



डेडीकेटेड फ्रेट कोरीडोर

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

**Under
MINISTRY OF RAILWAYS**

Tender No.: DFCCIL/NOIDA UNIT/Electrical/Line/2021/02

Name of Work: Supply, Erection, Testing and Commissioning of 33 kV D/C Underground Electric Line from UPPTCL 400 KV Sub-station, Sec-148, Noida to DFCCIL Integrated Office Cum Residential Complex at Sec-145, Noida.

**E-TENDER DOCUMENT
TECHNICAL BID
(PACKET – A)
FEBRUARY– 2021**

**Chief General Manager/DFCCIL
D-89, 1st Floor, Sector 2, Noida**

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PART-I

CHAPTER-I

**CHECK LIST OF DOCUMENTS
TO BE UPLOADED
IN E-TENDER**

PART-I, CHAPTER-I

CHECK LIST

Check List of items/documents pertaining to Bid to be uploaded by the bidder in E-Tender portal on or before the last Date & Time of Bid Submission	
Item No.	Items
Technical Bid (Packet-A)	
1	EMD to be submitted in the form of “Bid Security Declaration” as per Form no - 27, Part-III, Chapter II, Tender Forms
2	Cost of Bid Document of Rs.11,800/- (<i>Rupees Eleven Thousand & Eight Hundred Only</i>) (Non-Refundable) to be paid online through payment gateway provided at www.ireps.gov.in in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi on or before schedule date & time of submission of bid.
3	Offer Letter on the Letter Head of the Applicant/Bidder that they agree and abide by the bid documents and amendments thereof (<i>if any</i>) and would execute the work accordingly. (Form No. 1A)
4	Format for Certificate to be Submitted / Uploaded by Tenderer Alongwith the Tender Documents (Form No. 1B)
5	Power of Attorney of the person authorized for signing/submitting the Tender (Form No. 22).
6	Submission of Tenderer's Credentials in accordance with Technical Eligibility Criteria defined in Para-1.3.11.1 (Preamble & General Instructions to Tenderer) of Part-I, Chapter-III of Tender Document in prescribed forms. (Form No.2A)
7	Submission of Tenderer's Credentials in accordance with Financial Eligibility Criteria defined in Para-1.3.11.2 (Preamble & General Instructions to Tenderer) of Part-I, Chapter-III of Tender Document in prescribed forms. (Form No.2B)
8	Applicant's Party Information Form (Form No.2C). Documentary Evidence in support of their formation as Proprietary Firm/ Partnership Firm/ Company/ LLP /Registered Society/ Registered Trust/ HUF as per the requirement defined in Para 1.3.14 of Part-I, Chapter-III (Preamble and General Instructions to Tenderers) of Tender Document.

9	Valid “A” Class Approved Electrical Contractor License issued by State Govt. in the name of the firm in terms of clause 1.3.11.1 (a) (Preamble & General Instructions to Tenderer) of Part-I, Chapter-III of Tender Document.
10	Valid GST Registration, EPF Registration and PAN No.
11	Integrity Pact duly signed by the bidder (<i>Form No.19</i>).
12	No Deviation Certificate (<i>Form No. 23</i>).
13	The entire Tender document should first be downloaded & then, upload the same through digital signature by the Authorized signatory of the bidder.
14	All pages of all the Corrigendum/Addendum/Clarification (<i>if any</i>) should first be downloaded then, upload the same through digital signature by the Authorized signatory of the bidder.
Financial Bid (<i>Packet-B</i>)	
15	Financial Bid to be filled and submitted on <u>www.ireps.gov.in</u> by following the steps available on the website.

Note: All the uploaded documents should be in readable, printable & legible form.

IMPORTANT NOTES:

- i. **Document mentioned at S.No. 1 to 12** above of the Check list [*Technical Bid (Packet-A)*] should be scanned and uploaded as attachment at website (www.ireps.gov.in). The detailed instructions of E-tendering can be read through website www.ireps.gov.in.
- ii. Similarly, the **document mentioned at S.No. 13 & 14** of the Check list [*Technical Bid (Packet-A)*] should first be downloaded from E-Tender Portal (*in PDF Format*) and thereafter upload them to E-Tender Portal, through digital signature.
- iii. **For Document No. 15** of the Check list [*Financial Bid (Packet-B)*], Financial Bid to be filled and submitted on www.ireps.gov.in by following the steps available on the website.

PART-I

CHAPTER-II

NOTICE INVITING E-TENDER

PART – I

Chapter II

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED (A GOVERNMENT OF INDIA ENTERPRISE)

Tender No: DFCCIL/NOIDA UNIT/Electrical/Line/2021/02

NOTICE INVITING E-TENDER National Competitive Bidding

Name of Work: Supply, Erection, Testing and Commissioning of 33 kV D/C Underground Electric Line from UPPTCL 400 KV Sub-station, Sec-148, Noida to DFCCIL Integrated Office Cum Residential Complex at Sec-145, Noida.

1.2.1 Chief General Manager/Noida, Dedicated Freight Corridor Corporation of India Limited, D-89, 1st Floor, Sector-2, Noida-201301, India, invites **E-Tenders** in **single stage two packet system** on prescribed forms from Firms/Companies/Joint Ventures meeting requisite experience and financial capacity for execution of the following work:

Tender No.	DFCCIL/NOIDA UNIT/Electrical/Line/2021/02
Name of Work	Supply, Erection, Testing and Commissioning of 33 kV D/C Underground Electric Line from UPPTCL 400 KV Sub-station, Sec-148, Noida to DFCCIL Integrated Office Cum Residential Complex at Sec-145, Noida.
Employer/Client/Owner	Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), a Govt. of India (<i>Ministry of Railways</i>) Enterprises through Chief General Manager/Noida, D-89, 1 st Floor, Sector-2, Noida-201301.
Type of Tender	Open E-Tender (<i>Single stage two packet system</i>)
Type of Contract	Works Contract
Total Estimated Cost	Rs. 5,25,16,030/- (<i>Incl. GST @ 18%</i>)
Completion Period of Contract	09 Months
Defect liability period	18 Months from the date of issue of completion certificate of the work by DFCCIL
Earnest Money Deposit	To be submitted in the form of “ Bid Security Declaration ” as per

	Form no - 27, Part-III, Chapter II, Tender Forms
Cost of Tender Document (Non-Refundable)	Rs. 11,800/- (Rs. 10,000/-+GST @ 18%) (Rs. Eleven Thousand Eight Hundred only) to be paid online through payment gateway provided at www.ireps.gov.in in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi. Note: No exemption is admissible for cost of bid document and shall not be claimed by bidder on the E-Tender portal.
Validity of Offer	120 days
Security Deposit	5% of Contract value (as per clause 16. (1) of GCC).
Performance Bank Guarantee	Performance Guarantee (PG) has to be submitted within 21(Twenty-One) days from the date of issue of Letter of Acceptance (LOA), amounting to 3% of the contract value. (as per Railway Board Letter No.2020/CE-I/CT/3E/GCC/Policy dated 20/11/2020)
E-tendering website	www.ireps.gov.in For any help, please refer User Manuals containing the detailed guidelines for E-Tendering available on www.ireps.gov.in > Learning Centre and on Helpdesk of IREPS: 011-23761525.
Date & Time Schedule	
Date of uploading of NIT/ Tender document (Online)	On Date 22.02.2021
Date of Tender document download/Sale (Online)	From Date 23.02.2021
Pre-Bid meeting with the prospective bidders	08.03.2021 at 11:00 hrs
Issue of Corrigendum, if any	On or before three days from date of submission of Tender (on www.ireps.gov.in)
Date & Time of Submission of Tender	On or before 30.02.2021 and time upto 15:00 hrs
Last date & time of submission of Bid Security Declaration & Tender Document cost	On or before 30.02.2021 and time upto 15:00 hrs to be paid online through payment gateway provided at www.ireps.gov.in .
Date & Time of Opening of Technical Bid (Online)	On date 30.02.2021 and time upto 15:30 hrs
Date & Time of opening of Financial Bid (online)	To be communicated later to only those bidders who are found technically qualified after closure of Technical Evaluation.
Representative/Contact Person of DFCCIL/Noida Unit	Shri Gowri Shankar Assistant Project Manager/Electrical Dedicated Freight Corridor Corporation of India Ltd. (Noida Unit) D-89, 1 st Floor, Sector-2, Noida- 201301 Mobile No: 7799655530 Telephone: 0120-2542889 E-MAIL ID: gshankar@dfcc.co.in

Address for Pre-Bid meeting & opening of Tender	Office of Chief General Manager/Noida Unit Dedicated Freight Corridor Corporation of India Ltd. D-89, 1 st Floor, Sector-2, Noida- 201301 Telephone: 0120-2542889
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- 1.2.2 Eligibility shall be assessed on applicants, fulfilling the technical capability and competence as well as for financial and organizational resources as specified in **Clause no. 1.3.11** of Preamble and General Instruction to tenderers (*Part -I, Chapter-III of Tender Document*).
- 1.2.3 Tender document can be viewed & obtained/downloaded from www.ireps.gov.in w.e.f. **22.02.2021**. The cost of the tender document is Rs. 11,800/- which is non-refundable payable towards the cost of one set of tender documents. The tender document shall have to be purchased in the name of Firms/Company/Joint Venture and can be downloaded from website www.ireps.gov.in. In case tenderer(s) do/does not deposit the cost of tender document (non-refundable) along with the submission of the tender, their tender shall not be opened. Tenderer are advised not to make any correction/addition/alteration in the downloaded tender documents. If any such correction/addition/alteration in downloaded tender documents are made such tenders shall be not be considered.
- 1.2.4 DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases the addendum(s) / corrigendum(s) shall be issued and placed on www.ireps.gov.in only at least three days in advance of date of opening of tender. The tenderers who have purchased or 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/uploaded duly stamped and signed along with the submission of tender. Any tender submitted without addendum(s) / corrigendum(s) (*if any*) is **liable to be rejected**.
- 1.2.5 The tender documents shall be submitted in online mode only through website www.ireps.gov.in in two packets only viz Packet-A containing TECHNICAL BID and Packet B containing FINANACIAL BID.

Bidder shall submit the **Bid Security Declaration (in place of EMD) in the standard format enclosed as “Form-27” and Tender document cost** (*as mentioned in clause 1.3.4.1 & 1.3.4.2 of preamble & general instructions to tenderer, Part I, Chapter III of Tender Document*) on or before schedule date & time of submission of bid. **Financial Bid** (*as specified in “Financial Bid” in Tender Document*) to be filled and submitted on E-Tender portal www.ireps.gov.in by following the steps available at E-Tender IREPS Portal.

Tender shall be submitted as per “General Instructions to Tenderers” forming as part of the complete tender documents.

- 1.2.6 To participate in the E-Tender, it is mandatory for the bidders to get themselves registered with the IREPS (www.ireps.gov.in) and to have user ID & password.

www.ireps.gov.in is the only website for submission of tender. ‘User Manuals’ containing the detailed guidelines for E-Tendering are available on www.ireps.gov.in > Learning Centre.

It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies (‘CA’) to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link www.cca.gov.in in the name of the person who will submit the Online tender and is authorized to do so.

Tender shall be submitted through Online mode only at www.ireps.gov.in. Tender submitted by any other mode will not be accepted. All the required documents (legible) as mentioned in Check List have to be uploaded along with the offer on www.ireps.gov.in **failing which, the bid shall not be considered for further evaluation.**

- 1.2.7 Tenders shall be opened at the address given below on scheduled date & time in the presence of the tenderers or their authorized representatives intending to attend the opening.

Office of Chief General Manager/DFCCIL/Noida Unit
D-89, 1st Floor, Sector-2, Noida-201301, U.P.

All the Bids received shall be opened on the date and time mentioned above in the tender notice. Bid of the bidders shall be opened through process of e-tendering. The sequence of opening shall be:

- i) Bid Security Declaration and Tender Document Cost
- ii) Technical Bid.
- iii) Financial Bid (*at a later stage after scrutiny & finalization of acceptable Technical Bids*)

- 1.2.8 Any tender received without **Bid Security Declaration (in place of EMD) and cost of tender documents** in the form as specified in the tender documents shall not be considered and shall be summarily rejected.

- 1.2.9 DFCCIL reserves the right to cancel the tender before submission/opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders

without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.

- 1.2.10 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. **Action will also be taken against such Tenderer as per Bid Security Declaration submitted by the tenderer in standard format “Form-27”.** The decision of the DFCCIL in this regard shall be final and binding.
- 1.2.11 DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them in technical bid. Financial bids of only those bidders would be opened, whose technical bids are found acceptable. In the event of any document being found false (*at a later stage*), the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Also, action against such disqualified tenderer shall be taken as per the provisions of the Tender.
- 1.2.12 Information as required as per various Forms of tender document should be submitted by the tenderers without fail strictly as per formats.
- 1.2.13 The validity of offer shall be **120 days** from the date of opening of the tender.
- 1.2.14 Transfer of the tender document purchased by intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased /downloaded from website: www.ireps.gov.in by them.
- 1.2.15 Tenderers must read all instructions regarding E-Tendering process on www.ireps.gov.in > Learning Centre > E-Tender(Works) > User Manual for Contractor and INSTRUCTION TO TENDERERS Part I, Chapter III of the Tender Document.
- 1.2.16 Tenderers are advised to regularly visit the E-Tender Portal (www.ireps.gov.in) for information regarding tender, corrigendum, addendum (if any) etc.
- 1.2.17 **Joint Venture are not allowed in this Tender.**
- 1.2.18 The rates quoted by the contract or are deemed to be inclusive of site clearance, setting out work, profile, setting lay out on ground, establishment of reference benchmark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. ***Nothing extra shall be payable*** on this

account and *no extension of time* for completion of work shall be granted on these accounts.

In the Estimated Value of tender, GST @ 18% has been taken on the Basic Value. The Basic Value is inclusive of all taxes, duties and levies except GST. The % (above/below/at par) rates quoted by the tenderer shall apply on the Basic Value. The GST as legally leviable and payable by the Bidder under the provisions of applicable law/act shall be paid extra by DFCCIL.

Therefore, the Bidders should quote their rates after considering the Input Tax Credits on their input materials and services. Hence, Bidders should ensure that, full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting their rates.

1.2.19 Price Variation Clause (PVC) will not be applicable for this work.

1.2.20 Mobilization and Secured Advance will not be applicable for this work.

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

PART-I

CHAPTER-III

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

PART-I

Chapter- III

PREAMBLE & GENERAL INSTRUCTIONSTOTENDERERS

1.3.1 Introduction

(i) General

Ministry of Railways (MoR) established the Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a Schedule “A” Public Sector Undertaking wholly owned by Ministry of Railways, Govt. of India to undertake planning & development, mobilization of financial resources, construction, maintenance and operation of the Dedicated Freight Corridor project. DFCCIL was incorporated as a company under the Companies Act 1956 on 30th October 2006.

This company is now actively engaged in the implementation of Computerized Multi Modal High Axle Load Dedicated Freight Corridor Project between Delhi-Mumbai under the Western DFC Corridor and Ludhiana-Delhi-Kolkata under the Eastern DFC Corridor.

The DFC project will also restore the Indian Railway’s competitive strength in the freight transportation market and emerge as the *major low carbon and energy efficient transport system in the country*. It will drive the establishment of industrial corridors and logistic parks along its alignment and play a crucial role in supporting India’s growing economy.

(ii) Project Concept

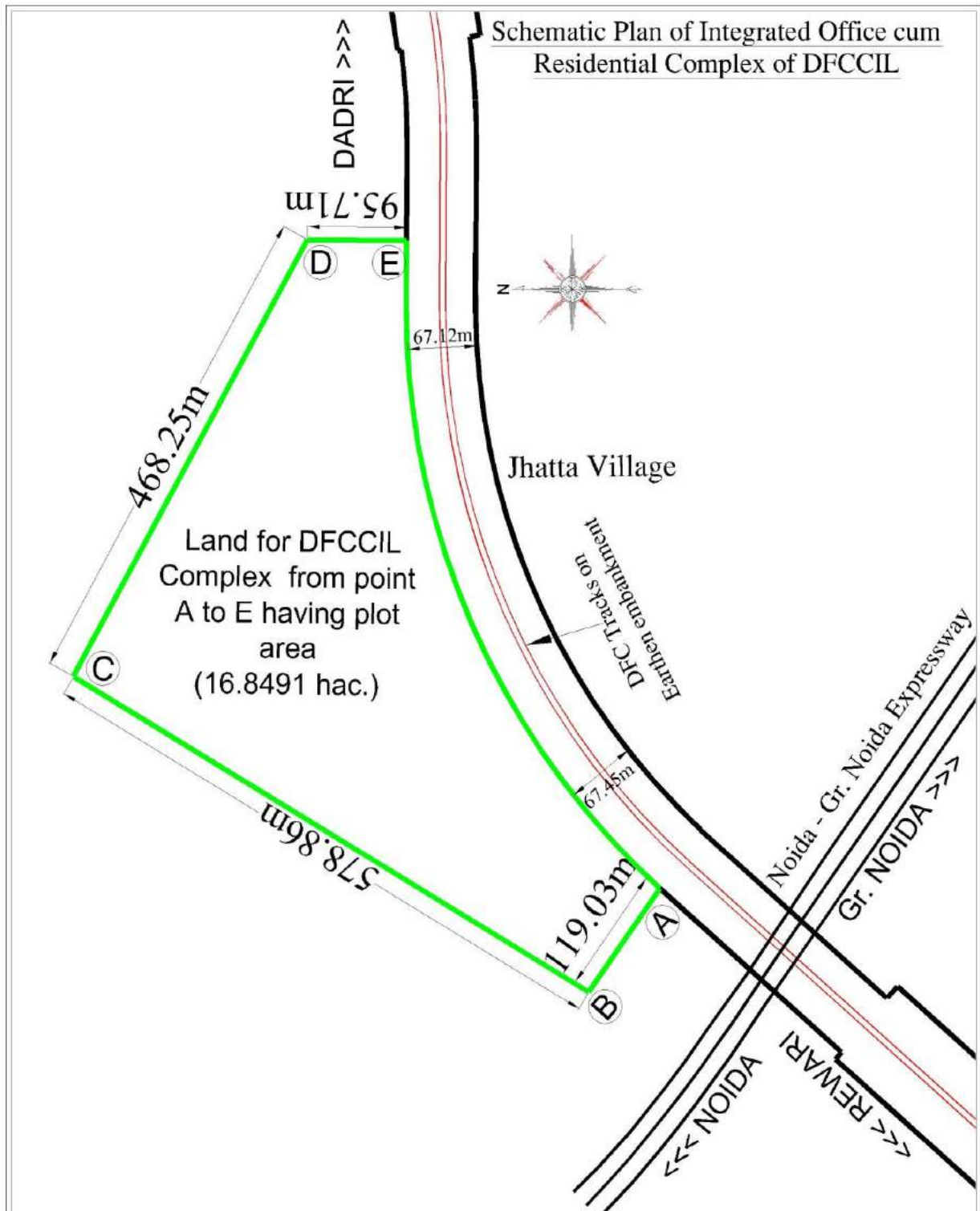
The work of “Supply, Erection, Testing and Commissioning of 33 kV D/C Underground Electric Line from UPPTCL 400 KV Sub-station, Sec-148, Noida to DFCCIL Integrated Office Cum Residential Complex at Sec-145, Noida.” is the part of Project “DFCCIL Integrated Office Cum Residential Complex with Pre-Certified GRIHA 5 Star Rating” in the National Capital Region at Noida-Greater Noida Expressway in village Jhatta, Sector-145, Noida.

