICE TENDER THROUGH LETTER OF CREDIT (LC)</u>
25.1.1	For all the tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the option to take payment from DFCCIL through a letter of credit (LC) arrangement.
25.1.2	This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railways Electronic Procurement System - the e-application on which tenders are called by DFCCIL) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
25.1.3	The option so exercised, shall be an integral part of the bidder's offer.
25.1.4	<p>The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.</p> <p>In case tenderer opts for payment through LC following shall be the procedure to deal release of payment through LC:</p> <ol style="list-style-type: none"> The LC shall be a sight LC, The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor. SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from DFCCIL Accounts Units for tenders opened in financial year 2023-24. SBI branches where the respective DFCCIL Accounts Office has its Account (local SBI branch) will be the issuance/ reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills. The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the The LC terms and conditions shall inter-alia indemnify and save harmless the DFCCIL from and against all losses, claims and demands of every nature and description brought or recovered against the DFCCIL by reason of any act or omission of the contractor, his

agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by DFCCIL on this account shall be considered as reasonable compensation and paid by contractor.

- f. The LC terms and conditions shall inter-alia provide that DFCCIL will issue a Document of Authorization (format enclosed as **Annexure-‘B’**) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
- g. The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
- h. The Document of Authorization shall be issued by DFCCIL Accounts Office against each bill passed by DFCCIL.
- i. On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by DFCCIL Accounts Office to DFCCIL’s bank (Local SBI Branch).
- j. The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Bill.
- k. The payment against LC shall be subject to verification from DFCCIL’s Bank (Local SBI Branch).
- l. The contractor’s bank (advising bank) shall submit the documents to the DFCCIL’s Bank (Local SBI Branch).
- m. The DFCCIL’s bank (issuing bank) shall, after verifying the claim so received with reference to the digitally signed Document of Authorization received from DFCCIL Accounts Office, release the payment to contractor’s bank (advising bank) for crediting the same to contractor’s account.
- n. Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- o. The LC shall be closed after the release of final payment including PVC amount, if any to the contractor.
- p. The release of performance guarantee or security deposit shall be dealt directly by DFCCIL with the contractor i.e., not through LC.

For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as **Annexure-‘A’**.

Tender No. DDU-EN-Noise Barrier-2025

Annexure-‘A’

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

Office of DFCCIL

No.....
The Dy. CPM/Finance
DDU

Dated.....

Sub:- Opening of LC
Ref:-Supply Order / Contract Agreement No.

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

The details of beneficiary are as under:

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

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

(Signature)

Name.....

Designation.....
(Official Seal)

Annexure-‘B’

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

Dated: -----

DOCUMENT OF AUTHORIZATION

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

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

The beneficiary of the aforementioned Letter of Credit M/s..... (NAME AND VENDOR CODE)..... (Vendor Code..... as per IREPS.....) Is entitled to receive payment aggregating INRSSS (FROM ABSTRACT OF BILL PASSED)... Out of total LC amount of INR (FROM MASTER TABLE OF LC

OPENED) Against the first/second* commercial Invoice No. (FROM IPAS) Dated..... FROM IPAS..... for INR (FROM IPAS) raised against the above contract from State Bank of India..... (Branch FROM LC MASTER TABLE) On the strength of this Certificate.

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

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

THIS PAYMENT: sass.....

LC balance after this payment:

(Signature of authorized DFCCIL authority)

Name

Designation

Official Seal

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

Tender No. DDU-EN-Noise Barrier-2025

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

Note:- (i)* If the number of tenderers qualified for Award of Contract is less than 3 RA shall not be done and tender may be decided on the basis of Initial Price Offer(s).

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

Annexure C

Procedure for Conduct and Reporting of R.A.

- The tendering authority shall solicit bids through an invitation to the electronic Reverse Auction to be published or communicated in accordance with the provisions similar to e-procurement.
- Depending upon the nature of item/work/service and complexity of case on hand, following shall be indicated in the tender for e-RA itself.
 - Initial e-RA period: This shall be the initial time interval for e-RA, e-RA Shall be open for this duration.
 - Auto extension period: In case any offer is received in the time period equal to auto extension period before close of initial e-RA period, the e-RA shall be extended for time equal to auto extension period from the time of last bid. There shall be no upper limit on number of auto extensions. When no offer is received in the last auto extension period, e-RA shall close.
 - Minimum decrement in percentage of value of the last successful bid.
- Date and time for start of e-RA shall be communicated to qualified tenderers by the convener after evaluation of the Technical Bids.
- After submission of Initial Price Bid, tenderers will not be allowed to revise the taxes and other levies.
- During auction period, identities of the participating tenderers will be kept hidden.
- Minimum admissible bid value will be last bid value minus minimum decrement as specified by the tendering authority before starting of reverse auction. Starting point for reverse auction shall be the lowest initial Price Bid of the Tenderer eligible for award of contract.
- After close of the RA, tabulation of last (minimum) bids received from all the tenderers will be generated and made visible to Railways and participating tenderers.
- Railway users can also view the bidding history in chronological order.
- Bidders not be allowed to withdraw their last offer.

Tender No. DDU-EN-Noise Barrier-2025

	<p>10. L-1 will be defined as the lowest bid obtained after the closure of R.A. session for Goods Works and Services tenders. <i>(Authority : No. 2017/Trans/01/Policy/Pt-S Dated 28.03.2018)</i></p>
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PART-IV

SPECIAL CONDITIONS OF CONTRACT (GENERAL)

1.5.1 This Tender shall be governed by Preamble and General instructions to tenderers, General condition of Contract, Special conditions of contract, Technical Specifications, Additional Technical specifications (if any), Drawings, Forms, Annexures, etc.

1.5.2 If there are varying or conflicting provisions in the documents forming part of the contract, Engineer shall be deciding authority with regard to the intentions of the provision and decision of Engineer will be final and binding on the contractor.

1.5.3 Scheme of work: - Within a **period of 10 days** beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for execution of work and various documents enumerated in tender papers to the employer.

1.5.4 Quality Assurance Plan

All materials used in the work shall be of the best quality as per codes. Quality Assurance Plan shall include for materials used and for workmanship of work. The contractor shall submit Quality Assurance Plan for the substructure and foundation. The contractor shall also ensure that the Employer's prescribed Quality Assurance Standards are rigidly followed in for the construction of substructure and foundation. These are to be approved from the DFCCIL.

1.5.5 Quality Assurance Plan for Materials

- (a) All materials used in the work shall be of the best quality as per codes/ Specifications for Fabrication and Erection of Steel amended till date. Quality Assurance Plan shall include for materials used and for workmanship of work.
- (b) The contractor shall ensure quality at all necessary points, whether at manufacturer's works, or in his depot or at work site as well as during erection through Quality Assurance Plan.
- (c) The Contractor shall adopt a suitable Quality Assurance Programme according to approved instructions, drawings, specifications, etc.

1.5.6 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.

1.5.7 This programme of the Contractor shall generally cover the followings:

1.5.7.1 The organization to manage and implement the Quality Assurance programme.

1.5.7.2 The documentation control system:

- (i) Basic control system.
- (ii) Adopted at manufacturer's work
- (iii) Adopted at the Contractor Depot and work site.

1.5.8.3 Procedure adopted for:

- (i) Source Inspection.
- (ii) Incoming raw material inspection.
- (iii) Verification of material purchased.
- (iv) Fabrication Controls.
- (v) Site erection controls.

1.5.8.4 Inspection and Test Procedure for:

(i) Manufacture and quality control procedure.

(ii) Field activity.

1.5.8.5 System of handling and storage.

1.5.8.6 System of quality audit.

1.5.8.7 System of maintenance of records for the purpose of obtaining “On Account Payment”, the Contractor shall submit along with the invoice, the documents indicated in the prescribed quality Assurance standards which should inter alia cover the following as may be applicable in each case.

(i) Material test reports on raw materials used.

(ii) Material type and routine test report on components specification.

(iii) Inspection Plan with reports of the inspection Plan check points.

(iv) Routine test report.

(v) Factory test results as required under the specification.

(vi) Quality audit report including test check report of Employer's representative if any.

1.5.9 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.

1.5.10 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 patterns 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.

1.5.11 Insurance (CAR Policy) –

Before commencing of works, it shall be obligatory for the contractor to obtain, at his own cost, insurance cover (car policy) in the joint name of the contractor and employer from reputed companies under the following requirements.

- (a) Liability for death of or injury to any person/ employer's staff / animals or things or loss of or damage to any property / things / the work of other contractor (other than the work) arising out of the performance of the Contract.
- (b) Construction Plant, Machinery and equipment brought to site by the Contractor.
- (c) Any other insurance cover as may be required by the law of the land.

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

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

The sum ensured value under CAR policy is equivalent to contract value

1.5.12 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 lakhs for any one accident.**
- (d) The contractor shall be responsible for all repairs and rectification of damages to completed works or works under execution due to DFCCIL accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installation are provisionally handed over to the employer.

1.5.13 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/DFCCIL premises, but shall then conform to the rules and regulations of the Railway/DFCCIL 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/DFCCIL 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. Before execution of work beside / nearby Railway/DFCCIL track the contractor shall get approved the safety and protection plan from the DFCCIL if applicable and required.
- (b) Blasting of rocks for foundation work shall be done only after due notice is given to the employer and time/s and date /s for blasting operations agreed to by the employer. Blasting, if required to be done in the vicinity of the track, shall not be undertaken until the Employer's flagmen on duty take necessary step to protect trains and the track is adequately protected by the contractor against damage by blasted rock. The contractor shall follow detailed instructions which will be issued to him regarding blasting operations in the vicinity of tracks.
- (c) The contractor shall abide by all Railway/DFCCIL 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 DFCCIL equipment, structure or rolling stock except as agreed to by the employer,

provided that all damage and disfiguration caused by the contractor at his own cost failing which cost of such repairs shall be recovered from the contractor.

- (e) If safety of track or track drainage etc. is affected as a consequence of works undertaken by the contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay, the employer shall, after giving due notice to the contractor in writing, take necessary steps and recover the costs from the contractor.

1.5.14 Guarantee / Defect Liability Period: -

- (a) The Contractor shall guarantee that all the works executed under this contract shall be free from all defects and faults in material, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations, **for a period of 6 months from the date of taking over by the DFCCIL.**
- (b) During the period of guarantee the Contractor shall keep available an experienced engineer / man power to attend to any defective works / installations resulting from defective erection and/or defect in the installation supplied by the Contractor. This engineer shall not attend to rectification of defects which arise out of normal wear and tear and come within the purview of routine maintenance work. The contractor shall bear the cost of modifications, additions or substitutions that may be considered necessary due to faulty materials or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Engineer his successor(s)/Nominee.
- (c) During the period of Guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the executed work whether such parts / structural elements of his own manufacture or those of his sub-contractor / supplier whether arising from faulty materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of parts of executed work detected during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Employer at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Employer.
- (d) If it becomes necessary for the Contractor to replace or renew any defective portion of the structural elements until the expiration of six month from the date of such replacement or renewal or until the end of the above-mentioned period whichever is later. Such extension shall not apply in case of defects of a minor nature, the decision of the Chief General Manager or his successor/nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period the Employer may proceed to do work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the Employer may have against the Contractor in respect of such defects or faults.
- (e) The repaired or renewal parts structure shall be delivered / supplied and erected / executed on site free of charge to the employer/DFCCIL.
- (f) Any materials, fittings, components or equipment's / structure supplied under items for supplying / providing and fixing in schedule shall also be covered by the provisions of this paragraph. The liability of the Contractor under the guarantee will be limited to re-supply of components / structure installation and fittings.

1.5.15 Final Acceptance: -

- (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, provided in any case that the Contractor has complied fully with his obligations under clause 1.5.15 in respect of each work, provided also that the attention has been paid by way of maintenance by the Employer/DFCCIL.

- (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 got 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.

1.5.16 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 DFCCIL 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.

2.5.18 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.

1.5.17 The Contractor and concerned staff/Engineer shall ensure that every Running bill & Final Bill shall be technically checked by DFCCIL before making payment. The Contractor shall produce the original documents/Register for which copy is attached with "On Account" Bill at time of checking and/or Technical Scrutiny of the "On Account Bill" as and when asked by Engineer/ representative of DFCCIL / Investigating Agency to do so.

1.5.18 Performance Guarantee: - As per Para 16. (4) Part —I Chapter-IV of GENERAL CONDITIONS OF CONTRACT

1.5.19 Mobilization Advance: - (Applicable for Advertised tender of value more than Rs.25.00 crore) **Not applicable for this tender.**

1.5.20

- (a) The Tenderer/Contractor may be granted a recoverable interest-bearing mobilisation advance up to 10% of the contract value provided mobilisation advance is admissible as per the tender conditions and he specifically applies for it while tendering. If the tenderer fails to apply specifically for Mobilisation Advance while giving his offer at the tendering stage in case where grant of Mobilisation Advance is permissible, no subsequent requests from him for grant of this advance will be entertained. The rate of interest is 4.5% per annum above the Base Rate of State Bank of India, as effective on the date of approval of payment of Mobilisation Advance by the competent authority.
- (b) The advance will be granted in two instalments viz., 5% of the contract value on signing of the contract agreement and the balance 5% on Mobilisation of site establishment, setting up offices, bringing in equipment and actual commencing of work. Each instalment will be released on submission of a security in a form acceptable to the DFCCIL (similar to Performance Guarantee notified in Clause 16.(4) (b) of General conditions of contract for the amount of the at least 110% of the value of the sanctioned advance amount covering instalment together with interest charges calculated up to the end of the contract period. The tenderer who seeks Mobilisation Advance should be specific about the course of action proposed to be followed in producing the security to the satisfaction of the Railway. Each security should be at least not less than one lakh rupees. These securities shall be returned as and when the value of the advance plus interest is recovered from the running bill.
- (c) The recovery of the advance and interest thereon will be made through the every on-account bills, pro-rata, commencing from the time the value of the work executed under the contract reaches 15% of the contract value and completed when the value of the work executed under the contract reaches 85% of the contract value or assessed value whichever is less.
- (d) The Mobilisation Advance granted shall be returned back to the DFCCIL in case the work is not completed in the original contract completion period.
- (e) The Bank Guarantee shall be from a Nationalised Bank in India or State Bank of India, in a form acceptable to DFCCIL. (Tender Form No. 19 of the tender documents).

Note: The instruments as listed under Performance Guarantee vide Clause 16 (4) (b) of General Conditions of contract will also be acceptable for Guarantee in case of Mobilisation Advance.

