



**Tender No: Noida/EN/WDFC/USFD/2025-26/6**

**For**

**Name of Work:**

**“USFD testing of rails, welds, SEJ and Turnouts as per Need Based Concept of USFD as per  
"Indian Railway Standard Specification Manual for Ultrasonic testing of Rails and welds,  
Revised- 2022 (with latest correction slips) issued by RDSO" of entire WDFC (New Dadri to  
JNPT) section of DFCCIL for 3 years”**

**E-TENDER DOCUMENT (Non-Transferable)**

**18.08.2025**

Open Online E-Tender

(PARTICIPATION THROUGH E-TENDER ONLY)

E-tendering site- <http://www.ireps.gov.in> its link at <https://dfccil.com>

**EMPLOYER:**

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

**CGM OFFICE:**

Office of the General Manager/ Coordination, Dedicated Freight Corridor Corporation of  
India Ltd. DFCCIL Complex, Sector-145, Noida (Near Sector-146 Metro Station),  
Noida-201306, Uttar Pradesh.

**CORPORATE OFFICE**

Corporate Office Complex, Sector 145, Noida, Uttar Pradesh - 201306

Signature of Tenderer(s)

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**PART – I**  
**CHAPTER - I**  
**NOTICE INVITING E-TENDER**

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED**

**A GOVERNMENT OF INDIA (Ministry of Railways) ENTERPRISE**

**NOTICE INVITING E-TENDER**

**National Competitive Bidding**

Dear Sirs/Ma'ams,

**Name of Work:- USFD testing of rails, welds, SEJ and Turnouts as per Need Based Concept of USFD as per "Indian Railway Standard Specification Manual for Ultrasonic testing of Rails and welds, Revised-2022 (with latest correction slips) issued by RDSO" of entire WDFC (New Dadri to JNPT) section of DFCCIL for 3 years**

**1.1.1.** DFCCIL invites open e-tenders on Single Stage on prescribed forms from firms / Companies / Joint Ventures and other eligible entities as detailed in Tender Document having requisite experience and financial capacity for execution of the following work:

<b>Tender Notice No.</b>	<b>Noida/EN/WDFC/USFD/2025-26/6</b>
Name of the work	<b>USFD testing of rails, welds, SEJ and Turnouts as per Need Based Concept of USFD as per "Indian Railway Standard Specification Manual for Ultrasonic testing of Rails and welds, Revised- 2022 (with latest correction slips) issued by RDSO" of entire WDFC (New Dadri to JNPT) section of DFCCIL for 3 years</b>
Employer	Chief General Manager/ General Manager-Coord/Noida.  Office of the General Manager/ Coordination, Dedicated Freight Corridor Corporation of India Ltd. DFCCIL Complex, Sector-145, Noida (Near Sector-146 Metro Station), Noida-201306, Uttar Pradesh
Engineer	Employer (DFCCIL) /Employer's authorized Engineer
Type of Tender	Open E-Tender (Two Packet)
Estimated Cost	<b>11,13,23,908.61/-</b>  <b>(Eleven Crore Thirteen Lakh Twenty-Three Thousand Nine Hundred Eight Rupees and Sixty-One Paise Only)</b>
GST	Rates mentioned in the Price Schedule are inclusive with GST.
Period of Contract/Completion Period	3 years

Signature of Tenderer(s)

Bid Security	<p><b><u>Rs. 7,06,600 /-(Seven Lakh Six Thousand and Six Hundred Only)</u></b></p> <p>The Bid Security shall be submitted in favor of DFCCIL in the form as detailed in Para 1.3.5 of Preamble &amp; General Instructions to Tenderers (Part-I, Chapter-III).</p> <p>The original Bank Guarantee of Bid Security (also called Earnest Money) have to be submitted at the Employer's office before the scheduled date and time of submission of the tender.</p>
Cost of Tender Document	<b>Rs. 11,800/-</b>
E-tendering website	<p><a href="http://www.ireps.gov.in">http://www.ireps.gov.in</a></p> <p>For any help, please contact IREPS Helpdesk at 011- 23761525</p>
Date of uploading of NIT & Bid documents (online publishing date)	<b>On Date 18.08.2025</b>
Date of document download (Online)	<b>From Date 18.08.2025</b>
Issue of Corrigendum, if any	On websites <a href="http://www.ireps.gov.in">http://www.ireps.gov.in</a> and <a href="https://dfccil.com">https://dfccil.com</a> )
Date & Time of Submission of Tender	On or before date <b>17.09.2025</b> <b><u>and time up to 15:00- hrs</u></b>
Date and Time of Opening of Tender online	<b><u>Date 17.09.2025 at 15:30 hrs</u></b>
Validity of offer	120 days from the date of opening of the Technical Bid of the Tender
Security Deposit	As per Clause 16.1 of GCC
Performance Bank Guarantee	Performance Guarantee (PG) have to be submitted within 21 (twenty-one) days from the date of issue of Letter of Acceptance (LOA), amounting to 5% of the contract value in the form as given in clause 16.4 of GCC
Defect Liability Period	Please refer Tender Document Part I, Chapter V, Para No. 1.5.22.
<b>Note: List of Mandatory and desirable documents is available in the tender document Chapter II, Para 1.2.0-Check List</b>	

- 1.1.2.** Eligibility shall be assessed on applicants, fulfilling the technical capability and competence as well as for financial and organizational resources as specified in clause no. 1.3.10, 1.3.11 and 1.3.13 of Preamble & General Instruction to tenders (Part - I, Chapter III).