DFCCIL Management desire to build in phases a very vibrant and dynamic complex which should be self-contained and self- sustaining, with state of art physical, social and economic infrastructure. This complex *would be developed on Green Building Concept* and will be eco-friendly, energy efficient, modern and integrated with its inspiring existing landscapes.

PVVNL has sanctioned a total electric load of 13500 KVA for the entire complex and Phase-1 load of 4500 KVA for the under construction buildings. The electric connection

has been sanctioned on 33 KV D/C dedicated U/G line from UPPTCL 400 KV Substation in Sector 148 Noida. DFCCIL has deposited the demanded Supervision charges to PVVNL and the line is to be got constructed and **maintained for 18 months** by DFCCIL through this tender under self execution scheme of PVVNL.

(iii) **LOCATION OF DFCCIL INTEGRATED COMPLEX:**



(iv) BACKGROUND & OVERVIEW OF DFCCIL INTEGRATED COMPLEX:

1. DFCCIL is in possession of free hold land measuring 16.8491 hectares (approx. 40 Acres) at Noida-Greater Noida Expressway in village Jhatta, Noida. The schematic site plan is as shown above having exact location, adjacent features and boundaries of the land. DFCCIL is fully entitled to develop the said land. The land is almost flat and located in village Jhatta, G.B. Nagar (U.P).
2. On the western & southern side, the site is bounded by Noida-Greater Noida Expressway & Noida-Gr. Noida Metro Line and on the eastern site it is bounded by Hindon river, its bund & forest area. The DFCCIL site lies between two functional Metro Stations Sec145 & Sec-146 Noida of Noida-Greater Noida metro line.
3. The plot enjoys excellent linkages with other parts of Noida & Greater Noida and is approachable by Noida-Greater Noida Expressway and is approx. 16 km from Mahamaya Flyover in Noida.

(v) General Instructions (*for only E-Tendering system*):

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. The E-Tendering portal of Indian Railways can be accessed on <http://www.ireps.gov.in> for participation in Dedicated Freight Corridor Corporation of India (DFCCIL) tenders.

Words in capital and not defined in this document shall have the same meaning as in “BID DOCUMENT”.

A) ACCESSING/OBTAINING/PURCHASING PROCESS OF TENDER DOCUMENT:

- (i) It is mandatory for all the Tenderers to have class-III digital signature (in the name of person who will sign the Bid and will submit the online tender and is authorized to do so) certified from any of the licensed certifying agency (“CA”) to participate in E-Tendering of DFCCIL [*Tenderers can see the list of licensed CAs from the link www.cca.gov.in*].
- (ii) To participate in the E-Tender, it is mandatory for the Tenderers to get themselves registered with the IREPS (www.ireps.gov.in) and to have user ID & password. Instructions regarding registration are available on www.ireps.gov.in > Learning Centre > General > User Manual for registration of new Vendors and Contractors.

- (iii) www.ireps.gov.in is the only website for submission of online tender. Instructions regarding E-Tendering process are available on www.ireps.gov.in > Learning Centre > E-Tender(Works) > User Manual for Contractor.
- (iv) Tender shall be submitted through online mode only at www.ireps.gov.in. Tender submitted by any other mode will not be accepted.
- (v) All the required documents (legible) as mentioned in Check list S.No. 1 to 14 have to be uploaded along with the offer on www.ireps.gov.in, **failing which, the bid shall be liable to be rejected and shall not be considered for further evaluation.**
- (vi) The Addendum/Corrigendum, if any; shall be hosted on the website www.ireps.gov.in only.
- (vii) The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website www.ireps.gov.in as bid shall be accepted through Online mode only.
- (viii) Tenderers are required to give Un-Conditional offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, cancel, reject and re-float tender without assigning any reasons whatsoever.
- (ix) The Tenderers shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting the rates. If the tenderer has any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or required clarification, he shall at once contact the authority inviting the tender for clarification at least ten days before the due date of submission of the tender.
- (x) Bid document shall be accompanied by all the documents required to be submitted as specified in the Tender Document along with all Addendums and Corrigendum.
- (xi) All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-Compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- (xii) After award of contract of the Successful Contractor, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.
- (xiii) Order of precedence of Documents: In tender/contract, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:
 - a. Letter of Award

- b. Schedule of items, Rates & Quantities.
- c. Special Conditions of Contract.
- d. Technical Specifications as given in tender documents.
- e. Drawings, if any.
- f. General Conditions of Contract.
- g. Relevant BIS Codes.

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

- (xiv) Contractor must fill up all the schedules and furnish all the required information on e-mode as per the instructions given in various sections of the Tender Document.
- (xv) Submission of a tender by a tenderer implies that he had read all the tender document including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- (xvi) DFCCIL reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.
- (xvii) Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. **Action will also be taken against such Tenderer as per Bid Security Declaration submitted by the tenderer in standard format "Form-27".** The decision of the DFCCIL in this regard shall be final and binding.
- (xviii) Evaluation of tenders will be made on the basis of fulfilment of Eligibility Criteria mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the contractor.

B) PREPARATION & SUBMISSION OF TENDER:

- a. ***Documents mentioned at S.No. 1 to 12 of the Check list [Technical Bid (Packet-A)] should be scanned and uploaded during bid submission as per detailed instructions for submission of bid available on website www.ireps.gov.in.***

- b. ***Documents mentioned at S.No. 13 & 14*** of the Check list [Technical Bid (Packet-A)] should be uploaded during bid submission as per detailed instructions for submission of bid available on website www.ireps.gov.in.
- c. ***For Document No. 15*** of the Check list [*Financial Bid (Packet-B)*], Financial Bid to be filled and submitted on www.ireps.gov.in by following the steps available on the website.

C) Modification/ Substitution/ Withdrawal of bids:

- (i) Once bid is submitted, the tenderer will not be allowed to withdraw the offer.
- (ii) The tenderer can however submit revised bid till closing time of tender. In case of revising the bid, the revised bid will supersede the earlier bid. Only the last bid submitted by the tenderer shall be considered for evaluation and earlier bids shall be ignored.

D) PRE-BID MEETING:

A Pre-Bid meeting with the prospective Bidders shall be conducted as per the scheduled date & time mentioned in the NIT. Bidders may request for a clarification on any clause(s) of the Bid Document on or before the date of Pre-Bid meeting. Any request for clarification must be given in writing, or by standard electronic means to DFCCIL. If required, DFCCIL will respond with explanation of queries on E-Tender Portal only (*without disclosing the source of query*). Change in date & time (if any) of the Pre-Bid meeting shall be communicated through www.ireps.gov.in only.

At any time before the submission of tender, DFCCIL may modify/amend the bid document and extend the last date of submission/opening of the tender by issuing a corrigendum/addendum.

Any Corrigendum/Addendum thus issued shall form part of tender document and shall be posted only on www.ireps.gov.in and the Bidders are thus advised to update their information by using said website www.ireps.gov.in. To give the Bidders reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, DFCCIL may at its discretion, extend the deadline for the submission/opening of the tender.

E) OPENING AND EVALUATION OF BIDS:

- (i) Opening of Bids will be done through online process at www.ireps.gov.in.

- (ii) E-Tender shall be opened Online at the address given below at the time and date as specified in Part-1 (Notice Inviting Tender) in the presence of Tenderers or their authorized representatives, if they choose to attend the Online Tender Opening.

Address for Online Opening of Tender:

Dedicated Freight Corridor Corporation of India Ltd./Noida Unit,
D-89, First Floor, Sector-2, Noida-201301.

- (iii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory, holding Power of Attorney and Digital Signatory are not the same, the ***bid shall be considered non-responsive.***
- (iv) The Authority shall Open Bid Documents received in electronic form online on the date and time as specified in the NIT.
- (v) The Authority will subsequently examine and evaluate the Technical Bids in accordance with the provisions set out in the BID DOCUMENTS.
- (vi) The Financial Bids will be opened only of the technically qualified Bidders (*after evaluation of Technical Bids*) & the date of opening of Financial Bids will be notified later on.

DISCLAIMER

The Bidder must read all the instructions in the BID DOCUMENTS and ensure to complete the tender submission process by due date and time as www.ireps.gov.in will not accept any online tender after tender closing date and time as specified in the NIT.

The agency may visit the site on any working day to assess the site conditions and scope of work before submitting their offer.

(vii) Scope of Work

Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, D-89, 1st Floor, Sector-2, Noida-201301 India, hereinafter referred to as 'DFCCIL' is inviting E-Tenders from Firms/ Companies/Joint Ventures having requisite experience and financial capacity for execution of the following work:-

“Supply, Erection, Testing and Commissioning of 33 kV D/C Underground Electric Line from UPPTCL 400 KV Sub-station, Sec-148, Noida to DFCCIL Integrated Office Cum Residential Complex at Sec-145, Noida.”

The brief scope of work is given below:-

S.No.	Description of Work
1	Supply and Erection of DP structures.
2	Supply Erection, Testing and Commissioning of 33 kV 400 sqmm UG HT Cable.
3	Liasoning with PVVNL, NOIDA authority, DMRC or any other Govt agency for taking approvals etc. from commencement till final completion of work.

- (viii) Cost of the work: The estimated cost of the tendered work is 5,25,16,030/- (*Rupees Five Crore Twenty Five Lakh Sixteen Thousand Thirty Only*) (*Incl. GST @ 18%*)
- (ix) The tenderer(s) shall be governed by General Conditions of Contract (GCC), Preamble and General Instructions to Tenderers (ITT) and Special Conditions of Contract (SCC). Wherever, there is a conflict in any condition between GCC and Special Conditions of Contract mentioned in the tender documents, the condition mentioned in Special Conditions of Contract will prevail. However, Engineer's decision in this connection shall be final and binding.

1.3.2 Form of Tender

The Tender bid shall have to be submitted in **Two Packet System through IREPS i.e. www.ireps.gov.in**.

"Packet-A"

Eligibility/Qualifying Element of the tender bid along with other requisite documents as mentioned in Technical bid (Packet-A) of Check List, Part-I, Chapter-I of the Tender Document.

"Packet-B"

Price Element of tender bid with percentage above/below/at par on the Schedule of Prices duly filled in as mentioned in Financial bid (Packet-B) of Check List, Part-I, Chapter-I of the Tender Document.

The technical bid (Packet-A) shall be opened on the date of tender opening and the detailed

scrutiny of Technical bid shall be carried out. The “Financial Bid” (Packet-B) shall be opened only of those tenderers who qualify in “Technical Bid”. The detailed procedure for tender opening and processing is defined in Para 1.3.5:

1.3.3 Tender Document

The tender document consists of following four parts:

PART/CHAPTERS	DESCRIPTION
PART – I	
Chapter I	Check list of documents to be uploaded/submitted in the E-Tender
Chapter II	Notice Inviting E-Tender
Chapter III	Preamble and General Instructions to Tenderers
Chapter IV	General Conditions of Contract
Chapter V	Special Conditions of Contract
PART – II	Technical Specifications and Make list
PART – III	
Chapter I	Milestones and Time Schedule
Chapter II	Tender Forms
PART – IV	Drawings

1.3.4 Sale & Submission of Tender Document:

1.3.4.1 Cost of Tender document: -

Tender document is available on **www.ireps.gov.in** and the same can be downloaded and used as tender documents for submitting the offer. The cost of tender document as prescribed in the NIT shall be deposited online through payment gateway of **www.ireps.gov.in** by the tenderer.

1.3.4.2 Earnest Money Deposit: -

- The tenderer shall be required to submit the **Bid Security Declaration (in place of EMD) in the standard format enclosed as “Form-27”** 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 tenderer must submit/upload the bid security declaration in the standard format **“Form - 27”** online on **www.ireps.gov.in** as mentioned in the NIT.
- Tenderers received without **Bid Security Declaration** in the manner prescribed above **shall be summarily rejected.**

- (d) Deleted
- (e) It is understood that the tender documents have been sold/issued to the tenderer(s) and the tenderer(s) is/are permitted to tender in consideration of stipulation on his/their part, that after submitting his/their tender (subjected to the period being extended further), he will not resile from his offer or modify the terms and conditions, thereof in a manner not acceptable to DFCCIL. Should the tenderer fail to observe or comply with the foregoing stipulation, **action will be taken in accordance with bid security declaration submitted by the tenderer in standard format “Form-27”.**
- (f) Deleted
- (g) Deleted
- (h) DFCCIL reserves the rights to take **action in accordance with bid security declaration submitted by the successful tenderer in standard format “Form-27”** if the tenderer:-
 - i. Does not execute the Contract Agreement within stipulated time: or
 - ii. Does not submit Performance Security in the form of Bank Guarantee of the requisite value within stipulated time: or
 - iii. Does not commence the work after receipt of Letter of Acceptance or date as specified in the Letter Acceptance.
 - iv. Withdraws the offer during the period of validity/extended validity.
 - v. When any of the information furnished by the tenderer not found true.
 - vi. If the work is terminated at any stage as per terms and conditions of the contract.
- (i) Deleted

1.3.4.3 Clause applicable for tender documents downloaded from Internet

Tenderer/s are free to download tender documents at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. **Master copy of the tender document will be available in the office of Chief General Manager, D-89, 1st Floor, Sector-2, Noida- 201301, U.P., India.**

After award of the work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, D-89, 1st Floor, Sector-2, Noida- 201301, U.P., India and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents downloaded from the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

- 1.3.4.4** Complete tender documents must be submitted online duly completed in all respect on www.ireps.gov.in **upto 15.00 Hrs on 30.02.2021. The “Packet-A (TECHNICAL BID)”** will be opened at **15:30 Hrs on 30.02.2021** and read out in the presence of such tenderer(s) as is/are present. In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time. Any modified date and time

for submission of tenders shall be uploaded on www.ireps.gov.in. The detail procedure of tender opening will be as per para- 1.3.5.

1.3.4.5 The rates should be quoted in figures as well as in words. If there is variation between rates quoted in figures and in words, the rate quoted in ‘words’ shall be taken as correct. If more than one or improper rates are tendered for the same item, the tender is liable to be rejected. However guidelines given on www.ireps.gov.in shall prevail.

1.3.4.6 Each page of the tender papers is to be signed by the tenderers or such person/s on his/their behalf who is/are legally authorized to sign for him/them. However guidelines given on www.ireps.gov.in shall prevail.

1.3.4.7 Tenders containing erasures and/or alteration of the tender documents are liable to be rejected.

1.3.4.8 Care in Submission of Tenders–

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account with that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause 37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer/DFCCIL.
- (a)(ii) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state’s State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenders will ensure that full benefit of Input Tax (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to Railway/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.
- (a)(iv) In case, the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway/DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (b) When work is tendered for by a firm or company the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway/DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract.

It may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

1.3.5 Opening of Tender: Two packet system of tendering shall be adopted in this tender

- (a) Tender will be opened at **15:30** hrs on **30.02.2021**, in the office of Chief General Manager/Noida, **Dedicated Freight Corridor Corporation of India Limited, D-89, 1st Floor, Sector-2, Noida- 201301, U.P, India** in the presence of the tenderers or their representatives as may be present at the prescribed date and time.
- (b) After the opening of **“TECHNICAL BID” (Packet-A)** of all the eligible tenderers, these bids shall be scrutinized and analysed. DFCCIL reserve the right to seek clarifications on the submitted documents from the tenderers. The names of the tenderers whose bid are considered complete and meet eligibility criteria shall be shortlisted.
- (c) The **FINANCIAL BID (Packet-B)** shall be opened on a subsequent date and time duly notified well in advance. The Financial bids of only those tenderers shall be opened who are shortlisted after scrutiny of their Technical bid. The Financial bid of the tenderers who do not qualify during scrutiny of Technical bid shall not be opened. The time and date of opening of Financial Bid shall be advised to qualified tenderers well in advance on www.ireps.gov.in only.

1.3.6 Validity of Tender: -

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

1.3.7 Execution of Contract Agreement: -

The Tenderer whose tender is accepted shall be required to appear in person at the office of **Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, D-89, 1st Floor, Sector-2, Noida-201301**, 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 07 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 take **action in accordance with bid security declaration submitted by the tenderer in standard format “Form-27”** and forfeit other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

1.3.8 Security Deposit on Acceptance of Tender:

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

1.3.9 Tenderer's Address

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

1.3.10 Right of DFCCIL to Deal with Tenders

- (a) The DFCCIL reserves the right of not to invite tenders for any of DFCCIL work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or to reject any tender or all tenders without assigning reasons for any such action.
- (b) The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the DFCCIL undertake to assign reasons for declining to consider or reject any particular tender or tenders.
- (c) 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 Railway reserves the right to reject such tender at any stage.
- (d) If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his /their offer, the Railway 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 Railway shall deem such tender as cancelled, unless the firm retains its character.
- (e) 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.

1.3.11 Eligibility Criteria

1.3.11.1 Technical Eligibility Criteria

The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

Three similar works each costing not less than the amount equal to 30% of advertised value of tender, or

Two similar works each costing not less than the amount equal to 40% of advertised value of tender, or

One similar work costing not less than the amount equal to 60% of advertised value of tender.

Similar Work:

Work of “**Supply, Erection, Testing and Commissioning of 33 KV Underground Electric line**” shall be considered as Similar Work for the tendered work.

Note for Item 1.3.11.1:

1. Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by 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, shall also 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 works, 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 and copy of final/last bill paid by company in support of above work experience certificate.

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

1.3.11.1 (a) Electrical Contractor License

The tenderer must have valid “A” Class Approved Electrical Contractor License issued by State Govt. in the name of the firm. (to be submitted alongwith the offer)

1.3.11.2 Financial Eligibility Criteria

The tenderer must have received contractual payments in the previous three financial years and the current financial year upto the date of inviting of tender, at least 150% of the advertised value of the Tender. The tenderers shall submit Certificates to this effect which may be an attested certificate from the concerned department/client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance sheets.

Note for Item 1.3.11.2:

1. Contractual payments received by a Member in an earlier JV firm shall be reckoned only to extent to the concerned member's share in that JV Firm for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in tender under considerations.
2. In case the tenderer/s is a partnership firm, the turnover etc shall be in the name of partnership firm only.
3. Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

1.3.11.3 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.3.11.4 Explanation for clause 1.3.11 including clause 1.3.11.1 to 1.3.11.3 - Eligibility Criteria:

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

2. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
3. If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
4. **In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.**
5. The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.
6. In case of newly formed partnership firm, the credentials of individual partners from previous 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.
7. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm if any other partner(s) joins the firm, the 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.
9. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.

10. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
11. 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.
12. In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
13. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
14. In case company A is merged with company B, then company B would get the credentials of company A also.

1.3.11.5 Credentials of Tenderer:

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

- (a) For **Technical eligibility criteria**, the details will be submitted in “**Form No.2A**” along with supporting documents.
- (b) For **Financial eligibility criteria**, the details will be submitted in “**Form No.2B**” alongwith supporting documents.
- (d) The tenderer shall submit the completion certificates/certified completion certificates from the client(s) or Photostat of original certificates of client. All documents either original or photocopy should be attested by Notary. These certificates should indicate the details of works carried out and successful commissioning of similar type of work executed by the tenderer. *Completion certificate from Govt. organisation/Semi Govt. organizations/PSUs/Public Listed Company will only be accepted. The certificate from Private individual/Private Company for whom such works are executed shall not be accepted.* In case, the work is executed for Public Listed Company, copy of work order, bill of Quantity, Billwise details of payment received duly certified by Chareted Accountant, TDS certificates for all payments received and copy of final/last bill paid by Company in support of above work experience certificate shall be submitted.
- (e) Tenderer shall submit a statement of contractual payments received during last three financial

years and current financial year on the prescribed Performa as per “**Form No. 2B**”. The details shall be based on the form 16-A issued by the employer i.e. the certificate of deduction of tax at source as per Income Tax Act, 1961 and Form-26AS issued by Income Tax Department. The photocopies of Form 16-A/Form-26AS shall be closed duly attested by Notary Public with seal and Notarial Stamp thereon or a certificate from auditor or audited balance sheet certified by Chartered Accountant clearly indicating the contractual amount received duly attested by Notary Public with seal and Notarial Stamp thereon. DFCCIL may invite the Tenderer for offline/online verification of Form-16A & Form-26AS.

- (f) The tenderers shall submit a copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted alongwith bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as “**Form-1B**”. The bid is liable to be rejected upon Non submission of above certificate by the bidder. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly attested by Notary by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (g) The Railway/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 Railway/DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway/DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway/DFCCIL thereunder.
- (h) (i) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, **action will be taken in accordance with bid security declaration submitted by the tenderer in standard format “Form-27”** besides banning of business for a period of upto five years.
- (ii) 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. **Action will be taken in accordance with bid security declaration submitted by the tenderer in standard format “Form-27”**. Performance Guarantee and Security Deposit available with the railway 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 upto five years.
- (I) The tenderer shall be considered disqualified/ineligible if:
 - (a) The Tenderer or any of its partners and/or subcontractors included in the tender has been banned for business with Ministry of Railways/DFCCIL along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Web site (<http://www.indianrailways.gov.in/railwayboard>) of Railway Board

pertaining to banning of Business, with the banning being valid as on the date of submission of the Tender.

- (b) The Tenderer or any of its partners has suffered bankruptcy/insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of application.

1.3.12 Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

1.3.13 Execution of Contract Documents:

The successful Tenderer(s) shall be required to execute an agreement with the DFCCIL for carrying out the work according to Standard General Conditions of Contract, Special Conditions/Specifications annexed to the tender and Standard Specifications (Works and Materials) of CPWD/DFCCIL as amended/corrected upto latest correction slips, mentioned in tender form.

1.3.14 Documents to be submitted alongwith Tender (Constitution of the Firm, Partnership Deeds, Power of Attorney etc): -

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust/ HUF etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be 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) Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm:

- (i) An undertaking that he is not blacklisted or debarred by Railways/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 he was/ is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

- (ii) All other documents in terms of explanatory notes in clause 1.3.11.1 to 1.3.11.5 above.

(b) HUF:

- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
 - (ii) An undertaking that the HUF is not blacklisted or debarred by Railways/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. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
 - (iii) All other documents in terms of explanatory notes in clause 1.3.11.1 to 1.3.11.5 above.
- (c) Partnership Firm:**
 - (i) The tenderer shall submit documents as mentioned in Clause 1.3.18 of the Part-I, Chapter-III of the Tender Document.
- (d) Joint Venture (JV): Deleted as JV are not allowed in this tender.**
- (e) Company registered under Companies Act 2013:**
 - (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
 - (iv) An undertaking that the Company is not blacklisted or debarred by Railways/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 the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
 - (v) All other documents in terms of explanatory notes in clause 1.3.11.1 to 1.3.11.5 above.
- (f) LLP (Limited Liability Partnership):** If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:
 - (i) A copy of LLP Agreement
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
 - (iv) An undertaking that the LLP is not blacklisted or debarred by Railways 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 JV in which the LLP was / is a member.

Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(v) All other documents in terms of explanatory notes in clause 1.3.11.1 to 1.3.11.5 above.

(g) Registered Society & Registered Trust: The tenderer shall submit:

(i) A copy of the Certificate of Registration

(ii) A copy of Deed of Formation

(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

(iv) All other documents in terms of explanatory notes in clause 1.3.11.1 to 1.3.11.5 above.

(v) 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.

(vi) 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 submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's/DFCCIL's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

(vii) A tender from JV/ Partnership firm etc. shall be considered only where permissible as per the tender conditions.

(viii) The Railway/DFCCIL will not be bound by any change in the composition of the firm made subsequent to the submission of tender. Railway/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.

1.3.15 The tenderer whether sole proprietor/ a company or a partnership firm /registered society/ registered trust/HUF 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.

1.3.16 Employment/Partnership etc. of Retired Railway Employees:

(a) Should a tenderer

- i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways/DFCCIL owned and administered by the President of India for the time being, OR
- ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
- iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

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the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways/DFCCIL owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust 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 the Engineering or any other department of the railway/DFCCIL, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note: - If information as required as per 1.3.16 (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.

1.3.17 JOINT VENTURE (JV) IN WORKS TENDERS

DELETED as Joint Venture (JV) are not allowed to participate in this Tender.

1.3.18 Participation of Partnership Firms in works tenders:

1.3.18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

1.3.18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.

1.3.18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

1.3.18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway/DFCCIL and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways/DFCCIL and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and action will be taken in accordance with bid security declaration submitted by the tenderer in standard format "Form-27".

If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway/DFCCIL beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.

1.3.18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

1.3.18.6 The tender form shall be submitted only in the name of partnership firm. **The Bid security declaration shall be submitted by partnership firm as mentioned in tender document.**

1.3.18.7 One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a “Power of Attorney”, specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign “No Claim Certificate”, refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such “Power of Attorney” shall be notarized / registered and submitted along with the tender.

1.3.18.8 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

1.3.18.9 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

1.3.18.10 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway/DFCCIL for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway/DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is

completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway/DFCCIL, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.

- (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway/DFCCIL.

1.3.18.11 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

- (i) A notarized copy of partnership deed.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways/DFCCIL or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

1.3.18.12 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in clause 1.3.11 above.

1.3.19 Period of Completion

The entire work is required to be completed in all respects within **09 months (Nine Months)** from the date of issue of the acceptance letter. Time is the essence of contract. The contractor shall be required to maintain steady and regular progress to the satisfaction of the Engineer/DFCCIL to ensure that the work will be completed in all respects within the stipulated time.

1.3.20 If the Tenderer/s deliberately gives any wrong information about credentials / documents in

his/their tenders and thereby create(s) circumstances for acceptance of his/their tender, DFCCIL reserves the right to reject such tender at any stage, besides, shall suspend business with such tenderer. Action will also be taken in accordance with bid security declaration submitted by the tenderer in standard format “Form-27”.

1.3.21 Quantum of work and materials:

The indicative schedule of quantities of various items of works is included in **Form No –3 & 4** of the tender document.

1.3.22 Employer not bound to accept any tender:

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

1.3.23 Schedule of Prices

The Schedule as given in the Tender Document list out the Schedule of Prices of various items. Based on these, the total tender value has also been worked out.

1.3.24 Performance Guarantee: Refer clause no. 16(4) of GCC-2020.

1.3.25 The tenderer shall furnish information for making payment through ECS/NEFT/RTGS (*Tender Form No. 8 placed at Part III, Chapter-II of the tender document*).

1.3.26 Negotiation:

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

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

1.3.27 Site Inspection:

Tenderers are requested to inspect the site and carry out careful examination to satisfy them

as to the nature of work involved and facilities available at the site. They should note carefully all the existing structures and those under construction through other agencies. They should also study the suitability of utilizing the different equipments and the machinery that they intend to use for the execution of the work. The tenderers should also select suitable sites for the purpose of locating their store yard, laboratory, staff quarters etc.

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

1.3.29 Rates Quoted by Bidder:

The rates quoted by the contractor are deemed to be inclusive of site clearance, setting outwork, profile, setting lay out on ground, establishment of reference benchmark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. ***Nothing extra shall be payable*** on this account and ***no extension of time*** for completion of work shall be granted on these accounts.

In the Estimated Value of tender, GST @ 18% has been taken on the Basic Value. The Basic Value is inclusive of all taxes, duties and levies except GST. The % (above/below/at par) rates quoted by the tenderer shall apply on the Basic Value. The GST as legally leviable and payable by the Bidder under the provisions of applicable law/act shall be paid extra by DFCCIL.

Therefore, the Bidders should quote their rates after considering the Input Tax Credits on their input materials and services. Hence, Bidders should ensure that, full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting their rates.

1.3.30 Price Variation Clause (PVC) will not be applicable for this work.

1.3.31 No Mobilization or Secured Advance would be paid by DFCCIL for this work.

1.3.32 Contract value:

The Basic Value of contract shall be inclusive of all taxes and duties including ESIC, PF, Conditions of Contract contribution & all other statutory taxes and levies (*if any*) applicable to the Contractors/Workers etc and excluding GST. GST shall be levied as applicable on the Basic Value.

1.3.33 Taxes, Duties etc.:

- (i) GSTIN of DFCCIL will be provided to the contractor along with the letter of acceptance (*LOA*).
- (ii) Payment to the contractor will be subjected to TDS as per rules inforce from time to time. The tax deduction at source (*TDS*) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by the DFCCIL.
- (iii) Contractor shall submit GST compliant tax invoice containing (*GSTIN of DFCCIL*) and all the particulars as stipulated under invoice rules of GST law. Payment shall be made to the contractor only after submission of GST compliant Tax Invoice.
- (iv) No reimbursement on account of increase/decrease in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Bidder has to make his own assessment of the impact of future variation (*if any*) in rate of taxes/duties/levies etc. in his price bid.

PART- I

CHAPTER- IV

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1. (1) **Definition:** - In these General conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires: -
- (a) **“Railway/DFCCIL”** shall mean Dedicated Freight Corridor Corporation of India Ltd, a Govt. of India Enterprise (under Ministry of Railways) and a company incorporated under the provisions of the Companies Act, 1956 having it's registered office at 5th Floor, Supreme Court Metro Station Complex, New Delhi-110001 represented through its Managing Director or CGM/GM (hereinafter referred to as “DFCCIL”) which expression shall, unless repugnant to the context, be deemed to include it's successors and assigns.
 - (b) **“General Manager of DFCCIL”** shall mean the officer -in-charge of the General Superintendence and Control of the DFCCIL and shall mean and include their successors, of the successor of DFCCIL.
 - (c) **“Chief Engineer”** shall mean the officer -in-charge of the Engineering Department of DFCCIL and shall also include CGM/GM of DFCCIL and shall mean and include their successor, of the successor DFCCIL.
 - (d) **“Engineer”** and Employer's Engineer shall mean the Chief General Manager/GM of DFCCIL and shall mean & include the Engineers of the DFCCIL or PMC appointed by DFCCIL. Employer/Owner shall mean DFCCIL.
 - (e) **“Engineer's Representative”** shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer, APM / Dy.PM / PM / Dy. CPM / Add. CPM of DFCCIL in direct charge of the work and shall include any Sr. Sec. / Sec / Jr. Engineer / Executive / Sr. Executive, JPM 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.
 - (f) **“Contractor”** shall mean the Person / Firm /Co-operative Society or Company whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns.
 - (g) **“Contract”** shall mean and include the Agreement of Work Order, the accepted Schedule of Rates or the Schedule or Rates of Railway/CPWD modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the

Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any and all other documents included as part of contract.

- (h) **“Works”** shall mean the works to be executed in accordance with the contract.
 - (i) **“Specifications”** shall mean the Standard Specifications for Materials & Works referred/mentioned in tender documents or CPWD/Railway or as specified by DFCCIL under the authority of the Chief Engineer/CGM or as amplified, added to or superseded by Special Specifications, if any.
 - (j) **“Schedule of rates of DFCCIL”** shall mean rates specified in “Schedules” of the tender document or Delhi Schedule of Rates (DSR) of CPWD issued under the authority of the Chief Engineer from time to time.
 - (k) **“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/DFCCIL from time to time.
 - (l) **“Constructional Plant”** shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (*as hereinafter defined*) but does not include materials or other things intended to form or forming part of the permanent work.
 - (m) **“Temporary Works”** shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
 - (n) **“Site”** shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the DFCCIL for the purpose of the contract.
 - (o) **“Period of Maintenance”** shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer/DFCCIL.
 - (p) **‘Contractor’s authorized Engineer’** shall mean a graduate Engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Engineer/DFCCIL.
 - (q) Date of inviting tender shall be the date of publishing tender notice on Tender Wizard/IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- 1. (2) Singular and Plural:** - Words importing the singular number shall also include the plural and vice versa where the context requires.

- 1. (3) Headings & marginal headings:** -The headings and marginal headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

GENERAL OBLIGATION

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

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

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

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing

seeking permission of Chief Engineer/CGM for the same. While submitting the proposal to Railway/DFCCIL, Contractor shall ensure the following:

- (a) (i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.
- (i) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years through a works contract directly given to him by a Govt. Department; or by a Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway/DFCCIL and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

In case contractor submits subcontractor's work experience certificate issued by public listed company, the contractor shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

- (ii) There is no banning of business with the sub-contractor in force over IR/DFCCIL.
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- (b) The Contractor shall provide to the Engineer/DFCCIL a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
 - (c) On receipt of approval from Chief Engineer/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/ DFCCIL.
 - (d) The Contractor shall intimate to the Engineer/DFCCIL not less than 7 days in advance, the intended date of commencement of subcontractor's work.
 - (e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway/DFCCIL, with prior intimation to Chief Engineer/DFCCIL.
 - (f) The Contractor shall indemnify Railway/DFCCIL against any claim of subcontractor.
 - (g) The Contractor shall endeavour to resolve all matters and payments amicably and speedily with the subcontractor.

- (h) In addition to issuance of work experience certificate to Contractor, the Engineer/DFCCIL, 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.
- (i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- (ii) Further, in case Engineer/DFCCIL 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/DFCCIL. No claim of Contractor whatsoever on this account shall be entertained by the Railway/DFCCIL and this shall be deemed as 'excepted matter' (matter not arbitrable).
- (k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway/DFCCIL and shall not relieve the Contractor of any responsibility under the Contract.

8. Assistance by the Railway/DFCCIL for the Stores to be obtained by the Contractor:
- Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway/DFCCIL may have agreed without any liability therefore to endeavour to obtain or assist the contractor in obtaining the required quantities of such materials as may be specified in the tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the contractor shall not be deemed absolved of his own responsibility and shall keep in touch with day to day positions regarding their availability and accordingly adjust progress of works including employment of labour and the Railway/DFCCIL shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non-supply.

9. Deleted

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

11. Deleted

- 12. Representation on Works:-** The contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer/DFCCIL and orders given by the Engineer/ DFCCIL or the Engineer's/DFCCIL's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway/DFCCIL to **rescind the contract** under clause 62 of these conditions.
- 13. Relics and Treasures:-** All gold, silver, oil, other minerals of any description, all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the Railways/DFCCIL and the Contractor shall duly preserve the same to the satisfaction of the Railways/DFCCIL and shall from time to time deliver the same to such person or persons as the Railways/DFCCIL may appoint to receive the same.
- 14. Excavated material:-**The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, trees, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Railways/DFCCIL provided that the contractor may, with the permission of the Engineer/DFCCIL, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer/DFCCIL.
- 15. Indemnity by Contractors:** The Contractor shall indemnify and save harmless the Railway/DFCCIL from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways/DFCCIL by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditons shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- 16.(1) Security Deposit: -** The 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 Railway/DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount

guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

Further, in case of contracts having value equal to or more than ₹ 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 Railways/DFCCIL.

Note: After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.

16.(2)(i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51. (1) **and**
- (b) Execution of Final Supplementary Agreement or Certification by Engineer/DFCCIL that Railway/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.

16.(2)(ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with Railways/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.

16.(3) No interest shall be payable upon Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16. (4)(b) of this clause will be payable with interest accrued thereon

16.(4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

- (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 upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement.

However, a penal interest of 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 Railway/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 Railway/DFCCIL shall be entitled to forfeit dues payable against that contract and **action will also be taken in accordance with bid security declaration submitted by the tenderer in standard format “Form-27”**.

The failed contractor shall be debarred from participating in retender for that work.

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to **3%** of the contract value:
 - (i) Deleted
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Deleted
 - (iv) Deleted
 - (v) Deleted
 - (vi) Deleted
 - (vii) Deleted
 - (viii) Deleted
 - (ix) Deleted
 - (x) Deleted
 - (xi) Deleted
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance

Guarantee amounting to 3% (Three percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 3% (Three percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with Railways/DFCCIL, shall be returned to Contractor as per his request duly safeguarding the interest of Railways/DFCCIL.

- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with Railway/DFCCIL.
- (g) The Engineer/DFCCIL shall not make a 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 contract agreement) in the event of:
 - (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer/DFCCIL may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay Railway/DFCCIL any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer/DFCCIL.
 - (iii) The Contract being determined or rescinded under clause 62 of the GCC.
- (h) Deleted.

17. Force Majeure Clause:- If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer/DFCCIL as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to

the other party.

17-A Extension of time in Contracts:- Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) **Extension due to modification:-** If any modifications have been ordered which in the opinion of the Engineer/DFCCIL have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer/DFCCIL to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- (ii) **Extension for Delay not due to Railway/DFCCIL or Contractor:** If in the opinion of the Engineer/DFCCIL, the progress of work has any time been delayed by any act or neglect of Railway's/DFCCIL's employees or by other Contractor employed by the Railway/DFCCIL under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer/DFCCIL pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway/DFCCIL for which he shall have specially applied in writing to the Engineer/DFCCIL or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer/DFCCIL within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer/DFCCIL to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer/DFCCIL on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.
- (iii) **Extension for Delay due to Railways/DFCCIL:** In the event of any failure or delay by the Railway/DFCCIL to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway/DFCCIL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway/DFCCIL may grant such extension or extensions

of the completion date as may be considered reasonable.