1.5.21 Arbitration: - Refer to clause 63 & 64 of GCC.

1.5.22 GCC-2022, Part-II with advance correction slip issued up-to-date of opening of tender will be applicable. In case, there is an ambiguity in any definition, the decision of DFCCIL regarding the interpretation shall be final and binding. Wherever there is conflict in any condition between GCC and special condition mentioned in tender documents. The condition mentioned in special condition of contract will prevail. However, DFCCIL's decision in this connection shall be final and binding. The General Conditions of Contract 2022 of the Indian Railways, along with its latest correction slips and amendments, will form part of the

1.6 GST

GST as applicable from time to time on taxable value of each running account bill shall be paid. Contractor should bear the fact in mind while quoting the rates that GST will not be paid extra; rates are inclusive of GST as per prevailing rates. Documentary evidence of deposition of GST will be produced by contractor.

1.6.1 PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all taxes and duties including GST tax. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.

1.6.2 STATUTORY INCREASE IN DUTIES, TAXES ETC

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

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. Further DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/bidding contractor should bear the above fact in mind.

The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

1.6.3 EXCISE DUTY OR ANY OTHER TAXES/DUTIES:

The contractor shall bear full taxes / duties levied by state government and/ or Central Government/ Local bodies from time to time. This would be entirely a matter between the contractor and the State / Central Government/ Local bodies. No claim, what so ever, on this account shall be entertained by DFCCIL.

1.6.4 ROAD TAX CHARGES:

Road Tax/Charges levied by Government for movement of vehicles of contractor, used in transportation, shall be borne by the contractor and no re-imbursement on this account will be made by the DFCCIL.

1.6.5 FOREIGN EXCHANGE REQUIREMENTS:

Any demand of foreign exchange for importing of equipment's and materials shall not be accepted.

1.6.6 ANTI PROFITEERING CLAUSE.

The contractor should adhere to anti profiteering provisions as per section 171 of the CGST Act. Where due to change in the rates GST/Change in law, the contractor gets any credits/benefits, the same shall be passed on to DFCCIL by way of reduction in prices.

1.6.7 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.

1.6.8 Provision of Efficient and Competent Staff at Work Sites by the contractor (As per Clause 26A.3).

- (i) In terms of provisions of Clause 26A to the General Conditions of Contract (GCC), Contractor shall also employ following qualified Engineers during execution of the allotted work.
- (ii) Further, in case the contractor fails to employ the Qualified Engineer, as aforesaid in Para (a) & (b) above, he, in terms of provisions of Clause 26A.2 to the General Conditions of Contract, shall be liable to pay an amount of Rs. 40,000 and Rs. 25,000 for each month or part thereof for the default period for the provisions, as contained in Para 1.6.8.(i)(a) and 1.6.8.(i)(b) above respectively. (Railway Board's letter No. 2012/CE-I/CT/O/20 dtd. 10.05.2013)
- (iii) Provision for deployment of Qualified Engineers (Graduate Engineer or Diploma Holder Engineer) shall be for the values as prescribed above. However, for the works contract tenders, if it is considered appropriate by the tender inviting authority, not to have the services of qualified engineer, the same shall be so mentioned in the tender documents by the concerned Executive with the approval of Officer not below the level of SAG Officer/GM/CGM(DFCCIL), for reasons to be recorded in writing. (Railway Board's letter No. 2012/CEI/CT/O/20 dtd. 10.05.2013).
- (iv) As per para 26A.3, No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'." (Part-II STANDARD GENERAL CONDITIONS OF CONTRACT of GCC April 2022).
- (v) In terms of Railway Board's letter No.; 2012/CE-I/CT/O/20 dated 12.07.13 it has also been decided that for Track related contractual works of values, as specified in Railway

Tender No. DDU-EN-Noise Barrier-2025

Board's letter No. 2012/CE-I/CT/0/20 dated 10.05.13, Individual having Diploma in Railway Engineering awarded by IPWE (India) shall also be considered as qualified Diploma Holder Engineers and contractors for Track contract works can employ such Individuals at their work site on Indian Railways/DFCCIL.

1.6.9 Additional Conditions:

Contractor shall ensure the following provisions for efficient and smooth execution of work at site:

- 1.

PART-V
SPECIAL CONDITIONS OF CONTRACT
(SAFETY PRECAUTIONS)

SPECIAL CONDITIONS OF CONTRACT

(SAFETY PRECAUTIONS)

1. MEASURES TO BE ENSURED PRIOR TO START OF WORK

- 1.1** The contractor shall not start any work without the presence of DFCCIL supervisors at site.
- 1.2** The methodology in detail for execution of the work at site shall be approved by engineering in charge of the organization executing the work and copies of the same shall be available with contractor's supervisor, DFCCIL supervisor of the section in whose jurisdiction the work falls.
- 1.3** Before permitting the execution of certain works like earthwork in formation, bridge work, supply of ballast, transportation of rails, sleepers and other material, track linking, platform/any other civil work close to the running track etc. for new/existing rail lines, gauge conversion, doubling, traffic facility work, ROB/RUB, DFCCIL engineer-in-charge (APM/DPM/PM/Dy. CPM) of the section shall ensure that he received the prior intimation/confirmation of the following aspects from representative of contractor.

Name and address of the contract assigned to execute the work.

- i) Name of the Contractor's supervisor
- ii) List of the number(s) of individual vehicle(s)/ machineries, names and license particulars of the driver(s) proposed to be used by contractor.
- iii) Information regarding location, duration and timings during which the vehicles/machinery are planned to be plied/worked.
- iv) The supervisors and operators of the contractor proposed to be deployed at work site which is close to the running track, shall be imparted training by the DFCCIL trainer at contractor own cost about the safety measures to be adopted while working in the vicinity of running track. Further competency certificate to the individual supervisors/operator shall be issued as in Annexure-A by a DFCCIL officer not below the rank of Assistant level officer who is in charge of site. No supervisor/operator of the contractor shall work or allowed to work in the vicinity of running track who is not possession of valid competent certificate.
- v) Survey of site by supervisor of contractor and DFCCILs to assess the precautions to be taken at site for working of trains and materials required for protection.
- vi) Written advice to sectional APM/DPM about the detailed planning of work including protection of track and safety measures proposed to be adopted.
- vii) A copy of the approved methodology (to be approved by engineer in charge) proposed to be adapted by the contractor with a view to ensure safety of trains passengers and workers.
- viii) Assurance that the methods and arrangements are actually available at site before start of the work and the contractors supervisors and the workers have clearly understood the safety aspects and requirement to be adapted/followed while executing the work.

- ix) An assurance register has been kept at site duly signed by both DFCCIL supervisor as well as by the contractor supervisor as a token of their having understood the safety precautions to be observed at site.

1.4 1.4 No work shall which is to be done near running track shall commence unless permitted by sectional APM/DPM/PM/Dy. CPM.

1.5 Supplementary site-specific instructions, wherever considered necessary shall be issued by the Engineer in Charge

1.6 Standard Check list on Safety at Work Sites shall be used to ensure that all the requisite measures have been taken before start of work.

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

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

{iv} If vehicle/machinery is to be worked closer to 3.5m from running track.

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

- a. Plying of vehicles or working of machinery closer to 3.5 m of running track shall be done only under protection of track. Traffic block shall be imposed wherever considered

necessary. The site shall be protected as per provisions of Para No. 806 & 807 of P-Way Manual as case may be.

- b. Presence of a DFCCIL's Supervisor shall be ensured at worksite.
- c. DFCCIL's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train.

{v} Precaution to be taken while reversing road vehicle alongside the track.

The location where vehicle will take a turn shall be demarcated duly approved by DFCCIL's representative. The road vehicle driver shall always face the DFCCIL track during the course of turning/reversing his vehicle. Presence of an authorized DFCCIL representative shall be ensured at such location.

- (vi)** Road vehicle shall not be allowed to run along the track during night hours generally. In unavoidable situations, however, vehicles shall be allowed to work during night hours only in the presence of an authorized DFCCIL's

3.0 EXECUTION OF WORKS CLOSE TO OR ON RUNNING LINES

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

- {i}** Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.
 - a) Contractor has deputed trained supervisors in required number at worksites duly certified by APM/DPM/PM/Dy. CPM in charge of the works.
 - b) Drivers of vehicle/operators of the machines have been briefed about the safety and precautions to be taken while moving/ working close to traffic.
 - c) Contractor shall ply road vehicles/working of machinery only between sunset and sunrise. In case of emergency where it is necessary to work during night hours sufficient lighting shall be ensured in the complete work area for the safety of public and passengers. Also, additional staff shall be posted as necessary for night working and taking safety precautions.
 - d) The contractor shall not change the approved vehicle/machinery and driver/operator for working at site. Contractor shall not induct any new vehicle/machinery and driver/operator without prior written approval of APM/DPM and the list of such changes with numbers of individual vehicle, name and license particulars of the driver shall be given to APM/DPM/PM/Dy. CPM of the section.
 - e) Contractor shall ensure that road vehicle/machinery ply/work in a way so that these do not infringe the line of demonstration.
 - f) Lookout men with required safety equipment shall be posted where necessary.
 - g) In unusual circumstances, where operator apprehends danger to track while working

truck/machinery near running track, following action shall be taken.

- a) The contractor/supervisor/vehicle operator immediately advise the situation to DFCCIL official/officials of the organization executing the work and assist him/them in protecting the track.
 - b) Protection shall be done as done for other emergencies
 - h) Individual vehicle/machinery shall not be left unattended at site of work. If it is unavoidable and becomes necessary to stable the road vehicle/machinery at site near the running track, these shall be properly secured against any possible roll off and always be manned even during non-working hours. In addition, the road vehicle / Machinery should be stabled parallel to track only so that in case of failure of any securing arrangement, it may not roll towards the track.
 - i) All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimensions do not infringe. Necessary checks shall be exercised by site in charge from time to time.
 - j) During the hours of night, lamps of temporary indicators which are not of reflective type should be lit at sun- set and kept burning till sun rise, where trains run at night.
- {ii}** Precaution to be taken to ensure safety of electrical/signal/ telephone cables while excavating near tracks.
- a) Particular care shall be taken to mark the locations of buried electrical/signal/telephone cables on the plans jointly with S & T/Electric supervisor and also at site so that these are not damaged during excavation.
 - b) Copy of the cable plan should be given to the contractor's authorized representative before handing over the site to start the work.
 - c) Due care shall be taken to ensure that any part of the equipment or machinery or temporary arrangement does not come close to cables while working.
- {iii}** Precaution to be taken during execution of works requiring traffic blocks.
- a) Any work, which infringes the moving dimensions or causes discontinuity in the track any activity making the existing track unsafe for passage of trains etc. Shall be started only after the traffic block has been imposed, DFCCIL servant in charge of the work is present at the worksite, engineering signals are exhibited at specified distance and flagmen are posted with necessary equipment to man them etc.
 - b) Before closing the work, the track shall be left with the proper track geometry so that the trains run safely and flagmen are kept in the night with safety and track protection equipment to patrol the stretch and take action to protect the track, if so warranted and inform the DFCCIL supervisors.
 - c) After completion of work the released sleeper and fittings should be properly stacked

away from the track to be kept clear of moving dimensions.

- d)** Block shall be removed only when all the temporary arrangement, machineries, tools, plants etc. have been kept clear of moving dimensions.
- {iv)** Precaution to be taken during execution of works during night.

The work close to running line, generally, shall be carried out only during day hours. At locations, however, where night working is unavoidable, proper lighting arrangement should be made. The engineering indicator boards shall be lighted during night hours as per the provisions of IRPWM. The staff deputed for night working should have taken adequate rest before deploying them in night shift. We can specify duration of night shift from 20.00 hrs to 04.00 hrs. All other safety precautions applicable for day time work should be strictly observed during night working.

- {v)** Precautions to be taken to ensure safety of workers while working close to running lines.

- a)** Any work close to or on running tracks shall be executed under the presence of a DFCCIL's supervisor only.
- b)** Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.
 - i)** Such works shall be planned and necessary drawings particularly with regard to infringement to moving dimensions shall be finalized duly approved by competent authority before execution of work. The work shall be executed only as per approved procedure and drawings.
 - ii)** All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimension do not infringe.
 - iii)** Suitable speed restriction shall be imposed or Traffic block shall be ensured as required.
 - iv)** The site shall be protected as per provisions of Para No. 806 & 807 of P.Way Manual as case may be.
 - v)** Necessary equipment for safety of trains during emergency shall be kept ready at site.
- c)** A 'first aid kit' shall always be kept ready at site.

- {vi) Precaution shall be taken for safety of public or passengers, while executing works at locations, used by passengers and public,**

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

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

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

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

{viii) Precaution for handling of departmental material trains

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

- a) Issue of 'fit to run' certificate.
- b) 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.
- c) 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.
- d) As per Para 1204 of IRPWM, the material train should not be permitted to work during the period of poor visibility due to fog, storm or any other cause except with the permission of the ADEN/DEN. Working of the material trains carrying labour should not be permitted between sunset and sunrise except in an emergency.
- e) While unloading rail panels by the side of the running track, placement of the panels, clear of the maximum moving dimensions should be ensured.
- f) Unloading of rail panels should be done by a team of trained staff under the active supervision of competent Supervisor/Officer.
- g) 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.
- h) Reasonably adequate block should be asked and provided for unloading of the material and the work should be done preferably in day light to avoid shortcut in haste which may infringe the safety requirements.

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

- a) No electrical work close to running track shall be carried out without permission of DFCCIL representative.
- b) A minimum distance of 2m has to be maintained between live OHE wire and body part of worker or tools or metallic supports etc.
- c) No electric connection etc. can be tapped from OHE.

- d) Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.
- e) Power block is correctly taken and 'permit to work' is issued.
- f) The structure bonds, track bonds, cross bonds, longitudinal rail bonds are not disturbed and
- g) If disconnected for the work, they are reconnected properly when the work is completed.
- h) The track level is not raised beyond the permissible limit during the work.

4.0 PROTECTION OF TRACK DURING EMERGENCY

- (i) Action to be taken when a contractor's supervisor or vehicle operator apprehends any unusual circumstances likely to infringe the track and endanger safe running of trains. At any time if a contractor's supervisor or vehicle operator observes any unusual circumstances likely to infringe the track and apprehend danger to safe running of track, he shall take immediate steps to advise a DFCCIL official of such danger and assist him in protection of track.

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

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

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

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

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

3. Equipment required for protection of track.

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

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

- (d) Contractor will provide lookout men.
- (e) The lookout men shall be properly trained in warning to staff at worksite about approaching train.
- (f) Only those lookout men shall be provided at site who have been issued with a competency certificate by the DFCCIL's Supervisor.
- (g) In case, it is felt necessary to provide lookout men by DFCCIL, the charges for the same as fixed by DFCCIL Administration shall be recovered from Contractor

5.0 TRAINING TO SUPERVISORS AND OPERATORS OF CONTRACTOR

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

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

6.0 SPECIAL CONDITIONS FOR WORKING OF ROAD CRANES

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

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

7.0 Contractor shall indemnify DFCCILs against any loss/damage to public property, travelling public, DFCCIL or his own staff due to his (contractor's) negligence. In case

Tender No. DDU-EN-Noise Barrier-2025

there is any mishap, a fact-finding inquiry will be conducted by DFCCIL. A show cause notice will be issued to the contractor; in case he is prima-facie held responsible. Contractor's reply to show cause notice will be considered by the Engineer in Charge before taking final decision. In case contractor is found responsible for the mishap, recovery from him will be affected for only tangible direct losses.