- 1.1.3. Tender document will be available on DFCCIL's website <https://dfccil.com> and on <http://www.ireps.gov.in> . However, the tender shall be submitted only on <http://www.ireps.gov.in> . Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections additions or alterations in the downloaded tender documents are made, such tender shall be summarily rejected.
- 1.1.4. DFCCIL may issue amendment(s) [addendum(s) / corrigendum(s)] to the tender documents. In such cases the amendment(s) shall be issued and placed on DFCCIL's website: <https://dfccil.com> and <http://www.ireps.gov.in> at least three days in advance of date of opening of tender. The tenderer who have downloaded the tender documents from the website before issue of amendment(s) must visit the website and ensure that such amendment(s) (if any) is also downloaded by them. Such amendment(s) (if any) shall also be uploaded duly stamped and signed / digitally signed along with the submission of tenders. **Any tender submitted without amendment(s) (if any) shall be liable to be rejected.**
- 1.1.5. Online E- Bid System – Financial bids & Technical bids shall be submitted by the bidder at the same time. The Technical Bid & Financial bid will be opened at the time and date notified in the tender notice.
- 1.1.6. Tenderer shall submit the Cost of Tender Document in favor of DFCCIL. **For this tender, Cost of Tender document is Rs. 11,800/-.**
- 1.1.7. Tenderer shall submit the BID SECURITY of required amount in prescribed format as detailed in Para 1.3.5 of Preamble & General Instructions to Tenderers (Part-I, Chapter-III).
- 1.1.8. Financial Bid (as specified in “Financial Bid” in Tender Document) duly filled in is to be uploaded in “Financial packet”. The rates must be filled after downloading the financial bid document in the prescribed format from the website <http://www.ireps.gov.in>. **The financial bid should be downloaded & then filled up, saved and uploaded on the E-tendering website using digital signature for signing the document.**
- 1.1.9. **Procedure for e-tendering**
- 1.1.9.1. Accessing/ purchasing of Tender Documents.
- 1.1.9.2. It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) from any of the licensed certifying agency (Bidders can see the list of licensed certifying agencies from the link [www.cca.gov.in](http://www.cca.gov.in) ) to participate in e-tendering.
- 1.1.9.3. To participate in the Bidding, it is mandatory for the Bidders to register with IREPS portal to have user ID & password. IREPS portal is the only website for submission of Bid. Vender manual containing the detailed guidelines for e-tendering is available on IREPS portal. Following may kindly be noted:
- (a) Registration with IREPS portal should be valid at least up to the date of submission of bid.
- (b) Bids can be submitted only during the validity of registration.
- 1.1.9.4. If the Bidder(s) firm / Joint Venture is already registered with e-tendering service provider, and validity of registration is not expired, then the firm/Joint Venture is not required a fresh registration.
- 1.1.9.5. The complete Bidding Documents can be viewed / downloaded by the Bidder from IREPS portal as per the time and date mentioned on the IREPS portal.

- 1.1.10. All the Bids received shall be opened on the scheduled date and time mentioned in the tender notice. Bid of the bidders shall be opened through process of e-tendering. The sequence of opening shall be:
- i) Cost of Tender Document and Bid Security Deposit Details
  - ii) Technical offer- Technical Bid (Packet-A)
  - iii) Financial offer. (On a later date after scrutiny/evaluation of Technical Bid)
- 1.1.11. Tenderer shall be submitted as per “Preamble & General Instruction to Tenderers” forming as part of the complete tender documents.
- 1.1.12. Any tender received without Bid Security in the form as specified in the tender documents **shall not be considered and shall be summarily rejected.**
- 1.1.13. DFCCIL reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
- 1.1.14. 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. BID SECURITY of such tenderers shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
- 1.1.15. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 1.1.14 of Notice Inviting E-Tender.
- 1.1.16. Information as required as per various Forms to tender document should be submitted by the tenderers without fail strictly as per formats.
- 1.1.17. The validity of offer shall be 120 days from the date of opening of the Technical Bid of the tender.
- 1.1.18. 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 the website <http://www.ireps.gov.in> by them.
- 1.1.19. Tenderers must read all instructions regarding e-tendering process as mentions in PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS Part-I, Chapter-III.
- 1.1.20. Tenderers are advised to visit the DFCCIL website regularly for information regarding tender. Amendment(s) (if any) will be uploaded on DFCCIL website <https://dfccil.com> and/or <http://www.ireps.gov.in> only.