17-B Extension of Time with Liquidated Damages (LD) for delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A, the Railway/DFCCIL may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (**Proforma at Form-14**) as the Engineer/DFCCIL may decide. On such extension the Railway/DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the following rates of the contract value of the works.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

S.No	Duration of extension of time under Clause 17-B	Rate of Liquidated Damages
(i)	Up to Twenty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	As decided by Engineer/DFCCIL, between 0.01% to 0.10% of contract value for each week or part of the week
(ii)	Above Twenty percent but upto Thirty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.20% of contract value for each week or part of the week
(iii)	Above Thirty percent but upto Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.30% of contract value for each week or part of the week
(iv)	Above Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.50% of contract value for each week or part of the week

Provided further, that if the Railway/DFCCIL is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway/DFCCIL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

- 17-C Bonus for Early Completion of Work:** In case of open tenders having value more than Rs 20 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either Railway/DFCCIL or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 3% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer/DFCCIL.
- 18.(1) Illegal Gratification:-** Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the Railway/DFCCIL, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway/DFCCIL shall, in addition to any criminal liability which he may incur, subject contractor to the ***rescission of the contract*** and all other contracts with the Railway/DFCCIL and to the payment of any loss or damage resulting from such decision and the Railway/DFCCIL shall be entitled to deduct the amounts so payable from the Contractor(s)/bills/security deposit or any other dues of contractor with Government of India/Railways/DFCCIL.
- 18.(2)** The contractor shall not lend or borrow from or have or enter into any monetary dealings and transactions either directly or indirectly with any employee of the Railway/DFCCIL and if he shall do so, the Railway/DFCCIL shall be entitled forthwith to **rescind the contract** and all other contracts with the Railway/DFCCIL. Any question or dispute as to the commission or any such offence or compensation payable to the Railway/DFCCIL under this clause shall be settled by the Chief General Manager/Noida of the Railway/DFCCIL, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

EXECUTION OF WORKS

- 19.(1) Contractor's understanding:-** It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

19.(2) Commencement of works: -The contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer/DFCCIL and shall proceed with the same with due expedition and without delay.

19.(3) Accepted Programme of work:- The contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (*in terms of labour and supervisors*) plant and machinery, that he intends to utilize (*from time to time*) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer/DFCCIL, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavour to fulfil this programme of work. The progress of work will be watched accordingly and the ***liquidated damages will be with reference to the overall completion date***. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

19.(4) Setting out of works: - The contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's/DFCCIL's representative and shall check these at frequent intervals. The contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's/DFCCIL's representative to check all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error shall appear or arise in any part of the work, the contractor, on being required so to do by the Engineer's/DFCCIL's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's/DFCCIL's representative.

Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work. The contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

20.(1) Compliance to Engineer's/DFCCIL instructions:-The Engineer/DFCCIL shall direct the order in which the several parts of the works shall be executed and the contractor shall execute without delay all orders given by the Engineer/DFCCIL from time to time but the contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

- 20.(2) Alterations to be authorized:** -No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer/DFCCIL. The contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer/DFCCIL.
- 20.(3) Extra works:** - Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or contractors or by other means at the option of the Railway/DFCCIL.
- 20.(4) Separate contracts in connection with works:** - The Railway/DFCCIL shall have the right to let other contracts in connection with the works. The contractor shall afford other contractors' reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the contractor's work depends for proper execution or result upon the work of another contractor(s), the contractor shall inspect and promptly report to the Engineer/DFCCIL any defects in such works that render it unsuitable for such proper execution and results. The contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.
- 21. Instruction of Engineer's/DFCCIL's Representative:** - Any instructions or approval given by the Engineer's/DFCCIL's representative to contractor in connection with the works shall bind the contractor as though it had been given by the Engineer/DFCCIL provided always as follows.
- (a) Failure of the Engineer's/DFCCIL's representative to disapprove any work or materials shall not prejudice, the power of the Engineer/DFCCIL thereafter to disapprove such work or material and to order the removal or breaking up thereof.
 - (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's/DFCCIL's representative, he shall be entitled to refer the matter to the Engineer/DFCCIL who shall there upon confirm or vary such decision.
- 22.(1) Adherence to specifications and drawings:** - The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer/DFCCIL, he shall bear all the costs arising or ensuing therefore and shall be responsible for all loss to the Railway/DFCCIL.
- 22.(2) Drawings and specifications of the works:** - The contractor shall keep one copy of drawings

and specifications at the site, in good order, and such contract documents as may be necessary available to the Engineer/DFCCIL or the Engineer's/DFCCIL's representative.

- 22.(3) Ownership of drawings and specifications:** - All drawings and specifications and copies thereof furnished by the Railways/DFCCIL to the Contractor are deemed to be the property of the Railways/DFCCIL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the contractor to the Railways/DFCCIL on completion of the work or termination of the contract.
- 22.(4) Compliance with Contractor's requests for details:** - The Engineer/DFCCIL shall furnish with reasonable promptness, after receipt by him of the contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawing and instructions shall be consistent with the contract Documents and reasonably inferable there from.
- 22.(5) Meaning and intent of specification and drawings:-** If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer/DFCCIL thereon shall be final subject to the appeal (*within 7 days of such decision being intimated to the contractor*) to the Chief Engineer/CGM who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.
- 23 Working during night:** - The contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer/DFCCIL. However, if the Engineer/DFCCIL is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.
- 24. Damage to Railway / DFCCIL property or private life and property:-**The contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway/DFCCIL or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway/ DFCCIL and this although all reasonable and proper precautions may have been taken by the contractor. In case the Railway /DFCCIL shall be called upon to make good any costs, loss or damages, or to pay an compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in

connection with legal proceedings, which the Railway / DFCCIL may incur in reference thereto, shall be charged to the contractor. The Railway / DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

25. Sheds, Stores houses and Yards:-The contractor shall at his own expense provide himself with sheds, stores houses and yards in such situations and in such numbers as in the opinion of the Engineer/DFCCIL is requisite for carrying on the works and the contractor shall keep at each such sheds, stores houses and yard a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer/DFCCIL and the Engineer's/DFCCIL's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plan which the Engineer/DFCCIL may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the contractor. The contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

26. Provision of efficient and competent Staff at work sites by the Contractor: -

26.1 The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.

26.2 The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer/DFCCIL and if and whenever required by the Engineer/DFCCIL, he shall submit a correct return showing the names of all staff and workmen employed by him.

26.3 In the event of the Engineer/DFCCIL being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour specified

by the Engineer/DFCCIL within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the Railways/DFCCIL to **rescind the contract** under clause 62 of these conditions.

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

- 26A.1** The contractor shall also employ Qualified Graduate Engineer(s) or equivalent, or Qualified Diploma Engineer(s), as prescribed in the tender documents.
- 26A.2** In case, the contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidity damages at the rates, as prescribed in the tender documents.
- 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 Conditions of Contract.

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

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

- (a) The removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) The substitution of proper and suitable materials, and
- (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefore, of any work which in respect of materials or workmanship; is not in his opinion in accordance with the specifications and in case of default on the part of the contractor in carrying out such order the Railway/DFCCIL shall be entitled to **rescind the contract** under clause 62 of these conditions.

- (d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.
- 28. Facilities for inspection:-** The contractor shall afford the Engineer/DFCCIL and the Engineer's/DFCCIL's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer/DFCCIL and the Engineer's/DFCCIL's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.
- 29. Examination of work before covering up:-** The contractor shall give 7 days' notice to the Engineer/DFCCIL or the Engineer's/DFCCIL's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer/DFCCIL or the Engineer's/DFCCIL's representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.
- 30. Temporary Works: -** All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Engineer/DFCCIL shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer/DFCCIL shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer/DFCCIL will cause them to be removed and cost as increased by supervision and other incidental charges ***shall be recovered from the contractor***. If temporary huts are provided by the contractor on the Railway/DFCCIL land for labour engaged by him for the execution of works, the contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the contractor's labour refuse to vacate, and have to be evicted by the Railway/DFCCIL necessary expenses incurred by the Railway/DFCCIL in connection therewith shall be borne by the contractor.
- 31.(1) Contractor to supply water for works: -** Unless otherwise provided in the contract, the contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

31.(2) Deleted

31.(3) Deleted

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

31.(4)(b) Deleted

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

33. (1) Deleted

33.(2) Deleted

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

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

- 34.(3) Provision of access to premises:-** During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall erect and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer/DFCCIL, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day if, so ordered by the Engineer/DFCCIL and with such vigour so that the traffic way be impeded for as short a time as possible.
- 34.(4) Safety of Public: -** The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or DFCCIL/Railway property and shall post such look out men as may in the opinion of the Engineer/DFCCIL, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading/partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer/DFCCIL may advise stoppage of work as per his discretion.
- 34.(5) Display Board: -** The contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m.
- 35. Use of Explosives:** Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer/DFCCIL and then also only in the manner and to the extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives. All operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the Railway/DFCCIL in respect thereof.
- 36.(1) Suspension of works:-** The Contractor shall on the order of the Engineer/DFCCIL, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer/DFCCIL may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer/DFCCIL. If such suspension is: -
- (a) Provided for in the contract, or
 - (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and/or
 - (c) Necessary for the safety of the works or any part thereof.

- 36.(2)** The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer/DFCCIL for reasons other than aforementioned and when each such period of suspensions exceeds 14 days, the contractor shall be entitled to such extension of time for completion of the work as the Engineers/DFCCIL may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer/DFCCIL may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.
- 36.(3) Suspension lasting more than 3 months:-** If the progress of the works or any part thereof is suspended on the order of the Engineer/DFCCIL for more than three months at a time, the Contractor may serve a written notice on the Engineer/DFCCIL requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the Railway/DFCCIL.
- 37. Rates for items of works:-** The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of the contract and the specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centring, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway/DFCCIL, the erection, maintenance and removal of all temporary works and, buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway/DFCCIL, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties of expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental

charges or contingencies as may have been specially provided for in the specifications.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India/DFCCIL.

38. Deleted

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

The assessment of rates for extra items shall be arrived at based on the prevailing rates and by taking guidance from the following documents in order of priority:

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

39.(2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of rates as aforesaid according to the rates as shall be fixed by the Engineer/DFCCIL. However, if the Contractor

is not satisfied with the decision of the Engineer/DFCCIL in this respect, he may appeal to the Chief Engineer/CGM within 30 days of getting the decision of the Engineer/DFCCIL, supported by analysis of the rates claimed. The Chief Engineer/CGM's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway/DFCCIL.

- 40.(1) Handing over of works:** - The Contractor shall be bound to hand over the works executed under the contract to the Railway/DFCCIL complete in all respects to the satisfaction of the Engineer/DFCCIL. The Engineer/DFCCIL shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer/DFCCIL shall determine from time to time, the date on which any particular section of the work shall have been completed, and the contractor shall be bound to observe any such determination of the Engineer/DFCCIL.
- 40.(2) Clearance of site on completion:** - On completion of works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer/DFCCIL. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer/DFCCIL at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer/DFCCIL to have the site cleared at the expenses of the Contractor, the Railway/DFCCIL shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be effected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer/DFCCIL.

Clause 40A: At the final stage of completion and commissioning of work, in case the contractor's failure is limited to only some of the works costing not more than 2% of the original contract value, and the Contractor request the Engineer/DFCCIL that such works may be offloaded from him and got executed through another agency and additional cost incurred, if any, should be recovered from his dues; the Engineer/DFCCIL on being convinced that the anticipated additional cost for such works will not be substantial and can be recovered from the dues of the contractor and that such offloading will help in completion and commissioning of work, may agree to such offloading without any adverse repercussion on the performance guarantee and security deposit of the Contractor. However, the Engineer/DFCCIL will not be under any compulsion to agree to such a request. Further, before issuing letter of acceptance to another agency for such work, the Contractor shall be informed of the rates at

which the work will be got executed and the Contractor should give his consent to do so and certify that he would have no future claim on this account and that the extra expenditure so incurred, if any, by the Engineer/DFCCIL in getting the offloaded work done, shall be recovered from subsequent Bills or any other dues of the Contractor. In case the Contractor fails to give such consent within three working days, the Engineer/DFCCIL may treat the same as not acceptable to Contractor and proceed accordingly. In any case, Railway/DFCCIL shall deduct 10% of cost of such work or Rs one lakh whichever is lower, from the Contractor's dues as administrative charges for the process of finalizing new agency for such work irrespective of whether or not such work is finally offloaded from Contractor or not.

VARIATIONS IN EXTENT OF CONTRACT

- 41. Modification to contract to be in writing: -** In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway/DFCCIL and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway/DFCCIL unless and until the same is incorporated in a formal instrument and signed by the Railway/DFCCIL and the Contractor, and till then the Railway/DFCCIL shall have the right to repudiate such arrangements.
- 42.(1) Powers of modification to contract:-** The Engineer on behalf of the Railway/DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- 42.(2)(i)** Unless otherwise specified in the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work.
- (ii) The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.
- (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be excuted at following rates:

- (a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- (b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid 96% of the rate awarded for that item in that particular tender;
- (c) Variation in quantity of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (d) Variation to quantities for Minor value item:

The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.

- (i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
- (i) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- (ii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rates irrespective of any variation.
- (vi) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

- 42.(3) Valuation of variations:-** The enlargements, extensions, diminution, reduction, alterations or additions referred to in sub-clause (2) of this clause shall in no degree affect the validity of the contract but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items / quantities of work falling outside the purview of the provisions of sub-clause (2) above shall be paid for at the rates determined under clause-39 of these conditions.

CLAIMS

- 43.(1) Quarterly Statement of Claims:** The Contractor shall prepare and furnish to the Engineer/DFCCIL once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer/DFCCIL which he has executed during the preceding ~~month~~ quarter and no claim for payment for such work will be considered which has not been included in such particulars.
- 43.(2) Signing of “No Claim” Certificate:-** The Contractor shall not be entitled to make any claim whatsoever against the Railway/DFCCIL under or by virtue of or arising out of this contract, nor shall the Railway/DFCCIL entertain or consider any such claim, if made by the Contractor, after he shall have signed a “No Claim” Certificate in favour of the Railway/DFCCIL in such form as shall be required by the Railway/DFCCIL after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by “No Claim” Certificate or demanding a clearance to arbitration in respect thereof.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

- 44. Quantities in schedule annexed to Contract: -** The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.
- 45.(i) Measurement of works by Railway/DFCCIL:-** The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39 of these conditions on the measurements taken by the Engineer/DFCCIL or the Engineer's/DFCCIL's representative in accordance with the rules prescribed for the purpose by the Railway/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/DFCCIL 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/DFCCIL or the Engineer’s/ DFCCIL’s representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measures. Failing the Contractor’s attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below: -

- (a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer/DFCCIL or the Engineer’s/DFCCIL’s representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- (b) If an objection raised by the Contractor is found by the Engineer/DFCCIL to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

45. (ii) Measurement of works by Contractor’s Authorized Representative (In case the Contract provides for the same)

- (a) The Contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the contractor’s authorized engineer in accordance with the rules prescribed for the purpose by Railways/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 above being taken as one; for items the unit of which in the accepted Schedule of Rates is single, the quantity shall be calculated to two places of decimals. Such measurements will be taken of the works 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/DFCCIL.

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 Contractor's adherence, the test check may be conducted in his absence and such test checks shall not, withstanding such absence be binding upon Contractor provided always that any objections made by Contractor to test check shall be duly investigated and considered in the manner set out below:

- (i) It shall be open to Contractor to take specific objections to test check of any recorded measurements within 7 days of date of such test checks. Any re-test check done by the concerned Railway's/DFCCIL's Authority in the presence of the Contractor or in his absence after due notice, given to him in consequent of objections 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.
 - (ii) If an objection raised by the Contractor is found by the Engineer/DFCCIL to be incorrect, the Contractor shall be liable to pay the actual expenses incurred in measurements.
 - (b) **Incorrect measurement/action to be taken:** If in case during test check or otherwise, it is detected by the Engineer/DFCCIL that Agency has claimed any exaggerated measurement or as claimed any false measurement for the work which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:
 - (i) On first occasion of noticing, exaggerated/false measurement, Engineer/DFCCIL shall impose a penalty of 10% of claimed gross bill value.
 - (ii) On any next occasion of noticing any exaggerated/false measurement, Railway/DFCCIL shall impose penalty of 15% of claimed gross bill value. In addition, the facility of recording of measurement by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurement shall be done by Railway/DFCCIL as per Clause-45(i) above.
- 46. (1) "On-Account" Payments:** - The Contractor shall be entitled to be paid from time to time by way of "One-Account" payment only for such works as in the opinion of the Engineer/DFCCIL he has executed in terms of the contract. All payments due on the Engineer's / DFCCIL's representative's certificates of measurements or Engineer's/DFCCIL'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 5% of the total value of the contract provided always that the Engineer/DFCCIL may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer/DFCCIL may withhold any certificate if the works or any part thereof

are not being carried out to his satisfaction.

- 46.(2) Rounding off amounts: -** The total amount due on each certificate shall be rounded off to the nearest rupee i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto Re. 1/- will be reckoned as Re. 1/-.
- 46.(3) On Account Payments not prejudicial to final settlement:-** “On- Account” payments made to the ‘Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as “Final Measurements” and as such have been signed by the Contractor Engineer’s/Engineer’s/DFCCIL Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.
- 46.(4) Manner of payment: -** Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.

46A PRICE VARIATION CLAUSE:*(Not applicable)*

46A.1 Deleted

46A.2 Deleted

46A.3 Deleted

46A.4 Deleted

46A.5 Deleted

46A.6 Deleted

46A.7 Deleted

46A.8 Deleted

46A.9 Deleted

46A.10 Deleted

- 47.0 Maintenance of works:-** The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer/DFCCIL or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer/DFCCIL be responsible for and effectively maintain and uphold in good

substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer/DFCCIL shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the contractor shall be liable for and shall pay and make good to the Railway/DFCCIL or other persons legally entitled thereto whenever required by the Engineer/DFCCIL so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

- 48.(1) Certificate of completion of works:-** As soon as in the opinion of the Engineer/DFCCIL, the works has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer/DFCCIL shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways/DFCCIL against the contract concerned.

The Engineer/DFCCIL may also issue such a certificate indicating date of completion with respect to any part of the work (*before the completion of the whole of work*), which has been both completed to the satisfaction of the Engineer/DFCCIL and occupied or used by the Railway/DFCCIL. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

- 48.(2) Contractor not absolved by completion Certificate:-** The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer/DFCCIL from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer/DFCCIL, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer/DFCCIL be amended and made good by the Contractor at his own cost: and in case of default on the part of Contractor the Engineer/DFCCIL may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

48.(3) Final Supplementary Agreement: After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway/DFCCIL as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of Form no. 20, the parties shall execute the Final Supplementary Agreement as per **Form No. 20**.

49. Approval only by maintenance Certificate: - No certificate other than maintenance certificate referred to in Clause 50 of the conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

50.(1) Maintenance Certificate: - The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer/DFCCIL stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to sub clause (2) Clause 48 of these conditions shall have been completed to the satisfaction of the Engineer/DFCCIL and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway/DFCCIL.