Format for Competency Certificate

Certified that Shri _____ Supervisor/Operator of M/s.

_____ has been trained and examined in safety measures to be followed while working in the vicinity of running DFCCIL track for the work ____ His knowledge has been found satisfactory and he is capable of supervising the work safely.

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

Signature and designation of the officer

General Work Procedure

Maintenance work to be carried out as per DFCCIL procedure/manuals.

2.0 Further Drawing and Instructions:

- (i) Chief General Manager, DFCCIL shall have full power to make and issue further drawings or instructions or direction from time to time as may appear necessary and proper to the contractor for efficient construction, completion and maintenance of the works. The contractor shall be bound by the same as fully as be if they had been mentioned or referred to in the contract, and the contractor shall not be entitled to any extra payment in respect of any work or materials shown or directed to be done supplied by such further drawings or instructions required for completion of unless the Chief General Manager, DFCCIL have given an extra order for the same in writing. The contractor shall be responsible for close scrutiny of the drawings.
- (ii) If the works are required to be done in DFCCIL Yards and Tracks are to be crossed, the tenderer shall inspect the site and make himself thoroughly acquainted with site condition and quote rate considering these aspects.
- (iii) The work shall have to be done in such a manner that the normal working of the Railway within the railway yard does not get disturbed. No material/temporary structures should be kept adjacent to the running track which may infringe rail traffic. The contractor shall take necessary precaution to prevent/cause damage to the DFCCIL/Railway property & staff during the execution of the work.
- (iv) All the work to be executed as per approved drawings and no any extra payment shall be considered for protection etc. except Engineer's prior written instructions for the same approved by Chief General Manager, DFCCIL. The drawing mention in Tender document is sample drawing. Bidder will submit the detail drawing , plan and specification before execution of work and work shall be started only after approval of drawing from Employer.

2.9 Commencement of the construction work at site:

The contractor shall commence the construction work when and as soon as, but not until, he receives instructions from Engineer to do so. On such order being given, possession of site/authority shall be given to the contractor of such portion or portions of the site as the Engineer may determine.

2.10 Contractor to Study Drawing & Specification etc. and His Liability:

The contractor shall be responsible for close scrutiny of the approved drawings supplied by the DFCCIL, For any discrepancies, error or omission in the drawings or other particulars indicated therein, the contractor shall approach the DFCCIL immediately for rectification of

Tender No. DDU-EN-Noise Barrier-2025

indicated therein, the contractor shall approach the DFCCIL immediately for rectification of such discrepancies, errors and omission. If any dimension/figure/features etc. on approved drawings or plans differ from those drawings or plans issued to the contractors at the time of calling the tender, the dimensions as figured upon the approved drawings or plans shall be taken as correct.

2.11 Contractor to Submit his Time Table:

The contractor shall submit a monthly progress of work done during the month by the 4th day of the following month. He will also give the program of coming month by 25th of each month. The program will be subject to alteration at the discretion of the DFCCIL officials.

2.12 Any Doubted Points to be referred to the Chief General Manager, DFCCIL:

Should there be any doubt or obscurity as to anything to be done or not to be done by the contractor or as to these instructions or as to any matter or thing, the contractor must set forth such doubt or obscurity in writing and submit the same to Chief General Manager DFCCIL. Only such reply as the said Chief General Manager, DFCCIL may be in writing given shall be taken as the authoritative interpretation of the point in doubt or obscurity.

2.13 Contractor's Liability:

Any fitting, accessory or apparatus which may not have been mentioned in this specification or the drawings, but which are usual or necessary in the execution of such work, are to be provided by the Contractor without extra payment. The whole work must be completed in all details, whether mentioned in this specification or not, with the exception of such work as has been specified in the schedule of items to be separately provided for in the Contract. Notwithstanding the specifications and conditions stated in the contract, the contractor shall keep the Engineer/ Employer authority full indemnified and free from all liabilities and risks consequential to any lapse on his part in respect of material quality, standard of workmanship, accuracy of fabrication and the like. He shall provide all labour and material required for execution of the work as per all standards and specifications.

2.14 DFCCIL desires that successful contractor should establish (at his own cost) the fabrication workshop near the site only for close monitoring of all the quality aspects of this contract work. Contractor's request for establishing workshop/using workshop proposed/located away from the bridge site shall require prior approval.

2.15 Contractor shall establish fully equipped laboratory for all the tests required on

Tender No. DDU-EN-Noise Barrier-2025

materials/processes/products as per provisions of the contract, Specifications and the direction/approval of the Engineer. Costs of these are deemed to be included in the quoted rates. Prior approval of the engineer shall be obtained for non-installation of such testing equipment's which cannot be installed in normal course due to any reason. However, engineer's decision (for installation and non-installation) in this regard shall be final binding and conclusive.

2.16 Site Facilities by the Contractor:

Contractor shall provide Transportation of his staff / office / site facilities at the approach site / other locations for ensuring smooth and efficient communication and work execution. Cost of these facilities deemed to be included in the quoted rates and nothing extra shall be paid for this item.

Contractor shall (at his own cost) depute / nominate safety officers(s) for supervising safety aspects of all works/process including enabling arrangements for execution and inspection of the work. Safety systems/arrangements should be made for each activity of fabrication/erection and its inspection and same should be certified by nominated safety officer.

PART-VI

**SPECIAL CONDITIONS OF CONTRACT
(TECHNICAL)**

Tender No. DDU-EN-Noise Barrier-2025
SPECIAL CONDITIONS OF CONTRACT (TECHNICAL)
PART-A

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

- 1.0** This Tender shall be governed by Preamble and General instructions to tenderers, General condition of Contract, Special conditions of contract, Technical Specifications, Additional Technical specifications (if any), Drawings, Forms, Annexures, etc.
- 2.0** If there are varying or conflicting provisions in the documents forming part of the contract, Engineer shall be deciding authority with regard to the intentions of the provision and decision of Engineer will be final and binding on the contractor.
- 3.0** The Materials, workmanship, technical specification refer Standard General Conditions of Contract-2022 of Indian Railways and Standard Specifications (Works and Materials) of CPWD-2019 as amended/corrected up to latest correction slips are to be followed. CPWD Delhi Schedule of Rates (Vol-I & Vol-II) of 2021, Delhi Schedule of Rates (E&M)-2022 as amended / corrected up to latest correction slips are to be followed. Non schedule items and their specification shall be followed. Apart from the basic data, specifications etc. all items of works shall be governed by the Codes & Specifications as detailed and as revised / corrected / amended up to 28 days before the due date of submission of the Bid Proposal.

Further, if any specification(s) mentioned above not available, good's industrial practices and/or Manufacturer's catalogue are to be referred in consultation with DFCCIL and decision of DFCCIL shall be final & binding to contractor.

- 4.0 Inspection and Rectification:** - During execution of said work, the contractor shall provide all facilities to inspect the site to the Engineer-in-charge or his representative.
- 5.0 Erection & Equipment:** Before starting the work, the Contractor shall advise the Engineer fully as to the method he/she proposes to follow and the amount and character of equipment he/she proposes to use, which shall be subjected to the approval of the Engineer. The approval of the Engineer shall not be considered as relieving the Contractor of the responsibility for the safety of his/her method or equipment or from carrying the work in full accordance with the drawings and specifications. All temporary work shall be properly designed and substantially constructed for the loads, which it will be called upon to support. Adequate allowance and provision of a lateral forces and wind loads shall be made according to local conditions and ensure that support shall not settle during erection.

6.0 Further Drawing and Instructions:

- (i) Chief General Manager/Dy.CPM DFCCIL shall have full power to make and issue further drawings or instructions or direction from time to time as may appear necessary and proper to the contractor for efficient construction, completion and maintenance of the works. The contractor shall be bound by the same as fully as be if they had been mentioned or referred to in the contract, and the contractor shall not be entitled to any extra payment in respect of any work or materials shown or directed to be done supplied by such further drawings or instructions required for completion of unless the Chief General Manager/Dy. CPM DFCCIL have given an extra order for the same in writing. The contractor shall be responsible for close scrutiny of the drawings.
- (ii) If the works are required to be done in Railway/DFCCIL Yards and Tracks are to be crossed,

Tender No. DDU-EN-Noise Barrier-2025

the tenderer shall inspect the site and make himself thoroughly acquainted with site condition and quote rate considering these aspects.

- (iii) The work shall have to be done in such a manner that the normal working of the Railway/DFCCIL within the railway/DFC yard does not get disturbed. No material/temporary structures should be kept adjacent to the running track which may infringe rail traffic. The contractor shall take necessary precaution to prevent/cause damage to the Railway/DFCCIL property & staff during the execution of the work.
- (iv) All the work to be executed as per approved drawings, design and instruction of site Engineer/consultant of work no any extra payment shall be made for protection etc.
- (v) The contractor shall execute the work as per the detailed design and drawing of the work.

7.0 Commencement of the Erection Work at site: The contractor shall commence the erection work when and as soon as, but not until, he receives instructions from Engineer to do so.

8.0 Contractor to Study Drawing & Specification etc. and His Liability: The contractor shall be responsible for close scrutiny of the approved drawings supplied by the DFCCIL, for any discrepancies, error or omission in the drawings or other particulars indicated therein, the contractor shall approach the DFCCIL immediately for rectification of indicated therein, the contractor shall approach the DFCCIL immediately for rectification of such discrepancies, errors and omission. If any dimension/figure/features etc. on approved drawings or plans differ from those drawings or plans issued to the contractors at the time of calling the tender, the dimensions as figured upon the approved drawings or plans shall be taken as correct.

9.0 Contractor to Submit his Time Table: The contractor shall submit a monthly progress of work done during the month by the 4th day of the following month. He will also give the programme of coming month by 25th of each month. The programme will be subject to alteration at the discretion of the DFCCIL officials.

10.0 Contractor's Liability: Any fitting, accessory or apparatus which may not have been mentioned in this specification or the drawings, but which are usual or necessary in the execution of such work, are to be provided by the Contractor without extra payment. The whole work must be completed in all details, whether mentioned in this specification or not, with the exception of such work as has been specified in the schedule of items to be separately provided for in the Contract.

11.0 Notwithstanding the specifications and conditions stated in the contract, the contractor shall keep the Engineer/ Employer authority fully indemnified and free from all liabilities and risks consequential to any lapse on his part in respect of material quality, standard of workmanship, accuracy of fabrication and the like. He shall provide all labour and material required for execution of the work as per all standards and specifications.

Note: - In case of any item of CPWD-DSR-2021 is required to be executed by engineer as additional item, rates accepted in this tender will be applicable.

12.0 Before taking up any excavation or digging work at any location of section Guidelines issued from Director/Telecom (Railway board letter no. 2003/Tele/RCIL/1 Pt,IX dated 24.06.2013) must be follow. Penalty to be imposed as per JPO Telecommunication circular no.17/2013 for any damages.

Tender No. DDU-EN-Noise Barrier-2025

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)**

New Delhi dated 24.06.2013

No.2003/Tele/RCIL/1 Pt.IX

General Managers,
All Indian Railways.

Telecom Circular No. 17/ 2013

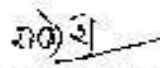
**Sub: Procedure for undertaking digging work in the vicinity of Signaling,
Electrical and Telecommunication Cable.**

JPO No. 1/Sig/2004 dated 16.12.2004 issued by Board on the subject matter was reviewed in consultation with Signal, Electrical, Civil Engineering and Works Directorates of Board.

2. The same has now been finalized and a copy of the Revised Joint Procedure Order duly signed by ED/TD, EDCE/P, ED/SD, ED/W and EDDE/M is attached for compliance.

3. Please acknowledge receipt.

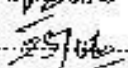
DA: 1 in 5 pages.


(Rakesh Ranjan)
Director(Telecom).

Copy to:-

- i) ED/TD, EDCE/P, ED/SD, ED/W and EDDE/M
- ii) CS/Es, All Indian Railways
- iii) CS/Es/Construction, All Indian Railways
- iv) ED/Tele, RDSO, Lucknow
- v) MD/RCIL, 143, Institutional Area, Sector 44,
Gurgaon - 122003.Haryana.


o/c

For Signature of Secretary to Railway Board General Manager, Railway Board New Delhi	
Signature of General Manager	
Date of issue	

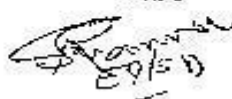
Annexure to Telecommunication Circular No. 17/2013

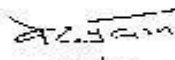
**JOINT PROCEDURE ORDER FOR UNDERTAKING DIGGING WORK
IN THE VICINITY OF UNDERGROUND SIGNALING, ELECTRICAL &
TELECOMMUNICATION CABLES.**

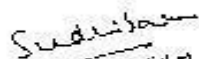
- A. A number of Engineering works in connection with gauge conversion/doubling/third line are in progress on various Railways, which require extensive digging work near the running track, in close vicinity of the working S&T cables carrying vital safety circuits as well as electrical cables feeding the power supply to cabins, ASM room, RRI Cabin, Intermediate Block Huts (IBH) etc. Similarly, S&T organisation under open line or construction units under CAO/C, are executing various Signaling and Telecom works requiring digging of earth for laying of cables or casting of foundations for the erection of signal posts etc. RailTel is also executing the work of laying of quad cable and OFC on various Railways as a part of sanctioned works for exclusive use of Railways for carrying voice and data i.e. administrative and control communication, PRS, FOIS etc. or shared by RailTel Corporation of India Ltd. On certain sections digging is also required for laying of electrical cable and casting of foundation for the erection of OHE masts by Electrical Deptt. Generally, these works are executed by contractors employed by these organisations.
- B. However, while carrying out these works in the vicinity of working signaling, telecommunication and electrical cables, at times, cable cuts take place due to JCB machines working along the track or during the digging work being done by contractors carrying out the Civil Engineering works. Similarly, such cable cuts are also resulting due to works undertaken by S&T or Electrical departments. Such cable faults results in the failure of vital signaling and telecommunication circuits & electrical installations.
- C. Henceforth, the following joint procedure shall be followed by Engineering, Electrical and S&T (and RailTel organisation, wherever such works are being done by them) officers of the respective divisions and by the construction organisation, while carrying out any digging work near to existing signaling & telecommunication and electrical cables, so that the instances of cable cut due to execution of works, can be controlled and minimized.
1. S&T department (and RailTel, where they have laid the cables) and Electrical department shall provide a detailed cable route plan showing exact location of cable at an interval of 200 m or wherever there is change in alignment so that the same is located easily by the Engineering official/contractor. In addition, S&T department and Electrical department shall also provide cable markers along the alignment of the cable. These cable route plans shall be made available to the Sr.DEN/DEN or Dy.CE/C, as the case may be, by Sr. DSTE/DSTE or Sr.DEE/DEE of the divisions or Dy. CSTE/C or Dy. CEE/C within 15 days in


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1 of 5

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Tender No. DDU-EN-Noise Barrier-2025

duplicate. Sr. DEN/DEN or Dy.CE/C will send copies to their field unit i.e. AEN/SE/P. Way & Works.