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

**PART – I**  
**CHAPTER - II**  
**CHECK LIST AND GENERAL INFORMATION DATA**



**CHECK LIST AND GENERAL INFORMATION DATA SHEET**

**1.2.0 CHECK LIST FOR DOCUMENTS TO BE UPLOADED:** - Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats. Offers submitted without Mandatory documents shall be summarily rejected

<b>I</b>	Following Documents are <b>Mandatory documents</b> and Common for all Type of Bidders/Firms i.e., <b>Sole Proprietorship Firm/ Partnership Firm/ Limited Liability Partnership Firm/ Registered Society/Trust / Company (Private/Public Limited) / Joint Venture (of firms) etc.</b>
<b>S. No</b>	<b>Description / Details of Documents to be Mandatorily uploaded/submitted by the Bidder on IREPS portal <a href="https://www.ireps.gov.in">https://www.ireps.gov.in</a></b>
<b>1.</b>	<p><b>Bid Security</b> (as per Para 1.3.5 of Ch-3, Part-I Preamble &amp; Instruction to the Bidders, of Bid Document):</p> <p><i>Bid Security is in form of Cash shall be paid through e- payment gateway on IREPS portal.</i></p> <p>Or</p> <p><b>BID security is in form of BG as per <u>Form No.1A</u>:</b> Copy of BG shall be submitted on IREPS portal.</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1) Submit Original BG to CGM/DFCCIL/Noida office, at address given (in para 1.2.1 of Ch -2, Pt-I -General information and Datasheet), <b>before closing date for submission of bids (i.e. excluding the last date of submission of bids)</b></li> <li>2) In case of JV Bid Security shall be submitted by JV or authorized person of JV.</li> <li>3) Bid security as Bank Guarantee bond submitted for JV shall be <i>either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.</i></li> </ol>
<b>2.</b>	<b>Offer letter</b> as per <b>Form No.1B</b> of Ch. IV of Pt-II of BID document, on letter head of Bidder/ Company/ Firm(s)/ LLP/ Registered Society/ Registered Trust/ JV etc. as applicable
<b>3.</b>	<b>Credentials of Bidders</b>
<b>3.1</b>	<b>Technical Eligibility of Bidder:</b> As per Clause 1.3.10, 1.3.11 and 1.3.13 including notes/ foot note of respective clauses mentioned in Ch-3, Pt-I: Preamble and instruction to Bidders of Bid Document.
<b>a)</b>	List of the Similar works completed in last 7 years, as per <b>Form No. 2A-I</b> of Ch. IV of Pt-II of the Bid Document) vide para1.3.10(i).
<b>b)</b>	The bidder shall upload self-attested “Work Completion Certificates” in following Forms as applicable: <p>(i) The Completion Certificate issued by Govt. Agencies/ Organisations/Institutions</p>

	<p>/PSU etc. shall be as per <b>Form No. 2A-II</b> of Ch. IV of Pt-II of bid document,</p> <p>(ii) The Completion Certificate issued by Concessionaire shall be as per <b>Form No. 2A-III</b> of Ch. IV of Pt-II of bid document. <b>(Not applicable for this tender).</b></p> <p>(iii) The Completion Certificate issued by Public Listed Company shall be as per <b>Form No. 2A-IV</b> Ch. IV of Pt-II of bid document.</p> <p>The Completion Certificate issued by the Competent Authority/Client (to be self-attested by the bidder) and uploaded on IREPS portal as duly signed and scanned or digitally signed.</p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>i) Reference Para 1.3.10, 1.3.13 and Para 10.1 and other relevant Para of tender form (2<sup>nd</sup> Sheet) of IRGCC- April-2022 with up-to-date correction slip</li> <li>ii) Work Completion Certificates issued by Private firm (s) are not valid for Technical Eligibility Criteria of bidder.</li> <li>iii) The Completion certificate shall contain all details as asked in respective Forms.</li> </ul>
3.2	<p><b>Financial Eligibility Criteria of Bidder:</b> As per Clause 1.3.11 (including notes/ foot note) of respective clauses mentioned in Ch-3, Pt-I: Preamble and instruction to Bidders of Bid Document and Para 10.2 and other relevant Para of tender form (2<sup>nd</sup> Sheet) of IR GCC- April-2022 with up-to-date correction slip.</p> <p>Details of Contractual receipt in Current Financial Year (FY) &amp; Preceding 3 FY, as per <b>Form No.2B</b> of Ch. IV of Pt-II of Bid Document), on Letter Head of Chartered Accountant, along with Copies of Audited Balance Sheet Duly Certified by the Chartered Accountant.</p> <p><b>Note:</b> <i>If the Contractual receipt extracted from Certificate of Employer/Client other than Govt Organization, the Form no. 16A/26AS generated through TRACES of Income Tax Department of India should also be uploaded.</i></p>
3.3	<p><b>Details of Works on Hand, Existing Commitments and Balance Amount of Ongoing Work for Evaluation of Bid capacity. (This is applicable for Tenders value more than 20 Crores):</b></p> <p>List of Awarded Works under execution/or Work Awarded but not Yet Started till date of Submission of Tender, as per <b>Form No.2C.</b> of the Ch. IV of Pt-II of BID document. These Details shall be Duly Verified by CA.</p> <p><b>This is not Applicable for the subject Tender</b></p>
3.4	<p><b>Details of Firm.:</b></p> <p>Details of Firm as per <b>Form No.2F</b> of Ch. IV of Pt-II of the Bid Document. Along with Self-attested Copy of PAN CARD and GST.</p> <p><b>Note:</b> Firm means Sole Proprietor, HUF, Partnership Firm, LLP Firm, Co-Operative Society/Trust, Company (Public Ltd, Private limited etc.), Joint Ventures etc.</p>