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than DyCPM, then a DyCPM or above level Officer (concerned with the work) should issue the Certificate. The Certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways/DFCCIL against the contract concerned.

50.(2) Cessation of Railway's/DFCCIL Liability: - The Railway/DFCCIL shall not be liable to the Contractor for any matter arising out of or in connection with the contract of the execution of the works unless the contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

50.(3) Unfulfilled Obligations:- Notwithstanding the issue of the Maintenance certificate the Contractor and (*subject to sub-clause 2 of this clause*) the Railway/DFCCIL shall remain liable for the fulfilment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations the contract shall be deemed to remain in force between the parties thereto.

51.(1) Final Payment:- On the Engineer's/DFCCIL certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer/DFCCIL or the Engineer's/DFCCIL representative's certified measurements or Engineer's/DFCCIL certified "Contractor's Authorized Engineer's measurements" of the total quantity of work executed by the contractor upto the date of completion and on the accepted schedule or rates and for extra works on rates determined under Clause 39 of these conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer/DFCCIL either a full account in detail of all claims he may have on the Railway/DFCCIL in respect of the works or having delivered "No Claim Certificate" and the Engineer/DFCCIL 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), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1)(i) to (xv) 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 Railway/DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

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

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

- (i) For a contract of more than one crore of rupees, the contractor shall, whenever required, produce or cause to be produced for examination by the Engineer/DFCCIL any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the engineer on the question of relevancy of any documents, information or return being final and binding in the parties).The contractor shall similarly produce vouchers; etc., if required to prove to the Engineer/DFCCIL, that materials supplied

by him, are in accordance with the specifications laid down in the contract.

- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the General Conditions of Contract), the Engineer/DFCCIL shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.
- (iii) The obligations imposed by sub clause (i) & (ii) above is without prejudice to the obligations of the contractor under any statute rules or orders binding on the contractor.

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

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

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

- (i) Any sum of money due and payable to the contractor (including the security deposit

returnable to him) under the contract may be withheld or retained by way of lien by the Railway/DFCCIL, against any claim of this or any other Railway/DFCCIL or any other Department of the Central Government in respect of a payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.

- (ii) However, recovery of claims of Railway/DFCCIL in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of DFCCIL/Railways' dues against the terminated contract.
- (iii) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Railway/DFCCIL will be kept withheld or retained as such by the Railway/DFCCIL till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by arbitration clause or by the competent court as the case may be and contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

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

LABOUR

54.0 Wages to Labour: - The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made there under in respect of any employees directly or through petty contractors

or subcontractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railway/DFCCIL whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway/DFCCIL such labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway/DFCCIL, such money shall be deemed to be moneys payable to the Railway/DFCCIL by the Contractor and on failure by the Contractor to repay the Railway/DFCCIL any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways/DFCCIL shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India or Railway/DFCCIL.

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

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

- 55. Provisions of payments of Wages Act:** - The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer/DFCCIL whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer/DFCCIL, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer/DFCCIL shall be deemed to be moneys payable by the Engineer/DFCCIL on behalf of the Contractor and the Engineer/DFCCIL may on failure of the Contractor to repay such money to the Railways/DFCCIL deduct the same from any moneys due to the Contractor in terms of the contract. The Railway/DFCCIL shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India or Railway/DFCCIL all moneys paid or payable by the Railway/DFCCIL by way of

compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer/DFCCIL upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

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

- 55A. (1)** The contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway/DFCCIL from and against any claims under the aforesaid Act and the Rules.
- 55A. (2)** The Contractor shall obtain a valid licence under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid licence until the completion of the work. Any failure to fulfil the requirement shall attract the penal provision of the Act.
- 55A. (3)** The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by him.
- 55A. (4)** In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- 55A. (5)** In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway/DFCCIL is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway/DFCCIL due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway/DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway/DFCCIL under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway/DFCCIL shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Railway/DFCCIL. The Railway/DFCCIL shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway/DFCCIL full security for all costs for which the Railway/DFCCIL might become liable in contesting such claim. The

decision of the Chief Engineer/Chief General Manager regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

55B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway/DFCCIL from and against any claims under the aforesaid Act and the Rules.

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

- (a) Contractor shall apply for one-time registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer/DFCCIL shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer/DFCCIL, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer/DFCCIL. Engineer/DFCCIL shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LoA by Engineer/DFCCIL, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

(ii) While processing payment of any 'On Account bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer/DFCCIL or Engineer's/DFCCIL representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year."

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

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

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

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

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

the Railway/ DFCCIL from and against any claims under the Mines Act, or the rules and regulations framed there under, by or on behalf of any persons employed by him or otherwise.

58.0 Railway/DFCCIL not to provide quarters for Contractors: - No quarters shall normally be provided by the Railway/DFCCIL for the accommodation of the contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway/DFCCIL discretion, recoveries shall be made at such rates as may be fixed by the Railway/DFCCIL for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.

59.(1) Labour Camps: - The contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty contractors or sub-contractors and for temporary crèche (*Bal-mandir*) where 50 or more women are employed at a time. Suitable sites on Railway/DFCCIL land, if available, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway/DFCCIL. All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.

59.(2) Compliance to rules for employment of labour:- The contractor(s) shall conform to all laws, by-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.

59.(3) Preservation of peace: - The contractor shall take requisite precautions and use his best endeavours to

(i) Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and

(ii) Security of property in the neighbourhood of the works. In the event of the Railway/DFCCIL requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the contractor and if paid by the Railway/DFCCIL shall be recoverable from the contractor.

59.(4) Sanitary Arrangements: - The contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer/DFCCIL, the Engineer's/DFCCIL Representative or the Medical staff of the Railway/DFCCIL. Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the

Railway/DFCCIL and the cost therefore recovered from the contractor.

- 59.(5) Outbreak of infectious disease:** - The contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer/DFCCIL or the Engineer's/DFCCIL representative on the advice of the Railway/DFCCIL Medical Authority. Should cholera, plague or other infectious disease break out, the contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on health sites as required by the Engineer/DFCCIL, failing which within the time specified in the Engineer's/DFCCIL requisition, the work may be done by the Railway/DFCCIL and the cost therefore recovered from the contractor.
- 59.(6) Deleted**
- 59.(7) Medical facilities at site:** - The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer/DFCCIL on the advice of the Railway/DFCCIL Medical Authority in relation to the strength of the Contractor's resident staff and workmen.
- 59.(8) Use of intoxicants:** - The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
- 59.(9) Restrictions On The Employment Of Retired Engineers Of Railway/DFCCIL Services Within one Year Of Their Retirement:** The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.
- 60.(1) Non-employment of labours below the age of 15:** - The Contractor shall not employ children below the age of 15 as labourers directly or through petty contractors or subcontractors for the execution of work.
- 60.(2) Medical Certificate of fitness for labour:** - It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (**Proforma at Form No. 15**) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the

person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

60.(3) Period of validity of medical fitness certificate:- A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so, required by the person concerned, state his reasons in writing for doing so.

60.(4) Medical re-examination of labourer:- Where any official appointed in this behalf by the Ministry of labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in the regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

EXPLANATIONS: -

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

DETERMINATION OF CONTRACT

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

therefore shall be conclusive evidence thereof.

61. (2) Payment on determination of contract: - Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways /DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer/DFCCIL. The Railway's/ DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.

61.(3) The contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

62.(1) Determination of contract owing to default of contractor: - If the Contractor should: -

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (*other than a voluntary liquidation for the purposes of amalgamation or reconstruction*), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer/DFCCIL, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to execute the contract documents in terms of Clause 1.3.7 of the Preamble and Instructions to Bidder in Part-I, Chapter-III of Tender Document.

- (x) Fails to submit the documents pertaining to identity of JV and PAN in terms of Clause 1.3.17.11 of Chapter-III, Part-I of Tender Document.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the Conditions, or
- (xiii) Fail to afford the Engineer/DFCCIL or Engineer's/DFCCIL representative proper facilities for inspecting the work or any part thereof as required under clause 28 of the conditions, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway/DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway/DFCCIL.
- (xv) Fail to adhere to the provisions specified in “**Preamble & Instructions to Tenderers**”, Part-I, Chapter-III of Tender Document or Provision of above Clause 59(9).
- (xvi) Submits copy of fake documents/certifications in support of credentials, submitted by the tenderer

Then and in any of the said Clause, the Engineer on behalf of the Railway/DFCCIL may serve the Contractor with a notice (**Proforma at Form no. 16**) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer/DFCCIL, the Railway/DFCCIL shall be entitled after giving 48 hours' notice (**Proforma at Form no. 17 or 17A, as the case may be**) in writing under the hand of the Engineer/DFCCIL to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (**Proforma at Form no. 18 or 18A, as the case may be**) should be issued.

Note: Engineer/DFCCIL at his discretion may resort to the part termination of contract with notices (**Proforma at Form no. 16, 17A and 18A**), only in cases where progress of work is more than or equal to 80% of the original scope of work.

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

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

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer/DFCCIL shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) In the contract which has been rescinded as a whole, the Security Deposit already with Railways/DFCCIL under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

- (c) In the contract rescinded in part or parts,
 - (i) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.
 - (ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of GCC.
 - (iii) The defaulting Contractor shall not be issued any completion certificate for the contract.
 - (iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
 - (v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

- (d) The Engineer/DFCCIL or the Engineer's/DFCCIL Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (e) The Engineer/DFCCIL shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer/DFCCIL should be released expeditiously.

SETTLEMENT OF DISPUTES

63.0 Conciliation of disputes: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the Chief Engineer/Chief General Manager(CGM)" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer/DFCCIL. Chief Engineer/Chief General Manager (CGM) shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor, "who shall be chosen from the list of empanelled Conciliators maintained by DFCCIL".

The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer/DFCCIL, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

63.1 Matters Finally Determined by the Railways/DFCCIL: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the CGM and the CGM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1) of Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway/DFCCIL Authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.

64. (1) Demand for Arbitration: -

64.1(i) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway/DFCCIL of any certificate to which the Contractor may claim to be entitled to, or if the Railway/DFCCIL fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

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

64.1(ii) (b) The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under **(Form No. 25)** of these conditions.

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

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

- 64.1(iii) (c)** The Railway/DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.
- 64.1(iii) (d) Place of Arbitration:** The place of arbitration would be within the geographical limits of the CGM Unit/DFCCIL where the cause of action arose or the Headquarters of the concerned CGM Unit/ DFCCIL or any other place with the written consent of both the parties.
- 64.1(iv)** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 64.1(v)** If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways/DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway/DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.
- 64.(2) Obligation During Pendency of Arbitration:** Work under the contract shall, unless otherwise directed by the Engineer/DFCCIL, continue during the arbitration proceedings, and no payment due or payable by the Railway/DFCCIL shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.
- 64.(3) Appointment of Arbitrator**
- 64.(3)(a)(i)** In cases where the total value of all claims in question added together does not exceed ₹ 1,50,00,000/- (Rupees One Crore Fifty Lakh), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be “Out of approved panel of Arbitrators in DFCCIL”. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by MD/DFCCIL.
- 64.(3)(a)(ii)(a)** In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Officials, as the Arbitrators. For this purpose, the DFCCIL will send a panel of more than Three (3) names of DFCCIL empanelled Arbitrators Officers which may include the name(s) of Officers empanelled to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for Arbitration is received by the MD/DFCCIL. Contractor will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as Contractor’s nominee within 30 days from the date of dispatch of the request by DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the Contractor’s nominee and will, also simultaneously appoint the second Arbitrator.

- (b) Third member, who will also act as the presiding member, will be appointed by mutual consent of the first two members from the list of empanelled Arbitrators. If these two members fail to reach an agreement on the third member then, on request by either or both parties, appointment will be made by the Managing Director/DFCCIL.
 - (c) The tribunal shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the conciliator/s relevant to the dispute.
 - (d) Neither party shall be limited in the proceedings before the tribunal to the evidence or arguments previously put before the conciliator/s to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction.
 - (e) Arbitration may be commenced prior to or after completion of the works. The obligations of the Parties, the Engineer and the conciliator/s shall not be altered by reason of any arbitration being conducted during the progress of the Works.
- 64.(3)(a)(iii)** If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD/DFCCIL fails to act without undue delay, the MD/DFCCIL shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).
- 64.(3)(b)(i):(a)** The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.
- (b) Before proceedings into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute(s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.
- 64.3(c)(i):** The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.

- 64.3(c)(ii):** A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.
- 64.3(c)(iii):** A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 64.(4):** In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 64.(5):** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 64.(6):** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway/DFCCIL from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at “**Form No. 25**” to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board/DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration/DFCCIL or by the court of law unless specifically directed by Hon’ble court otherwise on the matter.
- 64.(7)** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

PART-I

CHAPTER-V

SPECIAL CONDITIONS OF CONTRACT

PART-I

CHAPTER-V

SPECIAL CONDITIONS OF CONTRACT

Note: The Special Conditions of contract (SCC) should be read in conjunction with the General Conditions of Contract (GCC). However, if there is any provision in the GCC, which is at variance with the provisions in SCC, the provisions in the Special Conditions of Contract (SCC) shall take precedence.

1.0 DEFINITION AND INTERPRETATIONS.

In the contract documents, the following terms shall have the meanings herein assigned to them except where the contract otherwise requires:

“Chief General Manager” shall mean the officer-in-charge of the general superintendence and control of the unit and shall also include General Manager/Electrical and shall mean and include their successors.

A "day" shall mean a day of 24 hours from midnight to mid night irrespective of the number of hours worked in that day.

A "week" shall mean seven days without regard to the number of hours worked on any day in that week.

A “month” shall mean gregorian calendar month irrespective of the number of hours worked on any day in that month.

“Contract” shall mean and include the agreement of work order, the accepted schedule of rates or the schedule or rates of railway modified by the tender percentage for items of works quantified, or not quantified, the standard general conditions of contract, the special conditions of contracts, if any; the drawing, the specifications, the special specifications, if any and tender forms, if any.

Singular and Plural: words importing the singular number shall also include the plural and vice versa where the context requires.

2.0 General

The special conditions of contract, shall be part of "contract documents" and the contractor shall satisfy himself/themselves in every respect as to the true intent and meaning of these contract documents and to the nature, extent and quality of the work required to be executed as no claim whatsoever arising through any misunderstanding of the intention, or the meaning of any of the terms or expressions in these contract documents, shall be entertained after the submission of the tender. The work shall be executed in conformity with the tender documents such as the standard general conditions of contract – 2020, special conditions & special specifications mentioned in the contract, Indian Electricity Rules and other relevant IR/IS specifications.

3.0 Deviation: (Nil)

4.0 Intent of plans, specification and contract documents:

The work to be carried out under this contract shall, except as otherwise provided in these conditions, include all labour, materials, construction plant, equipment and transport which may be required in preparation of and for the full and entire execution and successful completion of the works. the description given in the schedule of works shall, unless otherwise stated, be held to include carriage and cartage, carrying and hoisting, setting, fitting and fixing in position and all other labour, necessary in and for the full and entire execution and successful completion of the works as aforesaid in accordance with good practice and recognized principles and any urgent and temporary works fully contingent upon the works.

- 4.1 The bidder shall be responsible for complete execution of the work under the scope of tender specification. All those materials not appearing in the price schedule but are required to complete the work on totality shall have to be arranged by the contractor at his own cost. Similarly, any work/activity not specifically indicated but is required for systematic execution of job shall also be carried out by the contractor without any extra cost to DFCCIL.
- 4.2 The contractor shall arrange proper storage sheds/ Yards for safe upkeep of the materials/ equipment's supplied by him. The Contractor shall be responsible for security of all material till handover of the line to PVVNL/DFCCIL.
- 4.3 The quantity of the equipment / material appearing in the price schedule /BOQ are tentative. The contractor shall carry out survey of the proposed route and submit drawing of the proposed line along with BOQ for approval of Engineer/PVVNL.
- 4.4 The terms and condition mentioned in PVVNL letter no. 5696 dated 08.10.2020 (Appended in Technical Specification, Part-II of Tender document) for self -execution of the work by DFCCIL have to be complied by the Contractor during execution of the work.
- 4.5 The contractor has to do liaisoning with PVVNL, Noida Authority, Electrical Safety directorate or any other Govt. department for taking various approvals before/during or after execution of the work till charging and handing over the line to PVVNL. **However any statutory fee/ charges payable to these departments shall be paid by DFCCIL directly.**

5.0 PRIORITY OF DOCUMENTS

Where there is any conflict between the various documents in the Contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- a. Agreement
- b. Letter of Acceptance of Tender
- c. Preamble and General Instructions to the Tenderers
- d. Special Conditions of the Contract
- e. General Conditions of Contract

- f. Technical Specifications
- g. Description of items as given in “Schedule of Prices”.

6.0 INDEMNITY BY THE CONTRACTOR

6.1 Indemnity against all actions of Contractor

The Contractor shall hold and save harmless and indemnify the Client/Employer/Engineer and their employees, from all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought against or recovered from the Client/Employer/Engineer and their employees by reason of any act or omission of the Contractor and/or his representative and/or his Employees and/or his sub-contractors in the execution of the works or in the guarding of the same. All the sums payable by Client/Employer/ Engineer by way of compensation under any of these conditions shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

6.2 Indemnity against all Claims of Patent rights and Royalties

The Contractor shall hold and save harmless and indemnify the Client/Employer/Engineer, his officers and Employees from and against all claims and proceedings for or on account of infringement by the Contractor of copyright, any patent rights, design, trademark or name, secret process, patented or un-patented invention, articles or appliances manufactured or used for or in connection with the works and from and against all claims, proceedings, costs, damages, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all royalties, taxes, rent and other payments or compensation, if any, for getting the materials required for the works and due fulfillment of the contract and indemnify Client/Employer/Engineer against any claims in this regard.

6.3 Damage to Life and Property

The Contractor shall be responsible for all risks to works, nearby existing structures and life of his supervisors and workmen as also those of Employer/Client or any trespassers from whatever cause in connection with the works until these are taken over by Client/Employer/Engineer. The Contractor shall make good at his own expenses all loss or damages to life and property.

Contractor has to carry out the work very carefully so as not to damage other nearby underground/ overhead lines or other installations coming in the approved route of the proposed line. If any such damage to other utilities/ installations is done by the contractor, the same has to be made good by him at his own cost to the satisfaction of the owner of such utilities/ installations. No extra payment shall be made by DFCCIL for this.

7.0 PRICES

7.1 Rate quoted in the financial offer (financial bid) shall be firm and fixed. No price variation will be allowed on any account during the entire period of Contract.

7.2 Rates quoted shall be firm & inclusive of all taxes and duties leviable except GST. Rates shall also include transportation of material, transit insurance, e-way bill, loading, unloading, lifting/handling of material, insurance of material at site & workers, liaisoning with PVVNL,

Noida Authority, Electrical Inspector and any other Govt. department, banker charges and other incidental charges. GST as applicable shall be paid extra on the BOQ item rates.