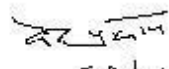
2. Before taking up any digging activity on a particular work by any agency, Sr. DSTE/DSTE or Sr.DEE/DEE of the section shall be approached in writing by the concerned Engg. or S&T or Electrical officer for permitting to undertake the work. Sr.DSTE/DSTE or Sr.DEE/DEE, after ensuring that the concerned executing agencies including the contractor have fully understood the S&T and Electrical cable route plan, shall permit the work in writing within 7 days of the request by concerned department.
3. After getting the permission from S&T or Electrical department as the case may be, the relevant portion of the cable route plan shall be attached to the letter ~~through which permission is issued to the contractor by concerned Engg. official~~ for commencement of work and ensuring that the contractors have fully understood the cable route plan and precautions to be taken to prevent damage to the underground cables. The contractor shall be asked to study the cable plan and follow it meticulously to ensure that the safety of the cable is not endangered. Such a provision, including any penalty for default, should form part of agreement also. It is advisable that a suitable post of SE/Sig or SE/Tele or SE/Electrical(TRD or G) shall be created chargeable to the estimates of doubling/gauge conversion, who can help Engg. agencies in the execution of the work. However basic responsibility will be of the department executing the work and the contractor. Creation of posts is not mandatory.
4. The SE/P.Way or SE/Works shall pass on the information to the concerned SE/Sig. or SE/Tele or SE/Electrical(TRD or G) about the works being taken up by the contractors in their sections at least 3 days in advance of the day of the work. In addition Engineering control shall also be informed by SE/P.Way or SE/Works, who in turn shall pass on the information to the test room/network operation center of RailTel/TPC/Electrical control.
5. On receiving the above information, SE/Sig or SE/Tele or SE/Electrical(TRD or G) shall visit the site on or before the date of taking up the work and issue permission to the contractor to commence the work after checking that adequate precautions have been taken to avoid the damage to the cables. The permission shall be granted within 3 days of submission of such requests.
6. The name of the contractor, his contact telephone number, the nature of the work shall be notified in the Engineering control as soon as the concerned Engineering officials issue the letter authorizing commencement of work to the contractor. Test room shall be given copies. Test room shall collect any further details from the Engineering control and shall pass it on to S&T/RailTel & Electrical officials regularly. In case the supervisors of concerned departments do not turn up on the day as advised in terms of para 4 and 5 above, the works of contractor should not be stopped on this account.

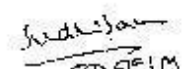

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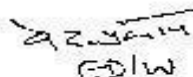

ED/WR

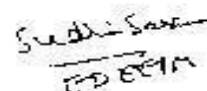
Tender No. DDU-EN-Noise Barrier-2025

7. In case of works being taken up by the State Government, National Highway Authority etc., the details of the permission given i.e. the nature of work, kilometer etc. be given to the Engineering control including the contact person's number so that the work can be done in a planned manner. The permission letter shall indicate the contact numbers of Test room/Network Operating Centre of RailTel/TPC/Elect. Control.
8. Where the nature of the work taken up by the Engineering department is such that the OFC or other S&T cables or Electrical cables is to be shifted and relocated, notice of minimum one week shall be given so that the Division/RailTel/Construction can plan the works properly for shifting. Such shifting works shall in addition, for security and integrity of the cables, be supervised by S&T supervisors/RailTel supervisors/Electrical supervisors.
9. The concerned SE/P.Way/SE/Works/SE/Sig/SE/Tele/ SE/Electrical(TRD or G) or RailTel supervisors supervising the work of the contractor shall ensure that the existing emergency sockets are not damaged in view of their importance in providing communication during accident/emergency.
10. In case of minor nature of works where shifting of cable is not required, in order to prevent damage to the cable, the Engineering contractor shall take out the S&T or optical fibre cable or Electrical cable carefully from the trench and place it properly alongside at a safe location before starting the earthwork under the supervision of SE/Sig. or SE/Tele or SE/Electrical(TRD or G). The cable shall be reburied soon after completion of excavation with proper care including placement of the brick over the cable under the supervision of S&T or Electrical supervisors. However, the work will be charged to the concerned engineering works. The responsibility for ensuring availability of SE (Signal), SE (Electrical) as per para 4 and 5 above lies with the respective department. The contractor will go ahead with the shifting of cables as per the program decided and he will not be held responsible for any cable cut.
11. In all the sections where major project are to be taken up/going on RailTel/S&T department shall deploy their official to take preventive/corrective action at site of work. As regards Electrical Department, the official may be deputed on need basis.
12. No new OFC or quad cable shall be laid close to the existing track. It shall be laid close to the Railway boundary on one side of the Railway track to the extent possible to avoid any interference with the future works (doubling etc.). It shall be ensured in the new works of cable laying that the cable route is properly identified with electronic or concrete markers. Wherever multiple cables are laid in a trench, RFID markers may be provided for easy identification of the cable. Henceforth, wherever cable laying is planned, before undertaking the cable laying work, the cable route plan of the same shall be prepared by the Dy.CSTE/C or Dy.CEE/C

3 of 5



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ED/TP

Tender No. DDU-EN-Noise Barrier-2025

and shall be got approved from the concerned Sr. DSTE/DSTE or Sr. DEE/DEE and also from the concerned Dy. CE/C for new lines and from the concerned Sr.DEN for all other projects including doubling GC etc., to avoid possible damage in future. Such approval shall be granted within 15 days of the submission of the request.

13. The works of excavating the trench and laying of the cable should proceed in quick succession, leaving a minimum time between the two activities.

14. In case damage is caused to OFC/Quad cable during execution of the work, the contractor is liable to pay a penalty for damaging the cable. Penalty shall not be levied in case of the following:-

- (i) Detailed cable route plan as per clause C-1 not provided by concerned department or cable is not protected as per laid down procedures.
- (ii) The alignment of the cable does not tally with the information provided to the contractor.
- (iii) The cable depth is found to be less than 800 mm from normal ground level.
- (iv) No representative of S&T department/RailTel was available at site guarding the cables on the fixed pre determined date and time.

15. Penalty to be imposed for damages to cable shall be as under:-

Cable damaged	Penalty per location
Only Quad cable or Signaling cable	₹ 1.0 Lakh
Only OFC	₹ 1.25 Lakh
Both OFC & Quad	₹ 1.5 Lakh
Electrical Cable	₹ 1.0 Lakh

Necessary debit in this regard shall be raised on the department undertaking the work who shall in turn levy the penalty on the defaulting contractor. S&T department shall raise the debits in case of damage to OFC or Quad or Signaling cable and Electrical department shall raise the debits in case of damage to Electrical cable.

16. Railways will not lodge FIR with RPF in cases of works being executed by authorized contractors of Railways who have been duly permitted to execute the works in accordance with this JPO. Joint note by the supervisors of the concerned department shall be prepared and the responsibility of the cable cut should be decided without involving RPF. The joint note deciding the fact whether the contractor should be penalized shall be completed in a day's time from the occurrence of cable cut.

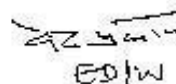
In all other cases, when the cable is cut by an agency that was not permitted to execute any work, FIR should be lodged with RPF.

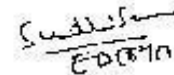

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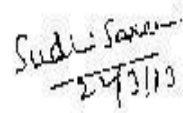
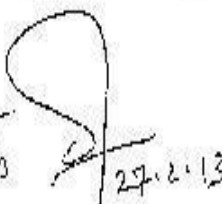
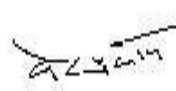

4 of 5

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17. While giving permission for taking up the works, concerned departments may note that earthwork by engineering contractors will normally be done by machines except in a few isolated locations where the quantity of earth work is very less.
18. Railways shall make necessary correction in their future contract so that this IPO can also be enforced contractually.
19. In case of damage to OFC, RailTel should be paid 5/6th of the penalty recovered. RailTel shall raise demands on the S&T department in this regard.
20. All types of signaling & OHE bonds i.e. rail bond, cross bond and structure bond shall be restored by the contractor with a view to keep the rail voltage low to ensure safety of personnel.
21. Above joint circular shall be applicable for construction as well as open line organisation of Engineering, S&T & Electrical.
22. S&T cable and electrical cable route plan should be prepared by the concerned S&T and Electrical officers respectively and got approved as stipulated in para C-12 before undertaking the work. The completion cable route plan should be finalized block section by block section as soon as the work is completed.
23. All cable laying works shall be executed as per laid down technical specifications, such as protection measures/protective cover, compaction of refilled material etc.

				
(Rajeev Sharma)	(S K Saxena)	(Shobhan Chaudhuri)	(V P Dedeja)	(Surinder Pal)
Exec. Dir.	Exec. Dir.	Exec. Dir.	Exec. Dir.	Exec. Dir.
Signal Devel.	Elect. Enery (M)	Telecom (Dev)	Works	Civil Engg.(P)

1. GST on penalty will be levied as applicable.

2. NON-COMPLIANCE WITH THE INSTRUCTION/DIRECTIVES OF THE

ENGINEER'S REPRESENTATIVE: -

- A. The contractor shall always comply with the instruction/directives issued by the Engineer 'Representative from time to time . In the event of non-compliance with such instructions/directives , apart from and in addition to other remedies available to the DFCCIL /Railway as specified herein above the Engineer's representative may employ at the work site required workers with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the site and unhampered movement of Railway/DFCCIL traffic. The decision of Engineer 's representative in regard to the need, appropriateness and adequacy of the deployment of the required workers with necessary equipment shall be final, conclusive and binding on the contractor. The number of workers and other resources so deployed by the DFCCIL/Railway shall be intimated in writing by the Engineer's representative to the contractor soon after such deployment.
- B. When the required staff workers with necessary equipment are deployed in the above manner, recovery at the following rates shall be made from the contractor 's dues under this contract or any other contract. The recovery of total numbers of man hours so deployed at the work site for the above purpose shall be made at the rate of Rs. 80/- (Rs. Eighty) only per hour. The aggregate period of the man hours for purpose of above recoveries shall be reckoned from the time DFCCIL/Railway staff workers actually deployed at the work site till the work is completed to the satisfaction of the Engineer's representative whose decision in this regard shall be final, conclusive and binding on the contractor. Recoveries for the deployment of the tools, plant and equipment shall be made at the rate twice the hire charges as per extant rules.

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

- A. If the contractor persistently does not comply with instruction /directives of the engineer's representative, apart from and in addition to the remedies available to the DFCCIL /Railway as specified herein above without prejudice to the DFCCIL /Railway's right in this regard ,the Engineer's representative which for the purpose of this clause shall include the inspector of Civil Engineering Department, appointed by the DFCCIL can suspend the contractor's work till the Engineer's representative is satisfied that the contractor has taken necessary steps and is in position to comply with the instructions issued by the Engineer 's representative.
- B. The decision of Engineer's representative in this regard shall be final, conclusive and binding on the contractor. The contractor shall not have any claim what-so-ever against the DFCCIL for such suspension of the work.
- C. During such period suspension of work, the contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt on the part of the contractor shall tantamount to tampering of the DFCCIL track, for which the contractor shall be liable for appropriate action under the relevant provision of Indian Railway Act OR any other act applicable/enforceable from time to time.

- a When material are being moved on track under para 1120 of IRPWM material

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

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

PART-B

TECHNICAL SPECIFICATIONS

Schedule -01

Detailed Scope of Work: -

The scope of work under this tender: - Manufacturing & installation of 3-to-4-meter Height of Mono Absorbent Acoustic/Noise Barrier at Location 165+750, 215+860 & 221+550.

“(Acoustic/Noise Barrier with Sound absorbing material confirming to valid EN certification for manufacturing the Noise Barriers as per the EN 1793 & EN 1794 and as per IRC guide lines of Noise Barrier Specifications. Acoustic/Sound Barrier should be ARAI Approved (The Automotive research Association of India). All structural members to be used in these acoustic/Sound Barrier is to be Galvanized as per proper IS standard. Water repellent sound absorbing Rockwool sandwiched between GP Shells is to be used).

1. SCOPE OF WORK: -

Manufacturing & installation of 3-to-4-meter Height of Mono Absorbent Acoustic/Noise Barrier at Location 165+750, 215+860 & 221+550.

The Service provider shall provide and install Acoustic/Noise Barrier with Sound absorbing material confirming to valid EN certification for manufacturing the Noise Barriers as per the EN 1793 & EN 1794 and as per IRC guide lines of Noise Barrier Specifications at location 165+750, 215+860 & 221+550 in DDU-UNDN section

- 2.** Guidelines for work- Work shall be executed per the EN 1793 & EN 1794 and as per IRC guide lines of Noise Barrier Specifications.
- 3.** A tentative drawing is mentioned in the technical specification. Contractor shall start the work only after approval from DFCCIL.

4. STEEL POST (FIXING STRUCTURE) (3M C/C):-

Universal H beams of size 152x152 welded to steel base plates with 2 no's additional stiffeners, both complying with IS 2062 standards, the vertical post shall be fixed from top of the foundation with 4 nos. of J Bolts of size M20/500 of grade 5.8 bolt at the distance of 3-meter c/c or as required. All steel structures shall be finished with one coat of Zinc rich primer, one coat of intermediate primer (30-40 micron each) & one coat of PU paint. Structure shall be designed and calculated as per IS 875 guidelines for wind and other load factors.

5. METLOCK™ 120 MONO ABSORPTIVE PANELS-

METLOCK 120 noise barrier screens analyzed on EN14388 (EN1793/1794) standards for both acoustic and mechanical behaviors, 80-100 microns polyester powder coated of approved RAL shade 120mm thick mono absorptive sound insulated panels with tongue and grooves shall be formed with special cold forming corrugation on GI sheets on both front and back for additional mechanical strengths having perforation covering around 32-35% area on face of the traffic. Panels are filled with water-repellent FR grade 100mm thick, 96kg/m³ density Rockwool absorber slabs. Panels shall have drainage

provisions to avoid water logging inside. Panel's size of 3000 x 500 mm shall be stacked vertically to achieve required height & shall be aligned. Panels shall be fitted within the H beams structure with EPDM fire retardant gaskets and cleats. Panels self-life 15-20 years.

6. The Centre -to - Centre distance of Vertical post should not be more than 3 (Three) meters. Thickness of Absorptive panels with mineral wool backed by metal sheet must be 120mm Brand – Matlock (Make- Green vent). Absorptive type panels should be of 500 mm width with colour as specified as per DFCCIL.
7. Manufacturing unit should have valid EN Certification for manufacturing the Noise Barriers as per the EN 1793 & 1794 for Noise Barrier and Valid ISO Certifications.
8. **ADDITIONAL TECHNICAL SPECIFICATIONS-II DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS FOR SCHEDULE "II"**

The work shall be carried out as per DSR-2021 item descriptions and specifications of CPWD DSR and latest instruction/guideline issued.