3.5	<p><b>Affidavit as per para 1.3.13 (iii) of Ch.03 of Pt-I of Bid Document:</b></p> <p>Affidavit as per <b>Form No.26</b> (Ch. IV of Pt-II), executed on Stamp paper of Rs 300/- and duly Notarized by the Notary of Public</p>
3.6	<p><b>Pre-Contract Integrity pact as per Form No.27 of Ch. IV of Pt-II of Bid Document,</b></p> <p>Pre-contract Integrity pact shall be executed on stamp paper.</p> <p><b>(Para no 1.5.30 of Ch.IV, Pt-I: Special condition of the Contract)</b></p>
3.7	<p><b><u>Anti-Profiteering Declaration:</u></b></p> <p><b><u>Anti profiteering Declaration as per Form No.28 of Ch. IV of Pt-II of Bid Documents shall be executed on a non-judicial stamp paper of Rs.300/- duly notarized by notary public.</u></b></p> <p><b>(Clause no 3.12 of Ch 4 pt-I , GCC of the Bid Document)</b></p>
<b>II</b>	<p>In addition to above mentioned Common Document (Sr 1 to 3.7 of table), The Bidder shall upload/submit the applicable documents as per status of his/their Firm(s). <b>These are Mandatory Documents.</b></p> <p>Note:</p> <ul style="list-style-type: none"> <li>a) Firm(s) means Sole Proprietorship Firm/ Partnership Firm/ Limited Liability Partnership Firm/ Registered Society/Trust / Company (Privet/Public Limited) / Joint Venture (of firms) etc.).</li> <li>b) As per different firms the details of Mandatory Documents have been listed among which the documents applicable as per status of Firm(s) of Bidder shall be up loaded/submitted by the Bidder on IREPS portal <a href="https://www.ireps.gov.in">https://www.ireps.gov.in</a></li> </ul>
4	<p><b>For Sole Proprietorship Firm (Para 1.3.4 (vi) of Ch.3, Part-I of Bid Document and para 14. (ii)(a) of tender form (2<sup>nd</sup> Sheet) of IRGCC- April-2022 with up to date correction slip)</b></p>
4.1	<p>Certificate for submitting the tender on behalf of Sole Proprietorship Firm as per <b>Form No.3</b> of Ch. IV of Pt-II of <b>Bid document.</b></p>
4.2	<p>A notarized or registered (with registrar) copy of “Special Power of Attorney”, shall be submitted by the “Proprietorship Firm” <b>(as per Form No. 4 of Ch. IV of Pt-II of Bid document)</b> in favour of the individual to tender for the work, sign the agreement etc. and create liability against the Proprietorship Firm.</p> <p><b>Note: The Power of Attorney <i>Not Required if the Tender is submitted by Proprietor himself with</i> Affidavit (as per Form no.23 of Ch. IV of Pt-II))</b></p>
5.	<p><b>For HUF (Hindu Undivided Family) Firm (Para 1.3.4 (vii) of Ch.3, Part-I of Bid Document and para 14. (ii) (b) of tender form (2<sup>nd</sup> Sheet) of IRGCC- April-2022 with up to date correction slip).</b></p>
5.1	<p>Certificate for submitting the tender on behalf of HUF Firm as per <b>Form No.5</b> of Ch. IV of Pt-</p>