8.0 VARIATIONS :

The quantities of various items mentioned in the BOQ are tentative and may change as per requirement during execution of work. The contractor shall submit layout drawing and bill of quantity of the work for approval of Engineer. Due to this the contract value may also change. The variation in the contract shall be governed by Para 42 of GCC.

9.0 PERIOD OF COMPLETION OF WORK:

Period of completion shall be **09 months** from the date of issue of Letter of Acceptance.

10.0 MEASUREMENTS

The Contractor shall be paid for the works at rates in the accepted Schedule of Rate & Quantities. The measurement shall be taken by the Engineer or his representative in the presence of the Contractor or his authorized representative.

11.0 WARRANTY (Defect Liability Period):

Warranty (Defect Liability Period) of complete work including all materials shall be **18 months** from the date of commissioning / handover of line to PVVNL. During this period, any failure of the line shall be attended and defective material replaced free of cost by the Contractor.

However material required for repairing cutting of cable/ other damages caused by outside agencies shall either be provided by DFCCIL or cost of same reimbursed to the Contractor. Cost of such material shall be recovered from agencies responsible for cutting of cable/ other damages.

12.0 TERMS OF PAYMENT

Payment of 'On Account' bills shall be arranged as follows:

12.1 Payment for Supply of Major Items:

70% of the item price shall be paid on receipt of following materials at site :-

- a. Steel tubular Poles
- b. HT Cable
- c. Cable Jointing Kit
- d. HDPE Pipe

The Payment against receipt of above items at site shall be made after successful inspection, due certification by Engineer-In-Charge and on submission of following documents:

- a. Suppliers delivery challan,
- b. Contractors material receipt note
- c. Suitable Indemnity Bond to safeguard DFCCIL's interest

12.2 Payment for Installation:

15% of the item price for items mentioned in para 12.1 shall be paid after successful installation and due certification by the Engineer-In-Charge. **For other items 85% payment shall be made after supply and installation.**

12.3 Payment for Testing & Commissioning:

15% of the item price for all items of the work shall be paid after successful testing & commissioning of the works and on issue of provisional acceptance letter and due certification by the Engineer-In-Charge. This includes charging of line on 33 KV and handing over of the same to PVVNL.

13.0 Insurance

Before commencing of works, it shall be obligatory for the contractor to obtain, *at his own cost, insurance cover* in the *joint name of the Contractor and Employer (DFCCIL)* from reputed companies for the following requirements:

- a. Contractor's All Risk (CAR) Policy.
- b. Liability for death of or injury to any person or loss or damage to any property (other than the work) arising out the performance of the contract.
- c. Construction Plant, Machinery and Equipment brought to site by the Contractor.
- d. Workmen Compensation Policy.
- e. Any other insurance cover as may be required by the law of the land.
- f. The Contractor, if required, will engage a suitable engineer to liaise with Insurer Company in the interest of realization of insurance claims at no cost to Employer.
- g. Contractor/Insurance Company shall have to indemnify DFCCIL for all losses. Claims if any given by insurance company to be given directly to DFCCIL. Decision of DFCCIL will be binding on Contractor to distribute claim in part or full.

All insurance covers referred to in the Contract shall be effected with an Indian Insurance Company incorporated and registered in India.

14.0 FIRE EXTINGUISHERS

The contractor shall at his own expenses provide at suitable, prominent and easily accessible places, requisite number of fire extinguishers and buckets, some filled with sand and some with water.

15.0 QUALITY CONTROL

The Contractor shall submit to the DFCCIL a comprehensive quality approval plan for all materials, equipment's and things to be provided under the contract. No material or equipment shall be dispatched by the manufacture or vendor or brought to site by the Contractor until the quality of the material or equipment has been established through inspection and tests or through test certificates furnished by the manufacturer. In case the DFCCIL accepts such test certificates as sufficient proof that the material or equipment conforms to the contract document, he shall accord his approval for the dispatch of materials or equipment.

16.0 QUALITY OF MATERIALS AND WORKMANSHIP

16.1 All materials and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the instructions and directions of the DFCCIL and shall be subjected from time to time, to such test as the DFCCIL may direct at the place of manufacture or fabrication or on the site or at such other places as may be directed. The Contractor shall execute the whole and every parts of the works in the substantial and workmen like manner, both as regards to materials and workmanship, and in every respect in strict accordance with the contract documents and in compliance with the applicable government laws, ordinance, statues, codes, rules and regulations. The Contractor shall also conform exactly and faithfully to the designs, drawings and instructions in writing of the DFCCIL.

16.2 The designs and drawings shall have the prior approval of the Engineer in Charge before commencement of the work.

Make, Specification and quantity shall be got approved from Engineer in Charge before procurement. Inspection of material shall be carried out at Factory/Site as provided in technical specifications/industry practice.

17.0 CONTRACTOR'S SUPERVISION

17.1 The contractor shall provide all necessary supervision during the execution of the works and the guarantee period for the proper fulfilment of the Contractor's obligations under the contract documents.

17.2 The Contractor shall employ for the execution of the works — such technical persons as are qualified and experienced and such representatives, foremen and supervisory staff as are competent to supervise on the works and in the course of any operations carried out by him for the purpose of completing any outstanding work or rectification of defects during the Guarantee Period.

17.3 The supervisors deployed can be demobilized on instructions of DFCCIL, if not found fit for the job.

17.4 Any material rejected by DFCCIL shall be removed from site within 7 days by the contractor at his own cost.

18.0 Technical Staff:

The contractor shall submit the list of engineers / technical staff with charter of duties / responsibilities of each one related to execution of the work within 30 days of issue of Letter of Acceptance and deploy the same at work site according to progress of work as decided by Engineer/DFCCIL. The minimum desired technical manpower for the Project is given below:

Requirement of technical representative(s)				
S.No.	Minimum Qualification of Technical Representative	Designation of Technical Staff	Minimum relevant experience	Number
1.	Graduate Engineer	Project Manager	10 years	1 No.
2.	Graduate Engineer or Diploma Engineer	Project/Site Engineer	5 Years or 10 Years respectively	1 No.

19.0 Pollution Control:

The work is to be done by the contractor by placing a barricade at the work site and it is mandatory to mark the name of the contractor, the name of the contract and the details related to the contract on the barricade.

According to NGT norms, green mat is to be used and water sprayed around the excavation by the contractor. It is mandatory to follow the instructions issued by NGT and District Administration from time to time. On non-compliance of the instructions of NGT or any other authority, if any fine is imposed, the same shall be deposited by the contractor promptly.

In future, if any suit is generated by NGT or pollution control board, the same shall be answered by the contractor only.

The contractor shall have no claim to DFCCIL on this account.

PART – II

TECHNICAL SPECIFICATIONS AND MAKE LIST

PART-II

TECHNICAL SPECIFICATION & MAKE

Technical Specification, GTP and drawings of all items covered in this Tender shall be as per PVVNL guidelines. These shall be got approved from PVVNL through DFCCIL by the Contractor before ordering of material. The inspection of material shall be done by authorised representative of PVVNL. DFCCIL may also send its representative for witnessing the Inspection. Tenderer may approach the office of XEN/EUDD-3/PVVNL, Sector 16 A, Noida to get Technical Specification & GTP of various items included in the tender, if they desire.

The Make of items shall be as per approved vendors/ make list of PVVNL. Offered make should be of proven quality. However make of HT Cable and Jointing Kit shall be as below only:-

S. No.	Item	Make
1.	33 KV HT XLPE Cable	KEI, Universal, Havells, Polycab, L.S Cables
2.	Cable Jointing Kit	Raychem RPG, 3M

The work has to be executed by the contractor as per the instructions and guidelines of PVVNL and NOIDA Authority.

XEN/EUDD-3/PVVNL's letter no. 5696 dated 08.10.2020 containing terms and conditions for execution of the work under self-execution scheme including approval of make, specification, GTP, Inspection etc. is appended below for guidance of and compliance by the contractor.



कार्यालय अधिशासी अभियन्ता
विद्युत नगरीय वितरण खण्ड-तृतीय,
33/11 के.वी. विद्युत उपकेन्द्र, सेक्टर-16,

नौएडा (गौतमबुद्धनगर)

पत्रांक : 5698 / वि०न०वि०ख०-प्र०/नौ०

दिनांक : 21/10/2020

विषय M/s DFFCIL, Indian Railway, Corporate Office Complex, Sector-45, Near Metro Station Sector-146, Noida हेतु कराये जाने वाले कार्य को 08 प्रतिशत सुपरविजन स्कीम के अन्तर्गत कराये जाने की अनुमति के सम्बन्ध में।

M/s DFFCIL, Indian Railway,
Corporate Office Complex,
Sector-45, Noida

DATE RECEIVED : 15-10-2020
DIARY NO. : 27697
RECEIVED BY : Shamsuddin
SIGNATURE : Shams

कृपया उपरोक्त आपने आपके परिसर पर New Connection under HV-1 Sention Load 13500 KVA at L.T. for M/s DFFCIL, Indian Railway, Corporate Office Complex, Sector-45, Near Metro Station Sector-146, Noida Vide Sanctioned No. 5515/ Ex. Engg. EUDD-III, Noida Dated 26.09.2020 के हेतु कराये जाने वाले कार्य का

व्यय सामग्री सहित कार्य कराये जाने की अनुमति चाही है। विद्युत आपूर्ति सहिता 2005 के तीसरे संशोधन के प्रस्तर 4.6(ई) एवं प्रस्तर 4.9 एवं उ०प्र०पा०का०लि० के पत्रांक 1404/कार्य/चौदह/पाकालि/2010/3के०वी०/95 दिनांक 11.11.2010 में दिये गये प्राविधानों के तहत पूर्ण जमा योजना के अन्तर्गत स्वीकृत प्राक्कलन की कुल धनराशि का 15 प्रतिशत सुपरविजन चार्ज उपभोक्ता से जमा कराने एवं आवश्यक लाईन हेतु सामग्री/उपकरणों को इकाई द्वारा स्वयं अपनी लागत पर क्रय करने तथा उनकी स्थापना कराने एवं लाईन निर्माण आदि का कार्य अनुभवी क्लॉस-ए कन्ट्रैक्टर लाईसेन्सड इलैक्ट्रिकल कान्ट्रैक्टर से कराने की अनुमति एतद् द्वारा निम्न प्रतिबन्धों के साथ प्रदान की जाती है। उपरोक्त अनुमति निम्न भातों/प्रतिबन्धों के साथ प्रदान की जाती है:-

- लाईन कार्य एवं उसमें प्रयुक्त होने वाली भण्डार सामग्री क्रय हेतु निम्न आदेशों के अनुपालन सुनिश्चित किया जाये:-
क. 548-कार्य/चौदह/राविप/98-के०वी०/95 दिनांक 24.04.1998।
ख. 757-कार्य/चौदह/राविप/2001-के०वी०/95 दिनांक 28.06.2001।
ग. 308-कार्य/चौदह/राविप/98-के०वी०/95 दिनांक 13.03.2001।
घ. 385-कार्य/चौदह/राविप/98-के०वी०/95 दिनांक 13.03.2002।
ड. प्रबन्ध निदेशक पश्चिमांचल विद्युत वितरण निगम लि० विक्टोरिया पार्क मेरठ के ज्ञाप संख्या 1515/प०वि०वि०लि०/ इक्वेटर/विद्युतीकरण दिनांक 29.09.2003।
च. प्रबन्ध निदेशक पश्चिमांचल विद्युत वितरण निगम लि० विक्टोरिया पार्क मेरठ ज्ञाप संख्या 998-प०वि०वि०लि०/में/वा०/ कास्ट/डाटा बुक दिनांक 13.02.2009।
छ. प्रबन्ध निदेशक पश्चिमांचल विद्युत वितरण निगम लि० विक्टोरिया पार्क मेरठ के कार्यालय ज्ञाप संख्या- 9641/प्रानि/पविपिनि लि/मेरठ/तक०/दिनांक 10.03.2014।
- उपभोक्ता को स्वीकृत प्राक्कलन की राशि का 08 प्रतिशत सुपरविजन चार्ज कार्य आरम्भ करने से पूर्व सम्बन्धित वितरण खण्ड नौएडा में डिमाण्ड ड्राफ्ट अधिशासी अभियन्ता विद्युत नगरीय वितरण खण्ड- तृतीय, नौएडा के नाम देय हो, के माध्यम से जमा कराने होंगे तथा निगम द्वारा बनाये गये प्राक्कलन के आधार पर ही सुपरविजन चार्ज देय होंगे।
- समस्त लाईन निर्माण कार्य सामग्री व उपकरणों का क्रय व स्थापना इकाई द्वारा अपनी लागत पर किया जायेगा।
- इनर्जी मीटर की आपूर्ति निगम द्वारा की जायेगी जिसकी पूर्ण लागत नियमानुसार उपभोक्ता से चाज की जायेगी।
- किसी भी परिस्थिति में उपभोक्ता द्वारा 11 केवी मीटरिंग क्यूबिकल 11 केवी वी०सी०वी० एवं मीटरिंग उपकरणों आदि का क्रय नहीं किया जायेगा। यह सभी सामग्री विभाग द्वारा ही क्रय की जायेगी। उपभोक्ता से इसकी धनराशि जमा करायी जायेगी।
- लाईन निर्माण हेतु प्रयुक्त आवश्यक सामग्री व उपकरण मुख्य निर्माता अथवा उनके सोलसेलिंग एजेंट अथवा एक्जेटिड प्रतिनिधि से क्रय की जायेगी जो रेस्पो तथा आई०एस०आई०/निगम मानकों को पूर्ण करता हो तथा बिक्री कर, आयकर व वैट नियमों क अधीन पंजीकृत हो। आपको सामग्री क्रय करने से पूर्व सम्बन्धित सामग्री की जी०टी०पी० इस कार्यालय के माध्यम से स्वीकृत कराना अनिवार्य होगा उसके पश्चात् ही उस सामग्री का क्रय निर्माता कम्पनी अथवा उसके अधिकृत विक्रेता से लिये जाने की अनुमति प्रदान की जायेगी।
- क्रय की सामग्री व उपकरणों का मूल क्रय पत्र/बीजक इकाई द्वारा सम्बन्धित अधिशासी अभियन्ता के कार्यालय में जमा कराना होगा।
- निर्माण कार्य में उपयोग किये जाने वाले उपकरणों/सामग्री का टाईप टेस्ट सर्टिफिकेट इकाई को प्रस्तुत करना होगा। इसके साथ ही उपभोक्ता किये जाने वाले उपकरणों/सामग्री का रूटीन टेस्ट सर्टिफिकेट भी उपलब्ध करायेगा अन्यथा की स्थिति में भार अवमुक्त नहीं किया जायेगा।
- लाईन निर्माण में प्रयुक्त सामग्री/पूर्ण किये गये कार्य में कमिशनिंग की तिथि से 18 माह तक किसी भी प्रकार का व्यवधान आने पर सामग्री को बदलने तथा पुनः लाईन का चालू कराने का दायित्व आपके इकाई का होगा। वितरण परिवर्तकों के सम्बन्ध में यह अवधि 18 माह के स्थान पर 36 माह होगी। इसका प्रमाण पत्र सम्बन्धित खण्ड का उपलब्ध कराया जायेगा।
- अनुमोदित ड्राइंग व ले आउट के अनुसार कार्य प्रयोग होने वाली सामग्री के स्पेसिफिकेशन पी०वी०वी०एन०एल० निर्धारित मानकों के अनुरूप जी०टी०पी० का अनुमोदन सम्बन्धित अधिशासी अभियन्ता द्वारा अनुमोदित किये जायेंगे व उपभोक्ता द्वारा क्रय की सामग्री की इनवायस अधिशासी अभियन्ता को उपलब्ध करायेगी।