9. Quality Assurance Prograam (QAP) :-

- (i) The contractor shall have a valid Quality Assurance Plan for the work of construction and installation of noise barrier.

10. The contractor shall depute adequate number of USFD team along with machines based on the work load in consultation to PM/Dy.CPM of concerned section. The USFD machine should be maintained properly by getting it inspected periodically as prescribed by RDSO at the firm's cost, necessary certificate should be furnished to the DFCCIL. The equipment shall always be kept in good working condition. The correctness of machine working shall be to the satisfaction of the Engineer-in-charge.

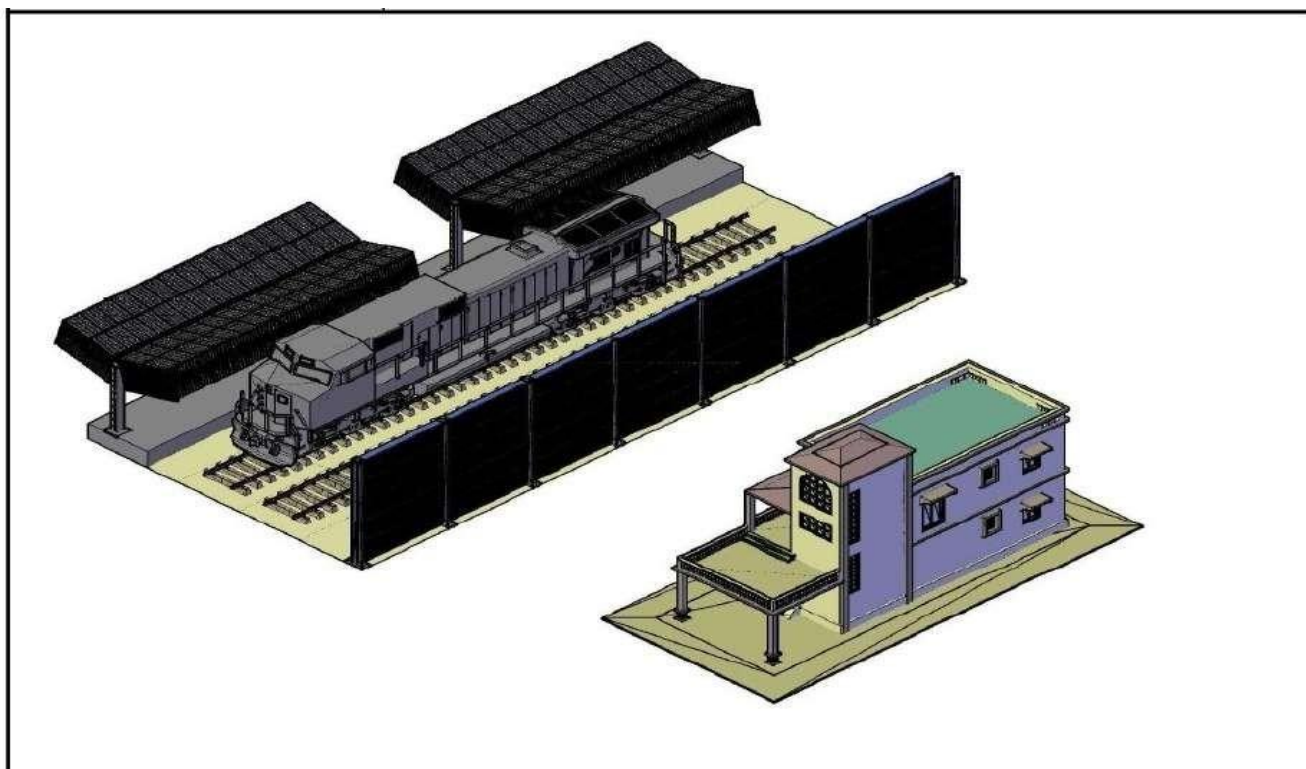
11. The equipment offered by contractor and RDSO approved standard equipment will be calibrated to the same level of sensitivity on simulated flaws in the rail as prescribed in the 'Manual for Ultrasonic Testing of Rail and Welds - Revised, 2022'. The equipment shall also be tested for coverage of the rail section (As per provisions of clause 5.2.1(b) & 5.2.2(b) of Indian Railway Standard Specification for Ultrasonic Testing of Rails/Welds, Revised-2020 (Document No. T53).

12. The calibration test pieces meant for sensitivity setting of testing equipment should be certified by M&C Dte. of RDSO before the same is taken to field for sensitivity setting purpose. The certificate of authenticity shall be issued to each calibration test piece and certificate number with RDSO stamp be engraved on the test piece.

13. Test check:

- (i) Test check shall be done by Engineer-in-charge of the work as per specification mentioned in the tender document.
- (ii) Test check of 100% by DFCCIL should be carried out

**SAMPLE
DRAWING**



System Description (Metlock Series)"

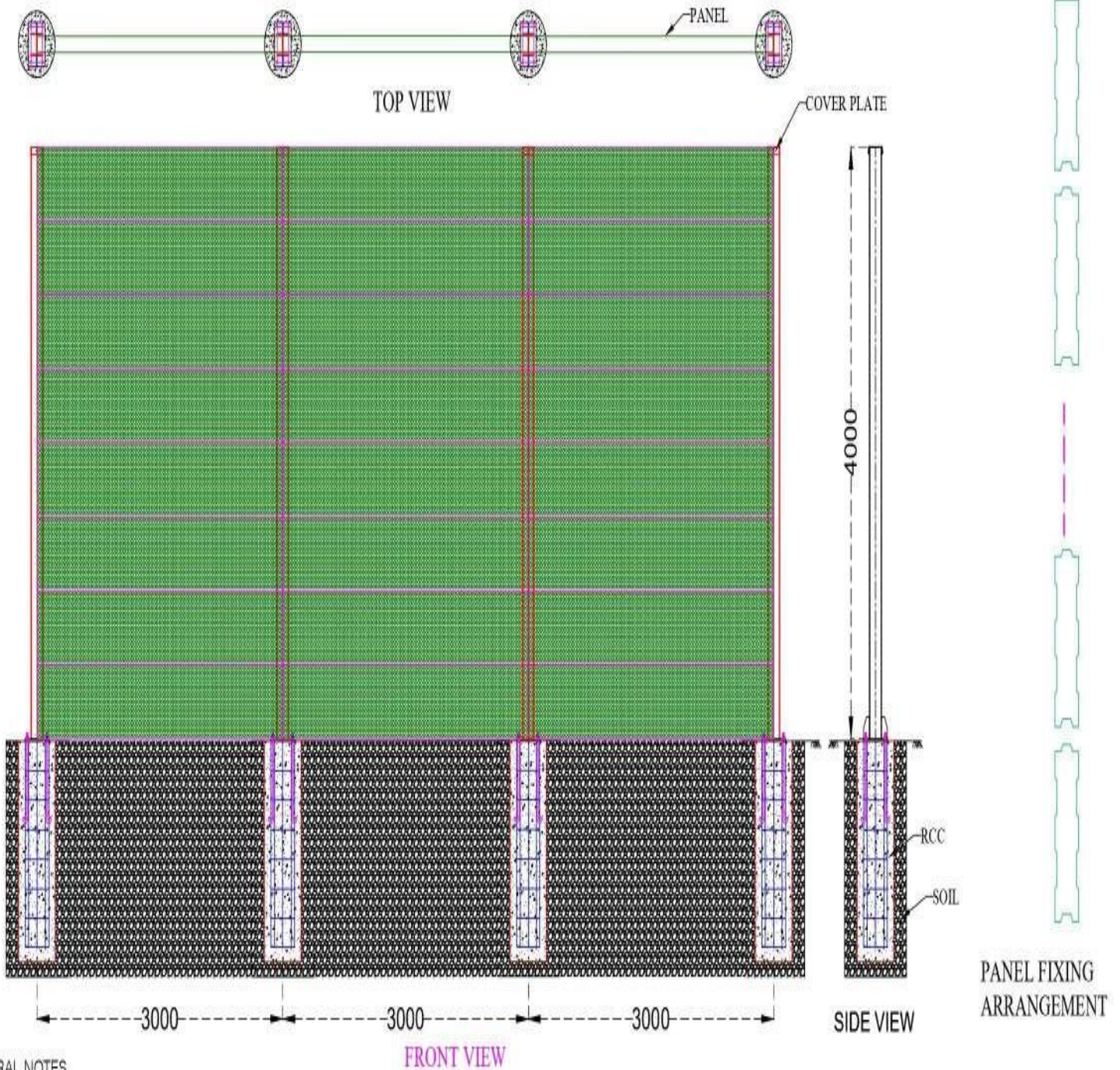
Metlock Noise barrier series developed by Greenvent is specially designed to reduce noise generated by traffic & other sources. These barriers are designed to replace traditions high weight system with better performances in all respect, system is completely modular, based on post and panel method and can be customized with different standards for specific requirements and are widely applicable to metros, road sides, highways, industrial premises, railways for both noise, vibrations and harshness control.

Metlock GI Noise Barrier Panels

Metlock noise barrier panels designed on the principal of mono absorption (i.e. absorption of the noise from the source side) total panels thickness shall be of 122 mm made from 1.2mm/1.0 mm thick GI sheet. Front side of panles have perforation of 5 mm dia holes covering around 40-45 % area of better absorption. Panels are filled with 100 mm thick/96 kg/m³ dense water repellent Rockwool absorber slabs confirming to IS 8183 and additional PET/glass veil water protection layer on perforated side. Front side of the panels have corrugation to achieve additional mechanical strength and acoustic ratings. Panels shall be PP powder coated as per approved shade provided by client. Panel size - 3000x500 mm allows multiple stacking of panels vertically to achieve required height, panels shall be fitted within the U /I Beam structure with the help of cleats, washers and nut bolts (all zinc passive) & EPDM Gasket. Noise Barriers are tested as per EN 1793-1/ISO -354/ASTM C 423 & EN 1793-2/ISO 10140-2/ASTM E 90. Sound transmission loss-34-38 db(A) shall be certified with independent authorized laboratories. NRC=0.8-1.0

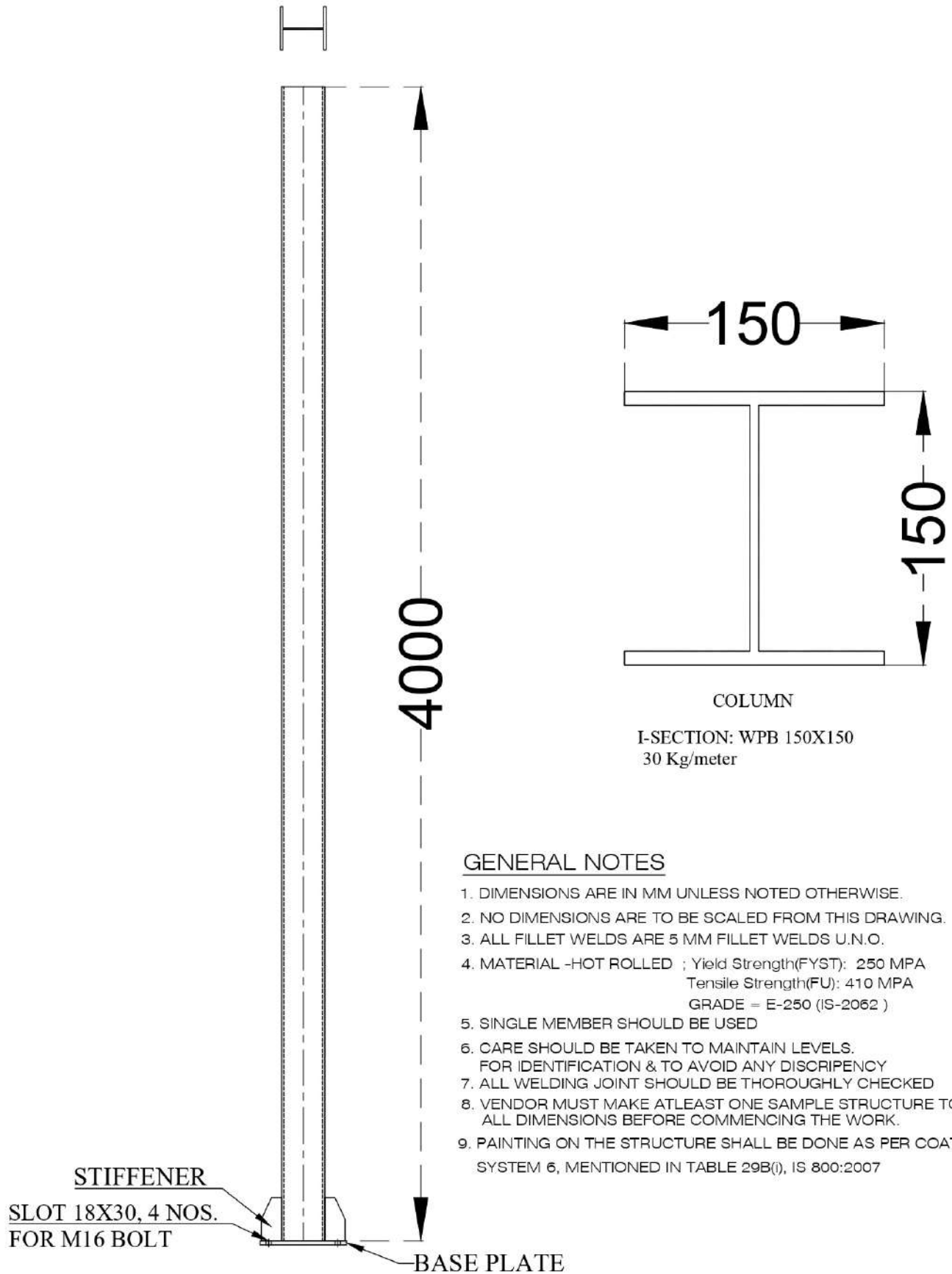
Calculation for the Design of Noise Barrier				
<div><p style="text-align: center;">DFC Track Centre Line</p><p style="text-align: center;">23 meter Primary School</p></div>				
1	Calculation for the distance decay of sound level			
	L1 is the sound level at distance d1 or sound level of source			
	L2 is the sound level at distance d2			
	Value of L1 =	93	dB(A)	Assumed
	Noise reduction coefficient (NRC)		0.8 -1.0	
	Sound Level at noise barred in the source side due to sound absorption	89	dB(A)	
	$L2 = L1 + 20 \cdot \log_{10} (d1/d2)$	dB(A)		
	L2=	68	dB(A)	
	L3 is the sound level at a distance E1			
	L3 =	55	dB(A)	
	L4 is the sound level at a distance E2			
	L4 =	55	dB(A)	
	Logarithmic addition of sound level :			
	$L = 10 \cdot \log_{10} [10^{(L2/10)} + 10^{(L3/10)} + 10^{(L4/10)}]$			
	Where L is combined sound level			
	L2,L3 & L4 are three different sound levels			
	L =	68	dB(A)	
2	Calculation for the length of Noise barrier			
	In case of boundary treatment			
	Length of Boundary parallel to Track	23	meter	
	Length of side boundaries	114	meter	
	Length of Nb (Lnb) =length of the boundary parallel to track+length of side boundaries as would be enough to obstruct E1 & E2			
	Lnb =	137	Meter	
	Length of Noise barrier		Range :[92,147.2] Meter	
	Since Lnb lies between Range of Noise Barrier, hence final length of Noise Barrier is 137 meter			
	Sound level Reduction	25	dB(A)	