	<b>II of Bid document.</b>
5.2	A notarized or registered (with registrar) copy of Special Power of Attorney shall be submitted by HUF ( <b>as per Form No. 6 of Ch. IV of Pt-II of Bid document</b> ) in favour of the individual to tender for the work, sign the agreement etc. and create liability against the HUF Firm.  <b>Note: Special Power of Attorney Not Required if the Tender is submitted by Karta of HUF with above Affidavit (as per Form no.23 of Ch. IV of Pt-II).</b>
6	<b>For Partnership Firm (Para 1.3.4 (viii) of Ch.3, Part-I of Bid Document and para 14. (ii) (c) &amp; 18.10 of tender form (2<sup>nd</sup> Sheet) of IRGCC- April-2022 with up to date correction slip).</b>
6.1	A notarized or registered (with registrar) copy of the Partnership Deed, prior to date of tender opening as per the Indian Partnership Act.
6.2	A notarized or registered (with registrar) copy of Power of Attorney ( <b>as per Form no 7 of Ch. IV of Pt-II of Bid document</b> ) in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.  <b>Note: The Power of Attorney Required Even if one or more Partners are Authorized in Partnership Deed itself to sign on behalf of firm.</b>
6.3	Declaration of Existing partnership Firm <b>as per Form No 8 of Ch. IV of Pt-II of Bid document,</b>
6.4	Declaration by Newly formed Partnership firm <b>as per Form No 9 of Ch. IV of Pt-II of Bid document,</b>
6.5	With respect to above declarations, additional forms as per para 1.2.0 of Ch.3 Part-I of Bid documents shall be up loaded.
7	<b>For Limited Liability Partnership (LLP) Firm Registered under LLP Act 2008. (Para 1.3.4 (ix) of Ch.3, Part-I of Bid Document and para 14. (ii) (f) of tender form (2<sup>nd</sup> Sheet) of IRGCC- April-2022 with up to date correction slip).</b>
7.1	A Copy of LLP Agreement
7.2	A Copy of Certificate of Incorporation
7.3	A Copy of Resolution Passed by Partner(s) of LLP Firm for submitting the Tender and to Deal with Tender on behalf of the firm. ( <b>Form No 11 of Ch. IV of Pt-II of Bid document</b> ).
7.4	A copy of Authorization /copy of Power of Attorney ( <b>as per Form No 10 of Ch. IV of Pt-II of Bid document</b> ) issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to tender and/or to create liability against the LLP.). ( <b>Required Even if tender documents are submitted by Authorized/ power of attorney holder itself.</b> )
7.5	Declaration of newly formed LLP Firm <b>as per Form No 8 of Ch. IV of Pt-II of Bid document,</b>

7.6	Declaration by Existing LLP firm <b>as per Form No 9 of Ch. IV of Pt-II of Bid document,</b>
7.7	With respect to above declarations, additional forms as per para 1.2.0 of Ch.3 Part-I of Bid documents shall be up loaded.
<b>8</b>	<b>For Registered Society and Registered Trust (Para 1.3.4 (x), of Ch.3, Part-I of Bid Document and para 14. (ii) (g) of tender form (2<sup>nd</sup> Sheet) of IRGCC- April-2022 with up-to-date correction slip).</b>
8.1	A Copy of Certificate of Registration
8.2	A Copy of Memorandum of Association of Society
8.3	A Copy of Rules and Regulation of Society
8.4	A notarized or registered (with the Registrar) copy of Power of Attorney ( <b>as per Form No 12 of Ch. IV of Pt-II of Bid document</b> ) in favor of the individual to tender for the work, sign the agreement etc. and create liability against the Registered Society/Trust.  <b>Note: The Power of Attorney is Required even if documents are submitted by the authorized power of Attorney Holder himself as per 8.1, 8.2 above.</b>
<b>9.</b>	<b>Companies Registered under Company Act-2013 (Para 1.3.4 (xi) of Ch.3, Part-I of Bid Document and para 14. (ii) (e) of tender form (2<sup>nd</sup> Sheet) of IRGCC- April-2022 with up-to-date correction slip).</b>
9.1	Copy of Memorandum of Association (MOA)/Article of Association (AOA).
9.2	Copy of Certificate of Incorporation of Company
9.3	Copy of Resolutions passed by Board of Directors BOD Authorizing its Employee/Director to deal with Tender on behalf of Company.
9.4	A notarized or registered copy of Power of Attorney /Authorization issued by the Company (Backed by resolution of BOD), as per Performa Given ( <b>as per Form No 13 of Ch. IV of Pt-II of Bid document</b> ), in favor of the individuals to tender for the work, sign the MOU/JV agreement on behalf of the Company and create liability against the Company. ( <b>Required even if Tender is submitted by the authorized power of Attorney Holder itself</b> ).
9.5	Declaration Regarding Construction of Company for merging of another company
9.6	<b>In case of merger with another company the Bidder shall submit following additional Mandatory Documents on IREPS portal.</b>
a)	Details of company getting merged as per form no <b>2F of Ch. IV of Pt-II of bid document.</b>
b)	Copy of MOA /AOA of company getting merged
c)	Copy of Certification of Incorporation of company getting merged
d)	Resolution of BOD for merger of company with tenderer.