11. सम्पूर्ण सामग्री की गुणवत्ता एवं कार्य की गुणवत्ता की पुष्टि अधीक्षण अभियन्ता विद्युत नगरीय वितरण मण्डल नोएडा द्वारा नामित समिति जिसमें अधिशासी अभियन्ता स्तर से कम का अधिकारी नहीं होगा, द्वारा परीक्षणोपरान्त की जायेगी।
12. लाईन का निर्माण तथा उपकरणों की स्थापना 'ए' क्लास पंजीकृत ठेकेदार द्वारा की जायेगी जिसका पंजीकरण संख्या जो निगम अथवा किसी अन्य राज्य निर्माण इकाई में पंजीकृत हो, इकाई को सम्बन्धित अधिशासी अभियन्ता को उपलब्ध कराना होगा।
13. निर्मित विद्युत लाईन व उपस्थान तथा अन्य उपकरणों की स्थापना आदि का नियमानुसार इलैक्ट्रिकल निरीक्षक विद्युत सुरक्षा निदेशालय उ०प्र० सरकार से निरीक्षण कराने का उत्तरदायित्व इकाई को होगा एवं निरीक्षण कार्य तथा कार्य पूरक प्रमाण पत्र जारी होने के उपरान्त ही निगम द्वारा अधिग्रहण किया जायेगा तथा तदोपरान्त लाईन का ऊर्जाकरण व हस्तान्तरण की अनुमति प्रदान की जायेगी।
14. निरीक्षण एवं परीक्षण से सम्बन्धित प्रबन्ध निदेशक प०वि०वि०नि०लि० के कार्यालय ज्ञाप संख्या 1030/प०वि०वि०नि०लि०-मे०/इक्वेटर(सी) तद दिनांक 14.06.2010 एवं 1688/प०वि०वि०नि०लि०-मे०/इक्वेटर(सी) तद दिनांक 13.09.2010 का अनुपालन भी सुनिश्चित किया जाये।
15. केवल लाईन निर्माण की स्थिति में 500 मीटर अथवा उससे अधिक लम्बी लाईन के लिये ही उक्त अनुमति प्रदान की जायेगी।
16. किसी भी परिस्थिति में आवेदनकर्ता/विकासकर्ता द्वारा मीटरिंग क्यूबिकल एवं मीटरिंग उपकरण आदि क्रय नहीं किए जायेंगे। यह सभी सामग्री विभाग द्वारा ही क्रय की जायेगी। इस प्रक्रिया में विचलन केवल मुख्य अभियन्ता की सुस्पष्ट संस्तुति पर प्रबन्ध निदेशक/निदेशक (तक०) के अनुमोदनोपरान्त ही सम्भव होगा।
17. विद्युत तंत्र/आवश्यक लाईन के निर्माण हेतु कार्य में प्रयोग होने वाली सामग्री का क्रय, प्रबन्ध निदेशक कार्यालय के सामग्री प्रबंधन अनुभाग के द्वारा वर्तमान वर्ष में अनुमोदित मेक, तकनीकी विशिष्टीकरण/जी०टी०पी० के अनुसार ही कराया जायेगा।
18. इस कार्य में प्रयोग परिवर्तक निगम के विशिष्टीकरण के अनुरूप/स्वीकृत जी०टी०पी० के अनुसार होंगे तथा 3 स्टार रेटिंग/एनर्जी इफेसिएंस परिवर्तकों का ही प्रयोग किया जायेगा। परिवर्तकों की गारन्टी अवधि 3 वर्ष की होगी जिसके लिए आपको परिवर्तकों की वास्तविक कीमत का 10 प्रतिशत बैंक गारन्टी के रूप में अधिशासी अभियन्ता विद्युत वितरण खण्ड के कार्यालय में जमा करानी होगी।
19. लाईन निर्माण में प्रयुक्त सामग्री/पूर्ण किए गए कार्य में कमिशनिंग की तिथि 18 माह तक किसी भी प्रकार का व्यवधान आने पर सामग्री के बदलने तथा पुनः लाईन को चालू कराने का दायित्व विकासकर्ता का होगा।
20. स्थापित किये जाने से पूर्व प्रत्येक परिवर्तक के नो लोड एवं लोड लॉसेज सपीपथ भण्डार केन्द्र पर चैक करके सम्बन्धित उपखण्ड अधिकारी एवं सहायक अभियन्ता (भण्डार) द्वारा संयुक्त रूप से सत्यापित किये जायेंगे।
21. कार्य में प्रयुक्त सामग्री का ग्री-डिस्पैच निरीक्षण एवं साइट पर सामग्री का सत्यापन एवं कार्य की गुणवत्ता का निरीक्षण प्रबन्ध निदेशक महोदय के कार्यालय ज्ञापों में निहित प्रावधानों के तहत सुनिश्चित कराना होगा।
22. अन्य विकल्पों के रूप में अण्डरग्राउण्ड विद्युतीकरण हेतु प्रत्येक 400/250 के०वी०ए० परिवर्तक पर एल०टी० प्रोटक्शन के लिए 02 नग 800/400 एम्पीयर की एल०टी० ए०सी०बी० लगानी आवश्यक होगी। एल०टी० ए०सी०बी० से 3.5x400/3.5x240 sq.mm. का डबल सर्किट (2 केबिल) मेन फीडर पिलर तक प्रस्तावित किए जाने चाहिए। उक्त के अतिरिक्त मेन फीडर पिलर से सभी सबफीडर पिलर डबल केबिल के द्वारा जोड़े जाने चाहिए एवं एल०टी० सप्लाई सुनिश्चित करने हेतु मेन फीडर पिलर से निकलने वाले सभी सबफीडर पिलर एक दूसरे से भी जोड़े जाने चाहिए।
23. सम्बन्धित कार्य के पूर्ण होने के उपरान्त सम्बन्धित अधिशासी अभियन्ता द्वारा कार्य का एग्जीक्यूटेड एस्टीमेट स्वीकृत किया जायेगा एवं तदनुसार संशोधित सुपरविजन चार्ज यदि कोई देय हो तो विकासकर्ता द्वारा जमा कराना होगा।
24. सम्बन्धित कार्य/सामग्री के अधिग्रहण (Take Over) के समय अधिशासी अभियन्ता/उपखण्ड अधिकारी स्वीकृत एग्जीक्यूटेड एस्टीमेट के अनुसार (BOQ) लाईन चार्ज, क्रय की गयी सामग्री व उपकरणों का मूल क्रय पत्र/बीजक विकासकर्ता से लेना सुनिश्चित करेंगे एवं यह प्रमाण पत्र निर्गत करेंगे कि उनके द्वारा सभी प्रपत्र एवं स्वयं स्थूल निरीक्षण कर लिया गया है। कार्य की गुणवत्ता प्रयोज्य सामग्री मानकों के अनुरूप सही पायी गयी है।
25. सम्बन्धित अवर अभियन्ता के द्वारा उपरोक्त एग्जीक्यूटेड एस्टीमेट के अनुसार Bill of Quantity (BOQ) का मैजरमैन्ट बुक पर मैजरमैन्ट अंकित किया जायेगा एवं उक्त सामग्री को मासिक स्टॉक एकाउन्ट में लिया जाना होगा एवं उक्त सामग्री को सम्बन्धित बर्क्स पर इश्यू करना होगा इस प्रकार लगायी गयी समस्त सामग्री निगम का Asset हो जायेगी। अवर अभियन्ता द्वारा लेखों में सम्बन्धवहारी की प्रतिविष्टि निम्न प्रकार से की जायेगी।
For the Material/BOQ taken on MB as per executed estimates.
Material stock adjustment (Capital) A/c AG 22.51----Debit
Deposit work AG 47---- Credit
Material को बर्क पर Issue करने के लिए
Deposit Work (Work in progress) AG 22.51----Debit
Material Issue (Capital) AG 22.30----Credit
26. कार्य का अधिग्रहण करने के पश्चात् सम्बन्धित उपखण्ड अधिकारी का दायित्व होगा कि वह लगाए गए समस्त परिवर्तकों का पूर्ण विवरण एवं उनके ऊर्जाकरण की तिथि सम्बन्धित अधिशासी अभियन्ता, भण्डार को सूचित करें ताकि परिवर्तकों की गारन्टी अवधि का रिकार्ड रखा जा सके। खण्ड कार्यालय में भी ऐसे समस्त परिवर्तकों का विवरण एवं उनके ऊर्जाकरण की तिथि का रिकार्ड रखा जायेगा।
27. अधिशासी अभियन्ता स्तर पर अधिशासी अभियन्ता का दायित्व होगा कि समस्त हस्तान्तरित कार्यों की पत्रावलिओं कार्यों के अनुसार अलग-अलग फाइलें बनाई जाएगी एवं खण्ड स्तर पर कार्य प्रारम्भ एवं पूर्ण होने एवं विद्युत तंत्र के ऊर्जाकरण की तिथि अंकित की जाएगी।
28. इस सम्बन्ध में यह भी सुनिश्चित किया जाये कि अधिग्रहण सम्बन्धी अन्तिम स्वीकृति अधीक्षण अभियन्ता विद्युत नगरीय वितरण मण्डल, नोएडा द्वारा दी जायेगी एवं इससे सम्बन्धित समस्त अभिलेख अधिशासी अभियन्ता विद्युत नगरीय वितरण

8



कार्यालय अधिशासी अभियन्ता
विद्युत नगरीय वितरण खण्ड-तृतीय,
33/11 के.वी. विद्युत उपकेन्द्र, सेक्टर-16,

५४/३

नौएडा (गौतमबुद्धनगर)

पत्रांक : 5648 / वि०न०वि०ख०-प्र० / नौ०

दिनांक : १०/१०/२०

- खण्ड- तृतीय, नौएडा के कार्यालयों में उपलब्ध रहे और आवश्यक प्रविष्टियों एक रजिस्टर में दर्ज की जाए, जिससे कि भविष्य में दोषी पाए जाने पर सम्बन्धित अधिकारी का उत्तरदायित्व निर्धारित किया जा सके।
29. प्रबन्ध निदेशक प०वि०वि०न०लि० के कार्यालय के ज्ञाप संख्या 3512/पविनिनि/तक०/33 केवी लाईन स्थानान्तरण दिनांक 28.10.16 में निहित निर्देशों का पालन सुनिश्चित करना अनिवार्य होगा।
30. उक्त लाईन शिफ्ट का कार्य 15 प्रतिशत सुपरविजन चार्ज जमा कराकर कराया जायेगा।
31. उक्त लाईन शिफ्ट के दौरान विद्युत आपूर्ति प्रभावित न हो अतः कार्य के पूर्व स्थानीय उपखण्ड अधिकारी/अवर अभियन्ता से पूर्व में चर्चा कर सम्बन्ध स्थापित कर विद्युत आपूर्ति व्यवधान को न्यूनतम करते हुए कार्य सम्पादित कराया जायेगा।
32. वर्तमान 33 केवी, 11 केवी तथा एल०टी० लाईन से हटाने वाली सामग्री का क्रेडिट कारपोरेशन को दिया जायेगा एवं लाईन डिसमैन्टिंग का चार्ज भी उपभोक्ता से लिया जायेगा। साईट से निकलने वाली सामग्री भण्डार केन्द्र, गाजियाबाद में आपके द्वारा जमा करायी जायेगी। यदि साईट से निकलने वाली सामग्री भण्डार केन्द्र गाजियाबाद में जमा नहीं करायी जाती है तो उस स्थिति में साईट से निकलने वाली आंकलित सामग्री के समतुल्य धनराशि आपसे (एन०एच०ए०आई०) वसूल की जायेगी।
33. प्राक्कलन में सामग्री मूल्य कारपोरेशन द्वारा जारी वर्तमान में लागू स्टॉक इशू रेट से लिया जायेगा।
34. किसी भी विवाद के लिये विभाग जिम्मेदार नहीं होगा।
- अतः उपरोक्त आदेश उपभोक्ता द्वारा टी०सी० की आवश्यक धनराशि जमा कराने के उपरान्त ही प्रभावी होंगे। सम्बन्धित उपखण्ड अधिकारी विद्युत वितरण उपखण्ड - 10/11/12/ नौएडा का दायित्व होगा कि वो उपरोक्त आदेशों का कड़ाई से अनुपालन सुनिश्चित करेंगे।

(तरुण कुमार पाठक)
अधिशासी अभियन्ता

पत्रांक : / वि०न०वि०ख०-प्र० / नौ०

दिनांक :

प्रतिलिपि :- निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है :-

1. अधीक्षण अभियन्ता, विद्युत वितरण मण्डल, नौएडा।
2. उपखण्ड अधिकारी, विद्युत वितरण उपखण्ड-10/11/12 नौएडा।
3. अनुबन्ध लिपिक।

(तरुण कुमार पाठक)
अधिशासी अभियन्ता

PART-III

CHAPTER - I

MILESTONES AND TIME SCHEDULE

1.0 Time of start and completion:

The time period for completion of the work is 09 (*Nine*) **Months** from the date of issue of letter of acceptance from DFCCIL.

1.1 Planning of works:

The contractor shall submit a programme of work in the form of a Bar Chart of all the activities setting out milestones for targeted completion of work within the DOC specified in the LOA. It shall indicate the forecast of the dates of commencement and completion of various activities of the work and may be required to be amended as per direction of DFCCIL within the limitation of **09 months** as overall completion period.

1.2 Progress of Works:

The contractor shall submit monthly progress of work to DFCCIL. Regular progress review meeting (at least once in a month) shall be held with the contractor for timely completion of the work.

PART-III
CHAPTER-II
TENDER FORMS

OFFER LETTER

Tender No : DFCCIL/NOIDA UNIT/Electrical/Line/2021/02

Name of Work: Supply, Erection, Testing and Commissioning of 33 kV D/C Underground Electric Line from UPPTCL 400 KV Sub-station, Sec-148, Noida to DFCCIL Integrated Office Cum Residential Complex at Sec-145, Noida.

To,
The Chief General Manager,
DFCCIL, Noida

We, the undersigned, declare that:

1. 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 tender open for acceptance for a period of **120 days** from the date fixed for opening the same and in default thereof, I/We will be liable for **action being taken in accordance with bid security declaration submitted by me/us in standard format “Form-27”**. I/We offer to do the work for DFCCIL, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within **09 months** from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the 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, Schedule of Rates with all correction slips up-to-date for the present contract.
3. **Action will be taken in accordance with bid security declaration submitted by me/us in standard format “Form-27”** 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. I/We have examined and have no reservations to the Bidding Documents including Addenda;
5. I/We offer to execute the Works in conformity with the Bidding Documents and within Specified Time.

6. I/We declare and certified that neither I/We_____ (Name of Sole Proprietorship Firm/Limited Company/JV/Partnership Firm/LLP) nor any of the partner of the partnership firm/JV Firm/LLP have been blacklisted/debarred by any Ministry/Department/PSU of Govt. of India/any State from participation in tenders/contract on the date of opening of the Bids either in our individual capacity or in any firm in which we are partners. I/We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pending before any Court on the date of opening of the Bids either in our individual capacity or in any firm in which we are partners.

7. If our bid is accepted, we commit to submit a Performance Guarantee in accordance with the Bidding Documents;

8. If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements of the work.

9. We understand that this bid, together with your written acceptance thereof communicated through Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

11. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in DFCCIL in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the DFCCIL shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

12. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

13. 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.

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

Seal & Signature of Tenderer(s)

Date _____

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

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

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

Tender No: DFCCIL/NOIDA UNIT/Electrical/Line/2021/02

Name of Work: Supply, Erection, Testing and Commissioning of 33 kV D/C Underground Electric Line from UPPTCL 400 KV Sub-station, Sec-148, Noida to DFCCIL Integrated Office Cum Residential Complex at Sec-145, Noida.

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/Noida Unit, 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 website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the DFCCIL Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to **action being taken in accordance with bid security declaration submitted by us in standard format “Form-27”** besides banning of business for a period of upto five year. Further, I/we _____(name of the tenderer) and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us 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 SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year.

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

TENDERER'S CREDENTIALS

S. No	Description
1.	For Technical experience/competence , provide details of similar completed work(s) during the last Seven (07) years, ending last day of month previous to the one in which tender is invited in the proforma given in “ Form-2A ”. The bidder shall attach Certified completion certificates of similar work issued by the client duly attested by Notary.
2.	For Financial capacity and organizational resources, provide details of contractual payments received in the last three financial years and the current financial year upto the date of inviting of tender as per audited balance sheet duly certified by Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet/Form 16A/26AS etc. in the proforma given in “ Form-2B ”. The bidder shall attach necessary documents in support of the above duly attested by Notary.
3.	Tenderers should fill the general information about their firm including constitution of the firm in “ Form-2C ”. Attach certified copies of legal and other documents in support thereof.

TECHNICAL ELIGIBILITY CRITERIA DETAILS**Details of the similar works completed (*as per Para 1.3.11.1 of Preamble and General Instructions to Tenderers*)**

LOA/ Contract Agreement No. and date	
Description of Work	
Award Date	
Stipulated Date of completion	
Actual Date of Completion	
Total Contract Amount (Rs.)	
Whether the work was executed by Firm as single entity or as a Joint Venture or as a consortium.	
Percentage share of firm, if the work was executed as Joint Venture/Consortium	
Employer's Name: Address: Mobile, Telephone, fax number: E-mail:	

Note: 1. If the tenderer has completed more than one work, the form shall be numbered as Form - 2A (i), Form 2A (ii) and Form 2A (iii) and so on.

2. Information given in above Form shall be verified and countersigned by the Employer/Purchaser and supported by the Employer's Authentic documents.

Signature of the
Tenderer with Seal

FINANCIAL ELIGIBILITY CRITERIA DETAILS**(on letterhead of Chartered Accountant/Auditor of the Firm)****Name of Bidder/JV Partner:-**

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

Financial Year	Contractual Payment Received in Rs.
2017 – 2018	
2018 – 2019	
2019-2020	
Current Year (2020-2021)	
Total	

Note: 1. The details should be extracted from the audited balance sheet Certified by the Chartered Accountant or **Form 16-A/Form-26 AS** issued by the Employer as **defined at Clause 1.3.11.2 of Part-I, Chapter-III of Tender Document.**

2. Audited balance sheet of each financial year should be enclosed in support of the above duly attested by Notary.

Seal & Signature of Auditor

Signature of the
Tenderer with Seal

APPLICANT'S PARTY INFORMATION FORM

S. No.	Item	Detail
1	Name of firm.	
2	Constitution of firm (Company/Partnership Firm/Proprietorship firm/LLP/HUF/JV etc.)	
3	Name of Authorized Representative of the firm:	
4	Year of Establishment of the firm.	
5	Registered Address: -	
6	Telephone Number & Mobile of the Authorized representative of the firm	
7	E-mail address of the authorized representative	
8	Telefax Number	
9	PAN No:	
10	Goods & Service Tax Registration No:	
11	PF / EPF Registration No:	
12	ESI Registration No.	

Note: 1. Attach supporting documents as mentioned in para 1.3.14 of Part-I, Chapter-III of Tender Document for Item no. 2.

2. Attach latest valid documentary evidence for Item no. 9 to 12.

Signature of the
Tenderer with Seal

SUMMARY OF PRICES

Name of work: - Supply, Erection, Testing and Commissioning of 33 kV D/C Underground Electric Line from UPPTCL 400 KV Sub-station, Sec-148, Noida to DFCCIL Integrated Office Cum Residential Complex at Sec-145, Noida.

S. No	DESCRIPTION OF SCHEDULES	COST (in Rs.)
1.	Execution of all works as per Schedule of Prices	4,45,05,110.00
2.	GST @18%	80,10,920.00
3.	Total Value as per Schedule of Prices Including GST	5,25,16,030.00

Notes:

- 1) This proforma is just for information and perusal. However, the rates are to be filled in Online mode in Financial Bid Packet-B.
- 2) **Cost of Schedule-'A':** The rates of items (except item no. 7) as mentioned in Schedule 'A' of BOQ have been taken **as per market rate analysis. The rates of Item no. 7 has been** worked out after deducting GST component from the corresponding item of CPWD DSR(E&M) 2018.
- 3) The estimated cost of Schedule 'A' is inclusive of all taxes, duties and levies **except GST**. The % rates (Above/Below/at par) quoted by the tenderer shall be on the estimated cost of Schedule 'A'. The ***GST as legally leviable and payable by the Bidder*** under the provisions of applicable law/act ***shall be paid extra by DFCCIL.***
- 4) The **Bidders should quote their rates after considering the Input Tax Credits on their input materials and services.** Hence, ***Bidders should ensure that, full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting their rates.***
- 5) ***No Price variation will be applicable.*** The quoted prices shall be firm during currency of contract.
- 6) The bidder has to be registered under CGST/IGST/UTGST/SGST Act and should submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to the Employer, without which, no payment shall be released to the contractor.

(Schedule of Prices & Total Prices)

Name of Work: Supply, Erection, Testing and Commissioning of 33 kV D/C Underground Electric Line from UPPTCL 400 KV Sub-station, Sec-148, Noida to DFCCIL Integrated Office Cum Residential Complex at Sec-145, Noida.