Tender No. DDU-EN-Noise Barrier-2025



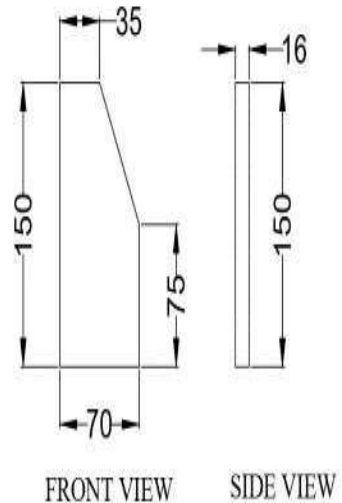
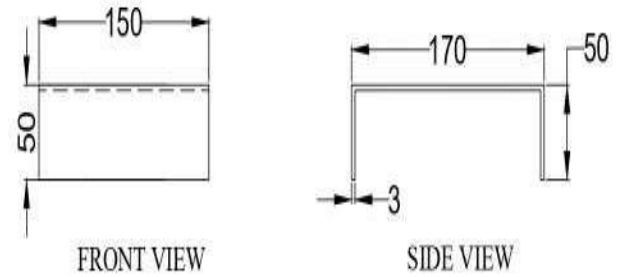
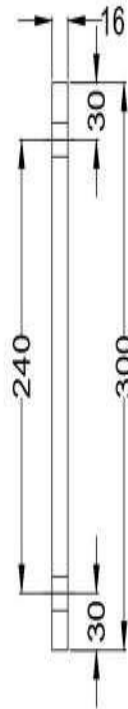
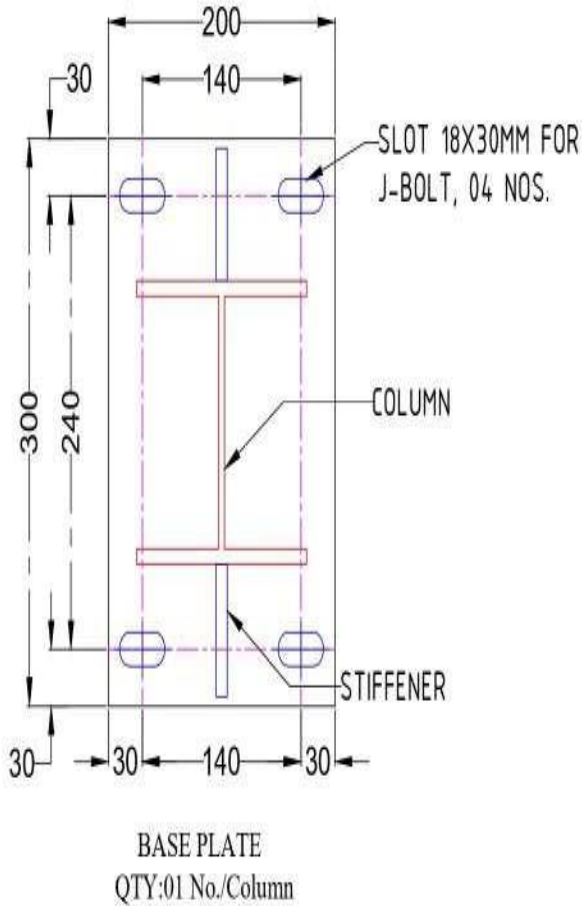
GENERAL NOTES

1. DIMENSIONS ARE IN MM UNLESS NOTED OTHERWISE.
2. NO DIMENSIONS ARE TO BE SCALED FROM THIS DRAWING.
3. ALL FILLET WELDS ARE 5 MM FILLET WELDS U.N.O.
4. MATERIAL - HOT ROLLED ; Yield Strength(F_{YT}): 250 MPa
Tensile Strength(F_U): 410 MPa
GRADE = E-250 (B) (IS-2062)
5. SINGLE MEMBER SHOULD BE USED
6. CARE SHOULD BE TAKEN TO MAINTAIN LEVELS
FOR IDENTIFICATION & TO AVOID ANY DISCREPANCY
7. ALL WELDING JOINT SHOULD BE THOROUGHLY CHECKED
8. VENDOR MUST MAKE ATLEAST ONE SAMPLE STRUCTURE TO VERIFY
ALL DIMENSIONS BEFORE COMMENCING THE WORK.
9. PAINTING ON THE STRUCTURE SHALL BE DONE AS PER COATING SYSTEM &
MENTIONED IN TABLE 295(i), IS 800:2007



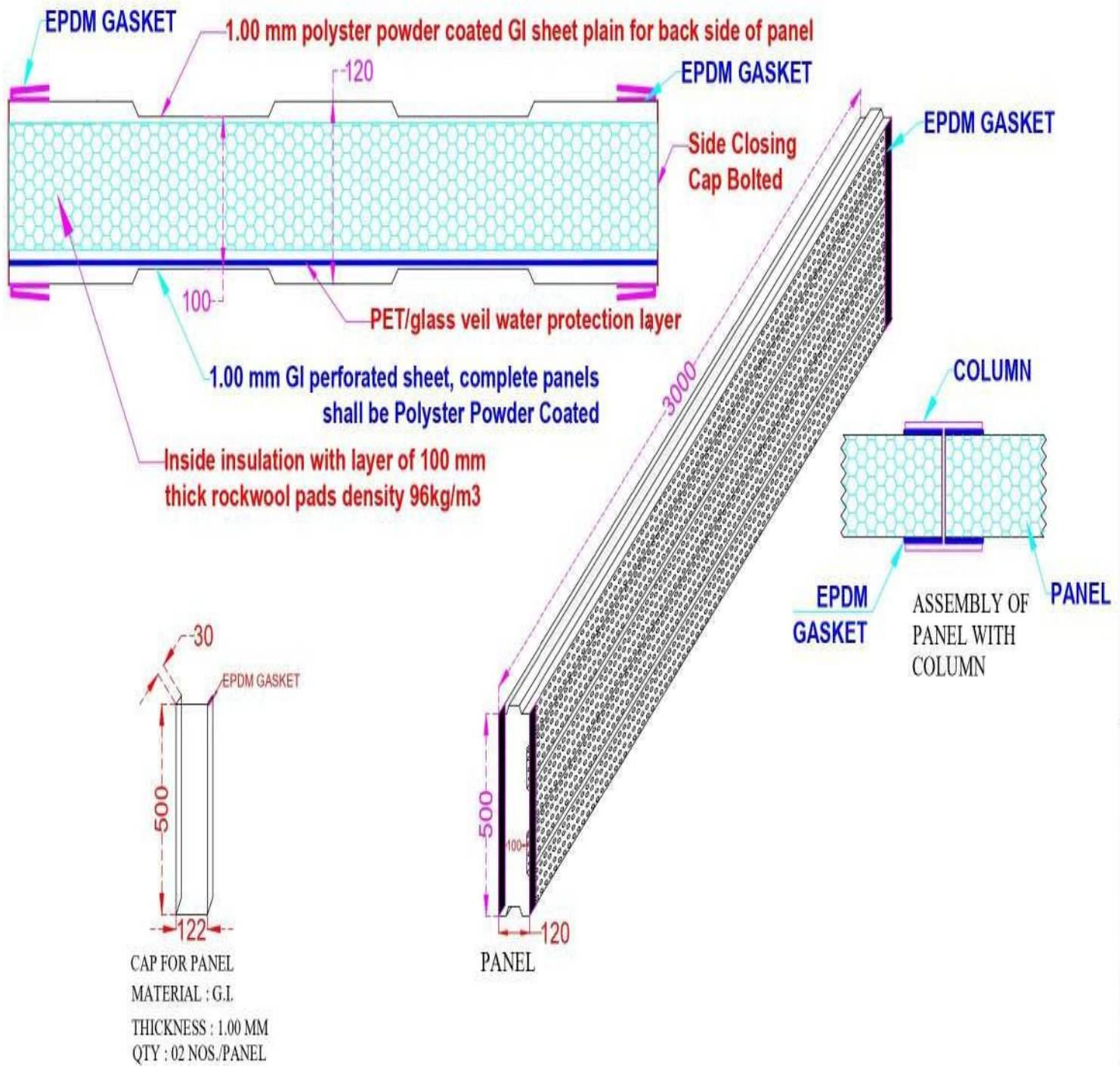
GENERAL NOTES

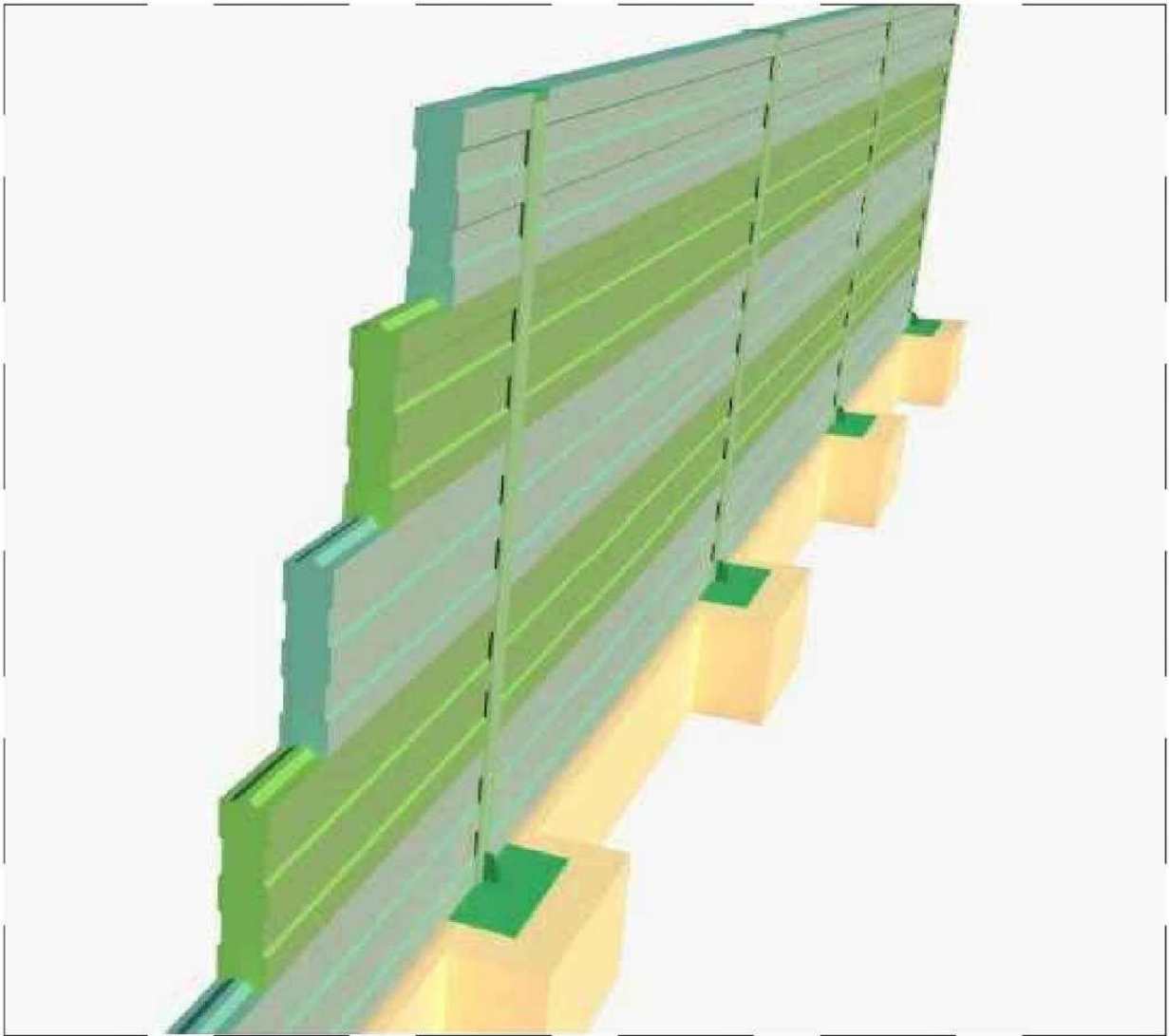
1. DIMENSIONS ARE IN MM UNLESS NOTED OTHERWISE.
2. NO DIMENSIONS ARE TO BE SCALED FROM THIS DRAWING.
3. ALL FILLET WELDS ARE 5 MM FILLET WELDS U.N.O.
4. MATERIAL -HOT ROLLED ; Yield Strength(FYST): 250 MPA
Tensile Strength(FU): 410 MPA
GRADE = E-250 (IS-2062)
5. SINGLE MEMBER SHOULD BE USED
6. CARE SHOULD BE TAKEN TO MAINTAIN LEVELS.
FOR IDENTIFICATION & TO AVOID ANY DISCRIPENCY
7. ALL WELDING JOINT SHOULD BE THOROUGHLY CHECKED
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ALL DIMENSIONS BEFORE COMMENCING THE WORK.
9. PAINTING ON THE STRUCTURE SHALL BE DONE AS PER COATING
SYSTEM 6, MENTIONED IN TABLE 29B(i), IS 800:2007



GENERAL NOTES

1. DIMENSIONS ARE IN MM UNLESS NOTED OTHERWISE.
2. NO DIMENSIONS ARE TO BE SCALED FROM THIS DRAWING.
3. ALL FILLET WELDS ARE 5 MM FILLET WELDS U.N.O.
4. MATERIAL -HOT ROLLED ; Yield Strength(FYST): 250 MPA
Tensile Strength(FU): 410 MPA
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6. CARE SHOULD BE TAKEN TO MAINTAIN LEVELS.
FOR IDENTIFICATION & TO AVOID ANY DISCREPENCY
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ALL DIMENSIONS BEFORE COMMENCING THE WORK.
9. PAINTING ON THE STRUCTURE SHALL BE DONE AS PER COATING
SYSTEM 6, MENTIONED IN TABLE 29B(i), IS 800:2007