e)	Declaration regarding constitution of existing/ new company <b>as per Form No 14 of Ch. IV of Pt-II of Bid document</b>
10	<b>For Joint Venture (JV) Firm:</b> Following documents are mandatorily to be submitted by constituents of the JV firm depending upon their status (Para 1.3.4 (xii) of Ch.3, Part-I of Bid Document and Para 14. (ii) (d) & Para 17 of tender form (2 <sup>nd</sup> Sheet) of IRGCC- April-2022 with up to date correction slip).- <b>Not Applicable</b>
10.1	A Notarized or Registered (with registrar) copy of (MoU) Memorandum of Understanding ( <b>as per Form no. 15 of Ch. IV of Pt-II of bid document</b> ) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU of JV. <b>Not Applicable</b>
10.2	A Notarized or Registered (with registrar) copy of Power of Attorney ( <b>as per Form no. 16 of Ch. IV of Pt-II of bid document</b> ) to lead member, duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. <b>Not Applicable</b>
10.3	A Notarized or Registered (with registrar) copy of J V Agreement ( <b>as per Form no. 17 of Ch. IV of Pt-II of bid document</b> ) <b>Not Applicable</b>
11	<b>In addition to Mandatory documents mentioned for JV in Sr no 10 of this table, the Constituents of JV Firms shall upload the additional Mandatory documents as applicable according to status of their Firm(s) on IREPS portal.</b>
<b>Note:</b> <i>In the Table, Common Mandatory Documents mentioned at Sr no 1 to 3.7, shall be submitted by the Bidders/Firm(s). In addition, according to status of Firm(s) additional mandatory documents as applicable (among documents mentioned at Sr 4 to 11 shall also be submitted by the Bidder. Offer/Bid submitted without Mandatory Document(s) shall be summarily rejected.</i>	
<b>III</b>	<b>Financial Bid Submitted by the Bidders as per their Firms</b>
12	<b>Financial Bid:</b> Financial Bid shall be filled directly on the website <a href="https://www.ireps.gov.in">https://www.ireps.gov.in</a> through digital signature and not to be submitted in hard copy at all.  <b>The financial bid should neither be scanned &amp; uploaded, nor, the hard copy of the same should be submitted to the office of Employer.</b>
	Summary of Prices ( <b>Form No. 46 of Ch. IV of Pt-II of Bid document</b> ) with % age above or below or at par on the amount of Schedules duly filled in along with <b>Schedule of Prices (Form – 47 of Ch. IV of Pt-II of Bid document)</b> are to be submit <b>online mode only</b> in “Financial Bid”.  Financial Bid (as specified in “Financial Bid” in Tender Document) duly filled in is to be uploaded in “Financial packet”. The rates must be filled after downloading the financial bid document in the prescribed format from the website <a href="http://www.ireps.gov.in">http://www.ireps.gov.in</a> . The financial bid should be downloaded & then filled up, saved and uploaded on the E-tendering website using digital signature for signing the document.
<b>III</b>	<b>Desirable Documents to be submitted by the Bidder</b>

13	Tender Documents duly signed and scanned or digitally signed by the tenderer should be uploaded/submitted on IREPS portal.
14	<b><u>Addendum(s)/Corrigendum(s) to Bid Document published on IREPS portal <a href="https://www.ireps.gov.in">https://www.ireps.gov.in</a> :</u></b>  Copy of the <b>Addendum(s)/Corrigendum(s) to Bid Document</b> duly signed and scanned or digitally signed by the tenderer should be uploaded/submitted on IREPS portal.
15	List of plants & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in <b>Form No 2E of Ch. IV of Pt-II of Bid Document</b> .
16	List of Personnel, Organization available on hand and proposed to be engaged for the subject work in <b>Form No 2D of Ch. IV of Pt-II of Bid Document</b> .
17	<b>Information and Particular regarding Retired Railway/DFCCIL Engineer(s)</b>  Information and Particular of Retired Railway /DFCCIL Engineer(s)/ Officer(s) of Gazette rank being Partner and/or Director in the firm of bidder and regarding relative(s) of bidder employed in Gazetted Capacity on DFCC as per <b>Form No29 of Ch. IV of Pt-II of Bid document</b> .

**Note:** All relevant documents wherever applicable in support above Forms should uploaded along with respective Forms as applicable

### 1.2.1 GENERAL INFORMATION / DATA SHEET

DFCCIL's Bank Account	<p>The DFCCIL's Bank Account details is as under for making deposit in cash for the purpose of Security Deposit/ Performance Guarantee is as under:</p> <p>Name of Account: Dedicated Freight Corridor Corporation of India Limited</p> <p>Name CGM DFCCIL Noida</p> <p>Bank account number 513201010100590</p> <p>IFSC Code UBIN0546836</p> <p>Bank name UNION BANK OF INDIA</p> <p>Bank Branch MOTI BAGH – NEW DELHI</p>		
DFCCIL Contact-	DFCCIL Contact- 1	Sh. Hirdesh Kumar (PM/Civil/Noida)	
	Telephone/Mobile No.	+91-8018792551	
	E-mail ID	<a href="mailto:hirdeshkumar@dfcc.co.in">hirdeshkumar@dfcc.co.in</a>	
	DFCCIL Contact- 2	Sh. Alok Kr. Singh (DPM/Civil/Noida)	
	Telephone/Mobile No.	+91-8130990369	
	E-mail ID	<a href="mailto:alokkumar@dfcc.co.in">alokkumar@dfcc.co.in</a>	

**PART – I**  
**CHAPTER-III**  
**PREAMBLE**  
**&**  
**GENERAL INSTRUCTION TO TENDERERS**



### 1.3.1. INTRODUCTION

#### (i) Dedicated Freight Corridor

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

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

### 1.3.2. GENERAL INSTRUCTIONS (FOR ON LINE TENDERING SYSTEM)

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

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

Benefits to Suppliers/service providers are outlined on the Home-page of the portal (<https://www.ireps.gov.in>).