Sl. No.	Description of Work	BOQ Qty.	Unit	Rate	Amount
1	Supply of 11 meter Hot Dip Full Galvanized Swaged Steel Tubular Pole 410-SP-55 as per IS: 2713 (Part I to II) and as per approved drawing complete in all respects. Galvanisation to be carried out as per IS 4736 (1986).	20	Nos	24200	484000
2	Erection of Steel Tubular Pole of 11 m length in 1:3:6 (1 Cement: 3 coarse: 6 graded stone aggregate of 40 mm nominal size) concrete foundation including excavation and refilling etc. complete in all respects as per direction of E/I.	20	Nos	5856	117120
3	Supply and Erection of MS Channel 100mm x 50mm x 6mm, length 2.5 m and complete with 50 mm x 6mm M.S. flat iron clamps, bolts and nuts including drilling holes for insulator pins/fittings, bolts, nuts, washers etc. and painting with primer and finish paint as required.	52	Nos	1830	95160
4	Supply and erection of 33 kV pin insulator complete with large steel head, G.I. pin, nuts, washers etc. as required.	60	Nos	659	39540
5	Supply and erection of overhead line jumper with ACSR conductor suitable for 33 KV line on pole/service bracket including binding etc. complete in all respects.	60	Kg	220	13200
6	Supply of 33KV, 400 sqmm x 3 core cable, high conductivity, aluminum strand compacted circular conductor, XLPE armoured, neutral earth system conforming to IS 7098-Part-II (1985) with latest amendment and as per specification.	10200	Mtrs	2196	22399200
7	Laying of one number XLPE power cable of 33 KV grade of 400 sq. mm. size in the existing pipe (CPWD SOR E&M 2018, 8.7.2)	10200	Mtrs	102	1040400
8	Supply of 33KV 3X400 sqmm outdoor type heat shrinkable cable jointing kit.	44	Nos	17056	750464
9	Making and installation of 33KV 3X400 sqmm outdoor type heat shrinkable cable jointing kit including cost of all material, labour, T&P etc. for proper completion in all respect.	44	Nos	1830	80520
10	Supply of 33KV 3X400 sqmm straight through jointing kit.	2	Nos	25376	50752

Sl. No.	Description of Work	BOQ Qty.	Unit	Rate	Amount
11	Installation of 33KV 3X400 sqmm straight through jointing kit including cost of all material, labour, T&P etc. for proper completion in all respect.	2	Nos	2440	4880
12	Supply & Fixing of 150 mm dia. G.I.Pipe B Class for cable, duly clamped with supports by 1 No clamp of 20x3 mm MS flat, bolts, nuts and washer required for proper completion of work.	120	Mtrs	952	114240
13	Supplying and fixing of cable route marker of cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 22 mm nominal size) of required size including inscription duly engraved and painting as per PVVNL requirement.	45	Nos	1000	45000
14	Supply, Installationr, Testing & Commissioning of Advance Maintenance Free Hot dip Galvanized 80-100 MICRON GI Electrode Earthing based on pipe in pipe technology consisting with outer dia 80 mm dia 2 mm thick and 3 meter length & inner dia 40mm of 3 mts long & filled with Crystalline Conductive Mixture (CCM) having anti corrosive and conductive property, earth enhancement compound tested by RoHs complying IEC 62561-7 in a sealed bag of minimum 50 kg (25 kg Bag x 2), resistivity less than 0.12 ohm meter, along with masonry housing, 30 cm x 30 cm square CI frame with hinged cover.	22	Nos	9760	214720
15	Numbering of poles with combination of yellow and black colour paint etc. Complete in all respects as per direction of Engineer.	20	Nos	16	320
16	S/F of 50x6 mm GI strip from each electrode directly in the ground as required complete in all respects as per direction of E/I.	66	Mtrs	120	7920
17	S/F palm or pin type copper tin plated cable socket (lugs) to the cable leads making connections etc. for 400 sqmm cable complete in all respects as per direction of E/I.	126	Nos	76	9576
18	Supply of Stay set complete as per PVVNL specification.	4	Nos	2440	9760
19	Erection of stay set atleast 3.5 M away from the pole complete in all respect as per specification.	4	Nos	610	2440
20	Supply of HDPE Pipe 200 mm dia ISI marked anti radiant grade PN-6-PE-80 as per IS 4984.	9396	Mtrs	1300	12214800
21	Laying of HDPE Pipe direct in ground including excavation and refilling the trench etc at a depth of minimum 1200 mm below required for proper completion of the work.	7996	Mtrs	439	3510244

Sl. No.	Description of Work	BOQ Qty.	Unit	Rate	Amount
22	Laying of 200 mm dia HDPE pipe through trenchless method including jointing of pipe excavation of thrust pit and receiving pit of required size with all T&P and the excavation, back filling with compaction complete as per specification by HDD machine method. Pipe will be installed at minimum depth 1200 mm below the ground surface or downward as per site condition in required slope.	1400	Mtrs	1244	1741600
23	Supply of MS Steel pipe 200 mm dia , 6mm thickness.	304	Mtrs	2196	667584
24	Laying of 200 mm dia MS pipe through trenchless method including jointing of pipe excavation of thrust pit and receiving pit of required size with all T&P and the excavation, back filling with compaction complete as per specification for road crossing by HDD machine method. Pipe will be installed at minimum depth of 1200 mm below the ground surface or downward as per site condition in required slope.	304	Mtrs	1830	556320
25	S&F Danger Board fabricated from 10 guage MS Sheet as per IE Rules.	10	Nos	91	910
26	Supply and Fixing of Barbed wire (Anti Climbing Arrangement for Poles)	60	kg	92	5520
27	Providing and laying in position cement concrete of grade 1:2:4 (1 Cement, 2 Course Sand, 4 Graded Stone Aggregate 20 mm nominal size) for Road Restroation.	60	CUM	5482	328920
	Grand Total				4,45,05,110.00

Note:

1. The rates mentioned above are inclusive of all taxes, duties and levies except GST. **The GST as applicable shall be paid extra.**

2. The above rates includes defect liability period of 18 months and liasioning with PVVNL, Noida Authority, Electrical Inspector or any other Govt. department from commencement till completion of work.

FORMAT OF CONTRACT AGREEMENT

(To be executed on non-judicial stamp paper of appropriate value)

THIS AGREEMENT ("*Agreement*") is made at Noida on the ____ day of

BETWEEN

Dedicated Freight Corridor Corporation of India Limited (a Govt. of India Enterprise under Ministry of Railways) and a company incorporated under the provisions of the Companies Act, 1956 having it's registered office at 5th Floor, Supreme Court Metro Station Complex, New Delhi, India – 110001, represented through it's Chief General Manager (*hereinafter referred to as "DFCCIL" which expression shall, unless repugnant to the context, be deemed to include its successors and assigns and called 'the Employer'*) as one part and _____ a company / corporation / JV incorporated under the laws of -----having its principal place of business at ----- (*hereinafter called "the Contractor"*) as other part.

WHEREAS the Contractor has agreed with the DFCCIL for performance of the works _____ set forth in the Schedule hereto annexed upon the Standard General Conditions of Contract, corrected upto latest correction slips and the Specifications of _____ CPWD/Railway/DFCCIL corrected upto the latest correction slips and the Schedule of Rates of _____ CPWD/Railway/DFCCIL, corrected upto latest correction slips and the Special Conditions and Special 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 the payments to be made by the DFCCIL, the Contractors 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 contract on or before the _____ day of _____ 20____ and will maintain the said works for a period of _____ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein 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.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official

Name of the official

Stamp/seal of the Contractor

Signature of the authorized official

Name of the official

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

Name

on behalf of the Contractor in the
of:

Witness

Name

Address

By the said

Name

on behalf of the Employer in the presence
presence of:

Witness

Name

Address

Enclosures: -

1. Annexure 'A' - Tender Papers No.

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

along with Summary of Prices

3. Other enclosures -

Dated

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

SAMPLE

Name of the Bank _____

Managing Director/ DFCCIL

Bank Guarantee Bond No.

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

PERFORMANCE GUARANTEE BOND

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

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

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

3 (a) We, _____ (indicate the name of Bank) further undertake to pay to the DFCCIL any money so demanded notwithstanding any dispute or dispute raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal. (b) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

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

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

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

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

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

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

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

9. This guarantee shall be valid upto (Date of completion plus 60 days beyond that). Unless extended on demand by DFCCIL.

Notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restricted to Rs. _____(Rs. _____ only) unless a demand under this guarantee is made on us in writing on or before _____ we, shall be discharged from our liabilities under this guarantee thereafter.

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

Signature of Bank Authorize official
(Name):

Designation:
Full Address.

Witness:

1. _____

2. _____

SAMPLE

STANDING INDEMNITY BOND FOR “ON ACCOUNT” PAYMENTS

(To be executed on non-judicial stamp paper of appropriate 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 / DFCCIL/Noida 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 Chief Project Manager /DFCCIL/Noida in charge of Dedicated Freight Corridor Corporation of India Limited (*Whose address will be intimated in due course*).

Should any loss, damage or deterioration of materials occur or surplus material disposed off and refund becomes due, the Employer shall be entitled to recover from us the 85% of supply portion of Part III, Chapter – II (*Form - 4*) to 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 ____ of ____20

for and on behalf of

M/s _____ (Contractor)

Signature of witness

Name of witness in Block letter.

Address.

INDEMNITY BOND

(To be executed on non-judicial stamp paper of appropriate value)

This deed of Indemnity Bond is made at NOIDA, on this day of , we, through its Authorized Signatory (hereinafter called ‘Contractor’) AND M/s DFCCIL, D-89, Sector-2, Noida, District Gautam Budh Nagar, U.P., (Hereinafter called ‘Client’).

We, indemnify and save harmless the Railway/DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways/DFCCIL by reason of any act or omission of-----
------(Contractor), his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditons shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

IN WITNESS WHEREOF the Contractor has executed this Bond of Indemnity at Noida, on this..... of 2019.

For and Behalf of
Signature of Witness-1
Name of Witness-1
(in Block Letter)
Address-1

Authorized Signatory

for and Behalf of
Signature of Witness-1
Name of Witness-1
(in Block Letter)
Address-1

Authorized Signatory

ECS / NEFT / RTGS**MANDATE FORM**

Date :-

To,
Chief General Manager/Noida
DFCCIL, New Delhi.
Sub : ECS / NEFT / RTGS payments

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

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

Confirmed by Bank signature of tenderer With stamp and address

Enclose a copy of crossed cheque.

FORM No. 9, 10, 11, 12 &13

DELETED

PROFORMA FOR TIME EXTENSION

No. _____ Dated: _____

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

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

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

Dear Sir,

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

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

CERTIFICATE OF FITNESS

1. (a) Serial Number _____
(b) Date _____
2. Name of person examined _____
3. Father's Name: son/daughter of _____
Residing at _____
4. Sex _____
5. Residence: _____

6. Physical fitness _____
7. Identification marks _____
8. Date of birth, if available, and/or certified age _____
I certify that I have personally examined (name) _____ who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is _____ years.

I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.
9. Reasons for:
(a) refusal to grant certificate, or _____
(b) revoking the Certificate _____

Signature or Left Hand
Thumb Impression of the person Examined

Signature of Certifying Surgeon

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

PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/IN PARTS

(DETAILS OF PART OF WORK TO BE MENTIONED)

DFCCIL
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

Kindly acknowledge receipt.

Yours faithfully

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

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK
_____DFCCIL

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

Kindly acknowledge receipt.

Yours faithfully

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

PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK.....

(DETAILS OF PART OF WORK TO BE MENTIONED)

DFCCIL
(Without Prejudice)

To

M/s_____

Dear Sir,

Contract Agreement No._____

In connection
with_____

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

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

3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.

4. The contract value of part terminated contract shall stands reduced to_____

Kindly acknowledge receipt.

Yours faithfully

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

PROFORMA OF TERMINATION NOTICE

DFCCIL
(Without Prejudice)

No. _____ Dated _____

To
M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

Kindly acknowledge receipt.

Yours faithfully

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

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

DFCCIL
(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

2. Your above part of work in contract (details of part to be mentioned) stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work

3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.

4. The contract value of part terminated contract stands reduced to
Kindly acknowledge receipt.

Yours faithfully

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

PRE-CONTRACT INTEGRITY PACT**GENERAL:**

This pre-bid contract Agreement (*hereinafter called the Integrity Pact*) is made on _____ day of the month of _____ 2021, 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 (*herein after called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns*) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

The parties hereto hereby agree to enter into this integrity pact and agree as follows:

Commitments of the CLIENT:

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

implementation process related to the [B].

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

3.0 Commitments of BIDDERS:

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

- 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
- 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavour to any person in relation to the [B] or any other [B] with the Government.
- 3.3* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- 3.4* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether

Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation:

- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

4.0 Previous Transaction:

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.

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

5.0 Security Deposit :

- 5.1 While submitting commercial bid, the [A] shall deposit an amount _____ (*to be specified in RFP*) as Security Deposit, with the CLIENT through any of the following instruments:

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

- 5.2 The Security Deposit shall be valid upto a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.

- 5.3 In case of the successful [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the 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 the CLIENT to the [A] on Security Deposit for the period of its currency.

6.0 Sanctions for violations:

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Security Deposit/Performance Bond (*after the [B] is signed*) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].

- (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A], in order to recover the payments, already made by the CLIENT, along with interest.
 - (vi) To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the [A].
 - (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
 - (viii) To recover all sums paid in violation of this Pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any [B] signed by the CLIENT with the [A], the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The CLIENT will entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other stature enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this Pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the independent monitor(s) appointed for the purposes of this pact.

7.0 Fall Clause:

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

would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

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

9.0 Facilitation of Investigation:

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

10.0 Law and Place of Jurisdiction:

This pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the CLIENT.

11.0 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.

12.0 Validity:

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

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

12.3 The parties hereby sign this Integrity Pact at _____ on _____.

CLIENT:

Name of the Officer

Designation

Deptt./Ministry/PSU

BIDDER:

CHIEF EXECUTIVE OFFICER

Witness:

1. _____

2. _____

Witness:

1. _____

2. _____

Note:

[A] To be replaced by BIDDER/Seller/Consultant/Consultancy firm/Service Provider as the case may be.

[B] To be replaced by Contract/Supply Contract/Consultancy Contract/Works Contract as the case may be.

FINAL SUPPLEMENTARY AGREEMENT

1. Articles of agreement made this day _____ in the year _____ between DFCCIL, acting through the _____ DFCCIL Administration having his office at _____ herein after called the DFCCIL of the one part and _____ of the second part.
2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number _____ dated _____ for the performance _____ herein after called the 'Principal Agreement'.
3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on _____ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.
4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ including the Final Bill bearing voucher No. _____ dated _____ of value _____ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received sum of ₹ _____ through the Final Bill bearing voucher No _____ dated _____ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement excluding the security deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)

Or

And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).

And whereas the party hereto of the second part have received sum of ₹ _____

through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No..... to Page No.... of Measurement Book No.....and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the security deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)

5. It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s
DFCCIL

for and on behalf of the

Witnesses

ADDRESS: _____

Format of Bank Guarantee for Security Deposit

Bank Guarantee no.....

Dated.....

To,
Chief General Manager,
Dedicated Freight Corridor Corporation of India Ltd/Noida Unit
D-89, 1st Floor, Sector-2,
Noida-20 1301

Reference:-Contract No....., awarded on

This deed of Guarantee made this day of _____ between _____ (*name of Bank*) having registered office at _____ and branch office at _____ (*hereinafter referred to as "Bank"*) of the one part and Dedicated Freight Corridor Corporation of India Limited (*hereinafter called the Employer*) of the other Part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the Contract no..... for construction of (*hereinafter called "the Contract"*) to M/s.....its registered office at (*hereinafter called "the Contractor"*).

Whereas the contractor is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs..... (*Rs. In Words*) only.

Now, we the undersigned (*Name of Bank officials*), of the bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs..... (*Rs. In Words*) as stated above.

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the employer by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (*Rs. in Words*) only.

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

The payment so made by us (*name of Bank*) under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We..... (*indicate the name of Bank*), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been full paid and its claims satisfied or discharged by (*Designation & Address of Contract signing authority*) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

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

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

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

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

The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

We..... (*Name of the bank*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs.....(*Rs. in words*).
- ii) This Bank Guarantee shall be valid up to, unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before.....

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of being herewith duly authorized.

Bank seal

Signature of Bank Authorize Official with seal

Name.....

Designation:

Address:

Witness:

1. Name:

Designation:

Address:

2. Name:

Designation:

Address:

Format for Power of Attorney for Authorized representative

Know all men by these presents, We, *[name of organization and address of the registered office]* do hereby constitute, nominate, appoint and authorize Mr/Ms *[name]*, son /daughter/ wife of *[name]*, and presently residing at *[address]*, who is presently employed with/retained by us and holding the position of *[designation]* as our true and lawful attorney (*herein after referred to as the “Authorized Representative”*), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for *[name of assignment]*, to be developed by Dedicated Freight Corridor Corporation of India Ltd. (*the “Authority”*) including but not limited to signing and submission of all applications/bids, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, *[name of organization]*,
THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF
ATTORNEY ON THIS *[date in words]* DAY OF *[month]* *[year in ‘yyyy’ format]*.

For *[name and registered address of organization]* *[Signature]*

[Name]

[Designation]

Witnesses:

1. *[Signature, name and address of witness]*

2. *[Signature, name and address of witness]*

Accepted

[Signature]

[Name]

[Designation]

[Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of DFCCIL inviting the Tender)

Dear Sir,

Sub : No Deviation Certificate.

Ref: 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by DFCCIL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact etc.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

DELETED

**Agreement towards Waiver under Section 12(5) and Section 31A (5)
of Arbitration and Conciliation (Amendment) Act**

I/we..... (Name of agency/Contractor) with reference to agreement no..... raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

Brief of claim:

- (i) Claim 1- Detailed at Annexure-
- (ii) Claim 2 –
- (iii) Claim 3 –

I/we..... (post of Engineer) with reference to agreement no..... hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/we.....do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant_____ Signature of Respondent

Agreement under Section 31(5)

I/we..... (Name of claimant) with reference to agreement no..... hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64(6) of GCC.

Signature of Claimant_____ Signature of Respondent_____

*Strike out whichever not applicable.

Certification by Arbitrators appointed under Clause 63 & 64

of Indian Railways General Conditions of Contract

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. **I do not have more than ten on-going Arbitration cases with me.**
5. I hereby certify that I have retired from Railways/DFCCIL w.e.f. _____ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:

7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:

8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

Bid Security Declaration Form**(To be submitted on a Stamp Paper of Rs.100/- notarized by Notary Public)**

Date.....

To,

Chief General Manager,

Dedicated Freight Corridor Corporation of India Ltd/Noida Unit

D-89, 1st Floor, Sector-2,

Noida-20 1301

I/We (..... Name of Tenderer.....), the undersigned declare that:

I/We understand that, I/We have been exempted from submission of Bid Security/Earnest Money in lieu of this Bid Security Declaration.

I/We understand and accept that if I/We withdraw my/our bid within Bid Validity Period or if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in the tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender document, I/We i.e. the Tenderer shall be banned from submission of tender/bid in any Works/Service Tenders issued by DFCCIL/ Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS.

I/We further understand and accept that I/We may be banned from bidding for any Works/Service Tender with DFCCIL / Indian Railways for a period of 12 months from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/We have withdrawn/modified / amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Tender.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder or (ii) thirty days after the expiration of the validity of my / our Bid.

Signed: (Insert signature of person whose name and capacity are shown)

In the capacity of (Insert legal capacity of person signing the Bid Security Declaration)

Name (Insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Date on _____ day of _____ (Insert date of signing)

Corporate Seal (where appropriate)

PART-IV
DRAWINGS

(Drawings have been uploaded separately in the E-Tender portal)

*****END of Tender Document*****