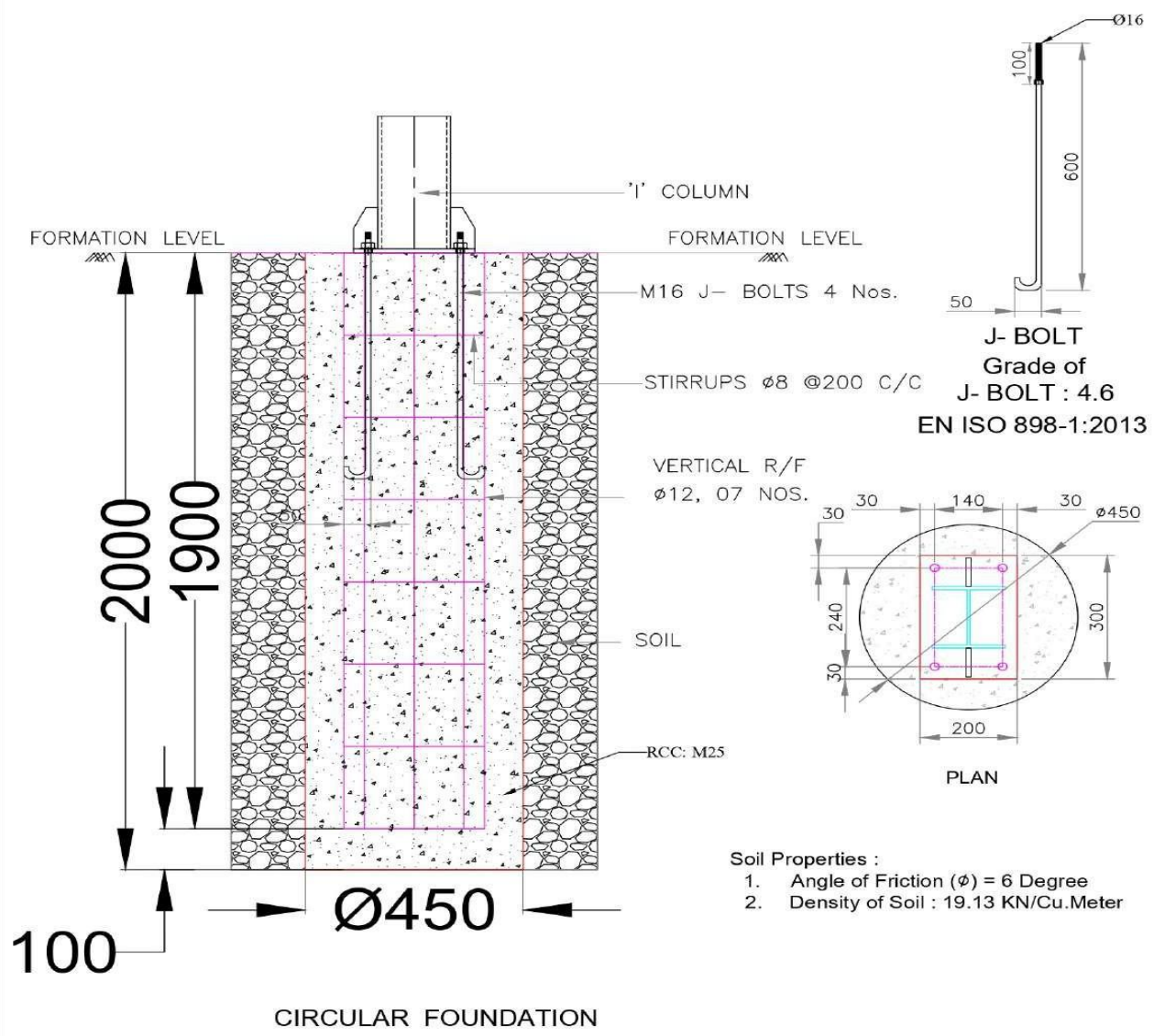




3D VIEW FOR THE ASSEMBLY
OF NOISE BARRIER PANEL

Note-
are

These



tentative drawings. Bidder first submit the detail drawings. Bidder shall start work only after approval of drawings from the DFCCIL

PART-VII

TENDER FORMS & ANNEXURES

Tender No. DDU-EN-Noise Barrier-2025

S No.	Forms & Annexure	Subject
1	FORM No.1	Tender Form
2	FORM No. 2	Standing Indemnity Bond
3	Form no.3	Pre Contract Integrity Pact
4	Form No. 4	Anti-Profiteering Declaration
5	ANNEXURE-I	Party Information
6	ANNEXURE-II	Format For Certificate
7	ANNEXURE -III	Details Of Works
8	ANNEXURE-IV(A)	Completion Certificate
9	ANNEXURE-IV-(B)	Completion Certificate (If The Work Is Awarded By Concessionaire)
10	ANNEXURE-IV-(C)	Completion Certificate (If The Work Is Awarded By Public Listed Company)
11	ANNEXURE-V	List of Awarded Works Under Execution and/or Work Awarded But Not Yet Started Till Date Of Opening Of Tender
12	ANNEXURE-VI	List of Plants & Machinery
13	ANNEXURE-VII	List of Personnel
14	ANNEXURE-VIII	Contractual Receipts
15	ANNEXURE-IX	Declaration
16	ANNEXURE-X	Memorandum of Understanding For Jv
17	Annexure-XI	To Be Submitted By Partnership Firm Participating As Member of JV
18	Annexure-XII	Special Power of Attorney
19	Annexure-XIII	Special Power of Attorney (For Partnership Firms Only)
20	Annexure-XIV	Special Power of Attorney For Sole Proprietor Firm Only
21	Annexure-XV	Special Power of Attorney (For Private/ Limited Companies Only)
22	ANNEXURE-XVI	Model Form of Bank Guarantee Bond For PG
23	ANNEXURE-XVII	Specimen Board's Resolution of A Private/Limited Company For entering Into JV With Other Entities
24	Annexure-XVIII	Special Power Of Attorney (For Partnership Firms Participating as a Member of JV Only)
25	ANNEXURE-XIX	Mandatory And Applicable For Tenders Valuing More Than Rs 20 Cr To Calculate Bid Capacity Of Tenderer.
26	Annexure -XX	SPECIAL POWER-OF-ATTORNEY (For LLP Firm incorporated under LLP Act)
27	Annexure -XXI	Partner's Resolution of LLP Firm incorporated under LLP Act for submitting Tender by LLP firm

Tender No. DDU-EN-Noise Barrier-2025

28	Annexure –XXII	SPECIAL POWER-OF-ATTORNEY (For Registered Society & Registered Trust)
29	Annexure-XXIII	regarding employed retired Railway/DFCCIL Engineer
30	Annexure-XXIV	Partner's Resolution of LLP Firm for entering into Joint Venture
31	Annexure-XXV	POWER-OF-ATTORNEY BY A LLP Firm (incorporated under LLP Act) for entering into JOINT VENTURE AGREEMENT.
32	ANNEXURE-XXVI	RESOLUTION OF EXECUTIVE COMMITTEE OF REGISTERED SOCIETY/TRUST
33	Annexure-XXVII	SPECIAL POWER OF ATTORNEY-To be submitted by Registered Society/Trust participating as member of JV
34	ANNEXURE- XXVIII	CONTRACT AGREEMENT
35	ANNEXURE-XXIX	For HUF (Hindu Undivided Family / for JV having HUF as member
36	Annexure XXX	SPECIAL POWER OF ATTORNEY (For HUF (Hindu Undivided Family)
37	Annexure XXXI	DECLARATION BY NEWLY FORMED PARTNERSHIP FIRM/ LLP Firm
38	Annexure XXXII	DECLARATION BY AN EXISTING PARTNERSHIP FIRM/ LLP FIRM
39	Annexure XXXIII	DECLARATION REGARDING CONSTITUTION OF EXISTING/ NEW COMPANY (Mandatory if tenderer is an Existing / New Company)
40	Annexure XXXIV	CONTRACT AGREEMENT OF SECONDARY COMPONENT OF THE WORKS

TENDER FORM**Tender No:****Name of Work:**

To

The President of India

Acting through the Chief General Manager/ DFCCIL/DDU

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for _____ DFCCIL, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the DFCCIL/ Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by DFCCIL in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the DFCCIL that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
- 4.(a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

Tender No. DDU-EN-Noise Barrier-2025

(1) _____

Signature of Tenderer(s)

(2) _____

Date _____

Address of the Tenderer(s)

SAMPLE

STANDING INDEMNITY BOND FOR "ON ACCOUNT" PAYMENTS

(On paper of requisite stamp value)

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

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

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

Dated this day____day of_____20

For and on behalf of

M/s_____(Contractor)

Signature of witness

Name of witness in Block

letter. Address.

PRE CONTRACT INTEGRITY PACT**General**

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

-----Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which
expression shall mean and include, unless the context otherwise requires, his successors
and permitted assigns) of the Second part.

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

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

NOW, THEREFOR,

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

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

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

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

follows: **Commitments of the CLIENT**

1.0The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly
with the Contract, will demand, take a promise for or accept, directly or through
intermediaries, any bribe, consideration, gift, reward, favour or any material or

immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the Contract, in exchange for an advantage in the bidding process, bid evaluation ,contracting or implementation process related to the Contract.

- 1.1 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.2 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the Contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the Contract would not be stalled.

Commitments of BIDDERS

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

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

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

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

4. Previous Transaction

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country

in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDERS from the tender process.

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

5. Earnest Money (Security Deposit)

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

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

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

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

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

6. Sanctions for Violations

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

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

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

(iii) To immediately cancel the Contract, if already signed, without giving any

compensation to the [A].

- (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a BIDDER from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to BIDDER from the CLIENT in connection with any other Contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
 - (viii) To recover all sums paid in violation of this pact by BIDDER to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable letters of credit have been received in respect of any Contract signed by the client with the BIDDER, The contract 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.
- 7.1 The client will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.2 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the [A]. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.
7. Fall Clause
- 7.2 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or subsystems were supplied by BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the CLIENT, if the Contract has already been concluded.

8. Independent Monitors

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT
- [A] The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDOER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the with confidentiality.
- 8.6 The client will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.7 The monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposal for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall 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 up to 5 years or the complete execution of the Contract to the satisfaction of both the CLIENT and the BIDDER including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the Contract.
- 12.2 Should one or several provisions of this pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

CLIENT

Name of the Officer

Designation

Deptt./ Ministry/PSU

BIDDER

Witness

1._____

2._____

Witness

1. _____

2._____

ANTI-PROFITEERING DECLARATION
TO WHOMSOEVER IT MAY CONCERN

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

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

Tender No. DDU-EN-Noise Barrier-2025

supplied to M/s Dedicated Freight Corridor Corporation of India Limited, then Company will pass that benefit to M/s Dedicated Freight Corridor Corporation of India Limited also.

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

Signature of the Authorized signatory/ person

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

Name of the Organization and Seal

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

Tender No. DDU-EN-Noise Barrier-2025**ANNEXURE-I**

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

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

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

Note:- 1. Please enclosed-

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

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

Date:
Signature of Tenderer/s **With Seal**

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

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

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

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

Tender No. DDU-EN-Noise Barrier-2025

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

**** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer. *This affidavit is to be given by each member of JV***

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

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

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

Date:

**Signature of Tenderer/s
With Seal**

Note:-

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

Tender No. DDU-EN-Noise Barrier-2025

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

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

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

COMPLETION CERTIFICATE

Name of Organization

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

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

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

Tender No. DDU-EN-Noise Barrier-2025

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

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

(Signature)

Date-

Name and Designation of officer

Mobile No. of officer

Seal

of officer

Note:-

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-II).
- (ii) Copy of certificate duly self-attested shall be submitted along with tender document.
- (iii) Payment made as indicated in above certificate (At Sr. No. 11/ Sr. No. 12) will be considered as value of completed work for the purpose of eligibility under special technical criteria.
- (iv) Above format is for guidance only. Any certificate containing information asked for shall be considered.
- (v) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).
- (vi) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).
- (vii) Only those works will be treated as composite works which consist of more than one distinct component of work such as Civil Engg. Works, S&T work, Electrical

Tender No. DDU-EN-Noise Barrier-2025

work, OHE work etc. and there is separate schedule for each such distinct component in the tender documents.

- (viii) No technical and financial credentials are required for tenders having value upto Rs. 50 lakhs.
- (vii) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.
- (viii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.
- (ix) If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.
- (x) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- (xi) For col 7 & 12 -The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work/ component.
- (xii) In case, the Secondary Component(s) has/ have been defined in clause 15.5 above, the Attested copy of Completion Certificate of works executed by tenderer himself / the subcontractor (fully by any one or jointly i.e. partly by tenderer and remaining through subcontractor) during last five years, shall also be submitted in above performa.

Tender No. DDU-EN-Noise Barrier-2025

ANNEXURE-IV-(B)

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

COMPLETION CERTIFICATE
(If the work is awarded by
Concessionaire)

Name of Concessionaire

Address and Contract details i.e.

Phone No.FAX, e-mail.

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

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

Tender No. DDU-EN-Noise Barrier-2025

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

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

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

Note:-

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-II).
- (ii) Copy of certificate duly self-attested shall be submitted along with tender document.
- (iii) Payment made as indicated in above certificate (At Sr. No. 9/ Sr. No. 10) will be considered as value of completed work for the purpose of eligibility under special technical criteria.
- (iv) Above format is for guidance only. Any certificate containing information asked for shall be considered

Tender No. DDU-EN-Noise Barrier-2025

- (v) A self-attested copy of LOA and concessionaire agreement executed between concessionaire & Authority at Sr. No 1 above shall be submitted along with this completion certificate.
- (vi) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).
- (vii) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).
- (viii) Only those works will be treated as composite works which consist of more than one distinct component such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender documents
- (ix) No technical and financial credentials are required for tenders having value uptoRs. 50 lakhs
- (x) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.
- (xi) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.
- (xii) If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.
- (xiii) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- (xiv) For col 7 & 12 -The value of final bill including PVC amount-if paid, or otherwise, In case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work/component.
- (xv) In case, the Secondary Component(s) has/ have been defined in clause 15.5 above, the Attested copy of Completion Certificate of works executed by tenderer himself / the subcontractor (fully by any one or jointly i.e. partly by tenderer and remaining through subcontractor) during last five years, shall also be submitted in above performa.