- A. **Instructions:** For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.
- B. **Bidding Methodology of On-line Bidding on IREPS portal.: Broad Outline of Activities from Bidders’ Perspective:**
  - i. Procure a Digital Signing Certificate (DSC)
  - ii. Register on Electronic Tendering System (ETS): Intending bidders are requested to register themselves with IREPS portal through <https://www.ireps.gov.in> for obtaining user-id and password.
  - iii. Create Users and assign roles on ETS
  - iv. View Notice Inviting Tender (NIT) on ETS
  - v. Download Official Copy of Tender Documents from ETS
  - vi. Clarification to Tender Documents on ETS– Query to DFCCIL (Optional) – view response to queries posted by DFCCIL, through addenda.
  - vii. **Bid-Submission on ETS:** Prepare & arrange all documents/papers for submission of bid. Submit Bid SECURITY on online as per instruction in para 1.3.5.
  - viii. Attend Public Online Tender Opening Event (TOE) on ETS
  - ix. Post-TOE Clarification on ETS (Optional)-Respond to DFCCIL’s post-TOE queries.
- C. **Digital Signature:** For integrity of Data and its authenticity/non repudiation of electronic records and to be compliant with IT ACT-2000, It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC), from any of the licensed Certifying Authority (“CA”) licensed by the Controller of Certifying Authority (CCA).[Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>] The Intended Bidders must have DSC to participate in e-tendering of DFCCIL.
- D. **Registration:** Intending bidders are requested to register themselves with IREPS portal through <https://www.ireps.gov.in> for obtaining user-id and password. **Registration with the <https://www.ireps.gov.in>**

should be valid at least up to the date of bid validity period (As mentioned in NIT & para 1.2.0 of Ch. 3 – Part-I.).

Bid can be submitted only during the validity of registration with the <https://www.ireps.gov.in>.

- E. **Help Desk for E-Tendering:** For any assistance, IREPS helpdesk may be contacted. Helpdesk options are available at IREPS portal's Home Page. IREPS helpdesk contact no. is 011-23761525
- F. **Accessing / Purchasing Of Bid Documents:** The Bidder can view notifications and tender documents on DFCCIL's website <https://dfccil.com> and/or <http://www.ireps.gov.in>, free of cost. The Interested bidders who wish to participate should visit website <http://www.ireps.gov.in>, which is the only website for bidding their offer.
- The BID DOCUMENTS can be viewed /downloaded from the <http://www.ireps.gov.in> free of cost till one day prior to last date of submission of the tender.
  - The amendments/clarifications to the BID DOCUMENTS, if any, will be posted on the DFCCIL website <https://dfccil.com> which can also be seen on <http://www.ireps.gov.in>.
  - The Physical copy of the tender document would not be sold / accepted.
  - Cost of Bid document for this Tender is Rs 11,800/-**
- G. **System Of Tendering:**
- Two Packet System of Tendering:** With a view to assess the Tender Technically without being influenced by the Financial Bid, "Two Packet System of Tendering" shall be adopted for contract valuing more than Rs. 10 Crores or as advised by DFCCIL Board time to time by updated policy /guidelines
  - Single Packet System of Tendering:** In case of tenders costing less than Rs 10 Crores single packet tender system will be followed and Technical & Financial of Tenderer(s) shall be opened and evaluated at the same time.  
**. (Not applicable in this Tender) ( As per Clause no 7A of Part-I of GCC-2022, with up to date correction slip.)**
- H. **Tender Documents:**
- The **Tender Document's Part- A-Technical Bid** Comprises NIT, Check list and General Data, Preamble and General instruction to Bidders, General Condition of Contract, Special Condition of Contract, Technical Specification, Special Technical Specification, Various Formsetc.
  - Tender Documents Part B** – Financial Bid comprises of Price Schedule.
  - The Addendums /Corrigendum, if any issued on IREPS portal are also the part of Tender Documents.
  - This tender document consists of following five parts:

PART/ CHAPTERS	DESCRIPTION
<b>PART – I</b>	
<b>Chapter I</b>	Notice Inviting E-Tender
<b>Chapter II</b>	General Information / Data sheet & Check list
<b>Chapter III</b>	Preamble & General Instructions to Tenderers

<b>Chapter IV</b>	General Conditions of Contract (GCC)
<b>Chapter V</b>	Special Conditions of Contract (SCC)
<b>PART - II</b>	
<b>Chapter I</b>	Technical Specifications
<b>Chapter II</b>	List of code used in the text (But not limited to the following)
<b>Chapter- III</b>	Priority of documents
<b>Chapter IV</b>	Tender Forms (Including Schedule of Prices)

- v. Clause applicable for tender documents downloaded from Internet. Tenderer/s is/are free to download tender documents at their own cost, for the purpose of perusal. Master copy of the tender document will be available in the office. 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 Employer's 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.