ANNEXURE-IV-(C)

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

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

Name of the public listed company

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

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

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

Tender No. DDU-EN-Noise Barrier-2025

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

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

Date

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

Note:-

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

Tender No. DDU-EN-Noise Barrier-2025

- (1) Details of Average Annual turnover of the public listed company in last three financial years excluding current financial year (should be 500 Cr and above) issued by Chartered Accountant. These details need to be submitted as per the proforma of Annexure VIII.
 - (2) The copy of the documents regarding listing in the National stock exchange or Bombay stock exchange with details of status of listing as on date of opening of tender, duly self-attested.
 - (3) The copy of the document of incorporation/ registration of the Public listed company (should be at least 5 years prior to date of opening of tender), duly self-attested.
 - (4) The copy of document regarding Person Authorized by the Public listed Company to issue such certificate, duly self-attested.
 - (5) The relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant. TDS certificates for all payments received a copy of final/last bill paid by the public listed company in support of above work experience certificate duly self-attested.
-
- (i) The certificate shall not be taken into consideration if any of the above conditions, prerequisites is not fulfilled or required supporting mandatory documents are found deficient. Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-II).
 - (ii) Above format is for guidance only. Any certificate containing required information asked for shall be considered
 - (iii) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).
 - (iv) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).
 - (v) Only those works will be treated as composite works which consist of more than one distinct component such as Civil Engg, Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender document
 - (vi) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.
 - (vii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for **fulfilment** of credentials.
 - (viii) If a part or a component of work is completed but the overall scope of contract is not **completed**, this work shall not be considered for fulfilment of technical

Tender No. DDU-EN-Noise Barrier-2025

credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.

- (ix) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- (x) For col 7 & 12 -The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work/component.
- (xi) In case, the Secondary Component(s) has/ have been defined in clause 15.5 above, the Attested copy of Completion Certificate of works executed by tenderer himself / the subcontractor (fully by any one or jointly i.e. partly by tenderer and remaining through subcontractor) during last five years, shall also be submitted in above performa.

ANNEXURE-V

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

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

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

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

Date
Chartered Accountant

Signature of

Signature of

Tenderer/s with seal

NOTE :-

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

Tender No. DDU-EN-Noise Barrier-2025

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

ANNEXURE-VI

(Para 16.1 (h) of General Instructions)

Clause No.11(iii) Annex.I of Part-I of GCC APRIL-2022, with up-to-date correction slip.**LIST OF PLANTS & MACHINERY AVAILABLE ON HAND AND PROPOSED TO BE INDUCTED (OWN AND HIRED TO BE GIVEN SEPARATELY) FOR SUBJECT WORK.**

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

Note:

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

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

Tender No. DDU-EN-Noise Barrier-2025

ANNEXURE-VII

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

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

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

Signature of Tenderer/s

Dated: -----

ANNEXURE-VIII

Tender No. DDU-EN-Noise Barrier-2025

(Para 16.1 (k) of General Instructions)

**Clause No.10.2 and 11(ii) Annex.I of Part-I of GCC APRIL-2022, with up-to-date correction slip
(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)**

To,
CGM
DFCCIL, DDU.

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

.....

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

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

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

Yours sincerely,

**Date: ...
Signatory)**

(Name & Sign. Of Authorized

Seal of firm

Registration No:-

Email:-

Phone:

-

FAX:-

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

ANNEXURE-IX

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

CERTIFICATE

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

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

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

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

(Indicate Name – Proprietary firm) at

Deponent

Signature and Seal

VERIFICATION

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

Deponent

Signature and Seal

Place:-

Date:-

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

ANNEXURE-X

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

MEMORANDUM OF UNDERSTANDING FOR JV

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

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

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

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

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

1. That we M/s..... (JV firm) on behalf of all members of this joint venture agreement agreed that M/s will be "Lead Partner" of this Joint Venture.
 2. That under this MOU, the work will be done jointly by M/s The first party and M/s the second and so onin the name and style of (Name) (Joint venture firm).
 3. That we JV firm M/s on behalf of all the members of JV firm shall be legally liable, severally and jointly responsible/ liable for the satisfactory/ successful execution/ completion of the works including maintenance period in all respects and in accordance with terms and conditions of the contract.
-
1. That we M/s JV firm..... On behalf of all the members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (DFCCIL) for execution of the project in accordance with General

Tender No. DDU-EN-Noise Barrier-2025

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

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

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

Tender No. DDU-EN-Noise Barrier-2025

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

1. **First party (authorized signatory)**
2. **Second party (authorized signatory)**
3. **Third party (if any) (authorized signatory)**

With Seal of parties

Witnesses with name & full address:-

1.....

2.....

Date.....

Place.....

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

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

“LETTER OF CONSENT”

(To be submitted by Partnership Firm participating as member of JV)

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

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

This letter of consent is made at on

Name & Signature of Partner/s

(Signature of Sh.....)

DATE.....

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

Seal of the Firm

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

Annexure-XII

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

SPECIAL POWER OF ATTORNEY

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

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

at in connection with the following tender invited by DFCCIL:-

“T.No.....Name of the work..... ””
.....

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

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

For M/s.....

(Sign. of Shri.....)

(Sign& Seal)

Place... ..

Date:.....

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

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

(Para 16.2.3 (b) of General Instructions)& clause No. 14 (a)(ii), 15 Annex I Part-I of
GCC

APRIL-2022, with up-to-date correction slip

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

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

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

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

(Signature of Sri.....)

Executants Partner
(Name & signature)

Tender No. DDU-EN-Noise Barrier-2025

DATE

1.....

2.....

3.....

4.....

Place :-

Seal of Firm

Seal of Firm

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

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

Annexure-XIV

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

SPECIAL POWER OF ATTORNEY

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

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

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

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

(Signature with name of Power attorney Holder)

(Name & signature of sole proprietor)

Dated

Place

(Seal of Firm)

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

(Not required if tender is uploaded by Proprietor himself)

Annexure-XV

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

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

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

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

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

(Signature of Shri.....)
Authorized signatory of the firm

Dated.....

Place

Seal of Firm

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

ANNEXURE-XVI

MODEL FORM OF BANK GUARANTEE BOND FOR PG

To
CPM
DFCCIL, DDU

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

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

1. We..... (Indicate the name of bank) i.e. (name, address and branch code) further agreed with the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance/of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (office/Department) Ministry of ----- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim

Tender No. DDU-EN-Noise Barrier-2025

under this guarantee is made on in writing on or before the ----- we shall be discharged from all liability under this guarantee thereafter.

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

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

For _____(indicate the name of bank)
i.e. (Name, address and branch
code)

ANNEXURE-XVII

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

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

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

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

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

Note:-

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

Annexure-XVIII

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

SPECIAL POWER OF ATTORNEY

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

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

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

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

(Signature of Sri.....)

Executants Partner
(Name & signature)

DATE

1.....
2.....

Place

3.....

4.....

Seal of Firm

Seal of Firm

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

ANNEXURE-XIX

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

(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)

(Mandatory and applicable for tenders valuing more than Rs 20

Cr to calculate Bid Capacity of tenderer- For value of A)

To

CPM

DFCCIL, DDU

Sub: -Construction works executed and payment received

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

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

Yours sincerely,

Date: ...
Signatory)

(Name & Sign. Of Authorized

Seal of firm

Registration No:-

E-Mail:-

Note :

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

Annexure -XX

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

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

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

AND WHEREAS by its resolution No..... passed in the meeting held
on..... of the Partners of the LLP (LLP name) have
decided to participate in the tender No.
invited by DFCCIL for the work
namely“.....”

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

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

Tender No. DDU-EN-Noise Barrier-2025

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

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

IN

WITNESS

WHEREOF this deed has been signed and sealed by WITNESSES:

Signature Name: representative & Seal of Address:of LLP: representative Name of (Executants): Designation: Signature Name: Address:	Signatures of authorized authorized
--	--

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

(1) Name Signature.....

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

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

(Seal and signature of Notary Public)

Tender No. DDU-EN-Noise Barrier-2025

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

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

Annexure -XXI

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

**Partner's Resolution of LLP Firm incorporated under LLP Act for
submitting Tender by**

**LLP firm (To be printed on Firm's letter
head)**

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE
PARTNERS OF _____ (LLP Name) having
LLPIN _____ of 20..... (Hereinafter referred to as LLP) HELD ON
(Date) _____ AT (Address) _____
Whereas the Board has been described about NIT
No. _____ issued by DFCCIL for the work
name“ _____

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

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

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

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

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: _____

Designation: _____

Place:

Dated:

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

(Seal and signature of Notary Public)

Tender No. DDU-EN-Noise Barrier-2025

Note:-

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

Annexure -XXII

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

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

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S

.....

..... (Name of **Registered Society / Registered Trust**) is a **Registered Society / Registered Trust** registered under the Act (Name of the act vide which registered), and having its registered office at..... (hereinafter called the '**R e g i s t e r e d S o c i e t y / Registered Trust**'). AND WHEREAS by its resolution No..... passed in the meeting held on..... of the Executive Member of the **Registered Society / R e g i s t e r e d T r u s t** the **Registered Society / Registered Trust** (**Registered Society / Registered Trust** name) have decided to participate in the tender No.____ invited by DFCCIL for the work namely
“ _____ ”

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

Tender No. DDU-EN-Noise Barrier-2025

Registered Society / Registered Trust) in respect of the aforesaid tender Invited by DFCCIL :

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

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

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

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

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

WITNESSES:

Signature Name:

Address:

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

**Name of authorized (Executants):
Designation:**

Tender No. DDU-EN-Noise Barrier-2025

Signature

Name:

Address:

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

(1) Name Signature.....

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

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

(Seal and

signature of Notary Public)

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

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

Tender No. DDU-EN-Noise Barrier-2025

Annexure-XXIII

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

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

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

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

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

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

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

Tender No. DDU-EN-Noise Barrier-2025

Note:-

- (1) Details as per the above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such retired Gazetted Railway/DFCCIL Officer/ Engineer, Nil to be furnished in the format.
- (2) In case details are not submitted in terms of Para 11(a) by the tenderer, their offer shall be summarily rejected.
- (3) Also submit the document of permission from the President of India or any officer, duly authorized by him in this behalf, in case (i) where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender (ii) where such Engineer or officer is a partner or director as the case, in partnership firm or an incorporated company,.

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

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

Note :-

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

Signature of the
tenderer.....

Name.....

Tender No. DDU-EN-Noise Barrier-2025

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

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

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

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

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

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

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

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person:

_____ Designation:

Place:

Dated:

Executed and Signed before me on
this.....day of At

.....(place).

(Seal and signature of Notary Public)

Annexure : XXV

Clause No. 16.2.5(d) of General Instructions

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

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS M/S

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

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

.....(designation).....(address).....
& Mr./ Ms. Mr./ Ms.
.....(designation).....(address).....

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

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

Tender No. DDU-EN-Noise Barrier-2025

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

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

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

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

IN WITNESS WHEREOF this deed has been signed and sealed by

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

WITNESSES:

Signature

Name:

Address:

Signatures of authorized representative & Seal
of LLP:

Name of authorized representative:

Designation:

Signature

Name:

Address:

Specimen Signatures of Attorney Holder in token of acceptance:

(1)NameSignature.....

(2)NameSignature.....

Tender No. DDU-EN-Noise Barrier-2025

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

signature of Notary Public) (Seal and

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

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

ANNEXURE-XXVI

(Para 16.2.7.6 (c) of General Instructions)

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

FOR ENTERING INTO JV WITH OTHER ENTITIES

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

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

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

Name and Signed by authorized

Executants/s of Registered Society/Trust

Note:-

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

Annexure-XXVII

(Para 16.2.7.6 (c) of General Instructions)

SPECIAL POWER OF ATTORNEY

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

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

“T.No.....Name of
work.....
.....”

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

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

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

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

(Sign& Seal)

Place...

Date:-.....

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is

Tender No. DDU-EN-Noise Barrier-2025

being executed. The Power of Attorney shall duly registered with registrar or notarized.

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

ANNEXURE- XXVIII

SAMPLE

AGREEMENT

CONTRACT AGREEMENT

THIS AGREEMENT ("Agreement") is made at New Delhi on the day of

BETWEEN

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

and

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

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

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

Tender No. DDU-EN-Noise Barrier-2025

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 the

on behalf of the Employer in the

presence of:

presence of:

Witness

Witness

Name

Name

Address

Address

Enclosures:-

1. Annexure 'A' -Tender Papers

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

Dated

Along with Summary of Prices

ANNEXURE-XXIX

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

CERTIFICATE

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

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

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

Deponent

Signature and Seal

VERIFICATION

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

Deponent

Signature and Seal

Place:-

Date:-

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

Annexure XXX

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

SPECIAL POWER OF ATTORNEY

(For HUF (Hindu Undivided Family))

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

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

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

Tender No. DDU-EN-Noise Barrier-2025

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

DATE

1.....

2.....

Place

3.....

4.....

Seal of Firm

Seal of Firm

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

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

Annexure XXXI

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

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

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

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

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

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

That, following relevant documents are Annexed with bid –

1. Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I
2. A copy of previous partnership Firm (Notarized or duly registered with the Registrar)
- (3) Affidavit as per proforma given of Annexure –IX for previous Propriety firm (duly executed on stamp paper and notarized).

3. Copy of previous LLP agreement and certificate of incorporation.
4. Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm)
5. Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, LLP firm or propriety firm)
6. Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para 16.1 (c), (d), (f),(g), (k) above.

Declaration by the Tenderer:-

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

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

Notes-

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

Tender No. DDU-EN-Noise Barrier-2025

5. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

Annexure XXXII

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

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

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

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

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

OR

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

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

AND / OR

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

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

Tender No. DDU-EN-Noise Barrier-2025

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

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

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

Declaration by the Tenderer :-

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

Name and Signature

of Tenderer

Alongwith seal.

1. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm,

the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

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

Annexure XXXIII

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

DECLARATION REGARDING CONSTITUTION OF EXISTING/ NEW COMPANY

(Mandatory if tenderer is an Existing / New Company)

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

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

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

OR

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

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

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

- 1 Details of company getting merged as per annexure I
- 2 Copy of Memorandum of Association/ Articles of Association of the Company getting merged
- 3 Copy of certificate of incorporation of previous company getting Merged.
- 4 Resolution by the Board of Directors for the Merger of the company(s) with the tenderer
- 5 Proof of surrender of previous PAN no

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

Declaration by the Tenderer :-

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

**Name and Signature of Tenderer
Along with seal.**

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

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

DFCCIL

**CONTRACT AGREEMENT OF SECONDARY COMPONENT OF THE
WORKS**

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

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

First part, second part collectively hereinafter called the ‘Parties’.

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

NOW THIS INDENTURE WITNESSETH that in consideration to payments to be made
by the DFCCIL, the Contractor will duly perform the said works in the said schedule set
forth and shall execute the same with great promptness, care and accuracy in a workman
like manner to the satisfaction of the DFCCIL and will complete the same in accordance
with the said specifications and said drawings and said conditions of contracts on or before
the ----- day of -----20--- and will maintain the said work for a period of ----
----- calendar months from the certified date of their completion and will observe, fulfill
and keep all the conditions there is mentioned (which shall be deemed and taken to be part

of this contract as if the same have been fully set forth herein) AND the DFCCIL both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the DFCCIL will pay or cause to be paid to the contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

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

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

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

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

For and on behalf of the Contractor

Name of Authorized Signatory

Witness of the Signature

1.

2.

Address :-----

Signature of Sub Contractor

Name of Authorized Signatory

Witnesses of the Signature

1.....

2.....

Address:.....

(Seal and signature of Notary Public)

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

END OF DOCUMENT