#### **I. Preparation and Submission of Bid:**

- i. The Bidder shall submit their Bid on line on IREPS portal (<http://www.ireps.gov.in>), following the instructions appearing on the screen. A Vendor manual containing the detailed guidelines for e-tendering system is also available on IREPS website. The Bid shall be submitted (**uploaded on the IREPS website**) in prescribed form and only in On-Line Mode. **Physical copy of BID (except Original BG of BID Security) shall not be accepted.**
- ii. **Online E- Bid System : The Technical Bid and** Financial bid shall be submitted online **on website** <https://www.ireps.gov.in> by the bidder before the schedule date and time of submission of bid as published in the tender notice (NIT), Ch.1-Pt-I of Bid document.
- iii. During Bid Submission, the Bidder shall submit the Bid Security, Offer letter (as per Form 1), relevant documents pertaining to Technical and Financial Eligibility, Credentials, Details of Firms, Organization details of Bidder, List of Works on hand, List of Machineries, Affidavit, Document related with the status of Firm of the Bidder, as per the prescribed Forms (As per Chapter 2 -Part-IV) and relevant paras of Bid document. In addition, some additional documents required according to status of firms the Bidder shall also be submitted. The Addendums /Corrigendum, if any issued on IREPS portal shall also be signed and submitted by the bidder.
- iv. **Note 1:** *It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The size of each document should not be more than 3.75 MB.*
- v. **The Bidder shall upload/submit these documents on the website** <https://www.ireps.gov.in>, with in stipulated date and time of submission of BID as published in NIT/(addendum if any). Any tender received later than the time and date of submission of tenders shall be rejected.
- vi. The Financial Bid shall be filled directly on the website <https://www.ireps.gov.in> through digital signature and not to be submitted in hard copy at all. **The financial bid should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to the office of Employer.**

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

**J. Documents to be submitted in the office of CGM/GM-Co-ord/DFCCIL: -**

S. No	Description	Documents
(1)	Bid Security Document (in case of Bid Security submitted in the form of Bank Guarantee)	Original instruments of BID SECURITY (Bank Guarantee) in sealed envelope to be dropped in Tender Box at Chief General Manager, Noida office address given in NIT.

**K. Documents to be uploaded/submitted by Bidder on IREPS Portal (<https://www.ireps.gov.in>) for Submission of BID:** - Information as required as per various forms of Tender Documents should be submitted by the Tenderer as per formats. The required documents may be Mandatory requirement or Desirable requirements. Offer submitted without Mandatory Documents shall be summarily rejected.

**Details of the Required Documents have been listed in Para 1.2.0 Part-I, Chapter-II- of this document for more information to Bidders.**

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

**M. Care to be taken in Submission of Tenders: -**

- a) Complete tender documents must be submitted online duly completed in all respect **up to the scheduled date and time mentioned in the Para 1.1.1 of Notice Inviting E-Tender.** Any modified date and time for submission of tenders shall be uploaded on DFCCIL website <https://dfccil.com> and <https://www.ireps.gov.in> . The detailed procedure of tender opening will be as per para 1.1.9.
- b) Financial Bid shall be filled directly on the website <https://www.ireps.gov.in> through digital signature and not to be submitted in hard copy at all. **The financial bid should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to the office of Employer.**
- c) 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.
- d) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive 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.
- e) 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. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

- f) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- g) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- h) When work is tendered by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- i) The DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- j) Regarding taxes & GST provisions of para 3.4 to 3.11 of GCC mentioned in Ch. 4, Part -I of the Bid Document should be seen.
- k) Tenders **containing erasures and/or alteration of the tender documents are liable to be rejected**. Any correction made by Tenderer(s) in his/their entries must be attested by him/them. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- l) The bid submitted after the scheduled time and date of Bid Submission as mentioned in NIT (or its addendum/Corrigendum) **shall be summarily rejected**.
- m) The bid Received after the scheduled time and date of Opening of Bid Submission as mentioned in NIT (or its addendum/Corrigendum) **shall be summarily rejected**.
- n) BID security shall be submitted either in Cash through e-payment gateway or in form of Bank Guarantee of Scheduled Commercial Bank of India. The Scanned copy of Bank Guarantee shall be uploaded on IREPS web site and the Original BG shall be Submitted at office of Chief General Manager Noida) at address given in NIT/ General Data Sheet (para 1.2.1 of Ch.2, Pt-I) before closing date for submission of bids (i.e. excluding the last date of submission of bids). Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to **summary rejection of bid**.
- o) Conditional tenders **are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever**. In case tenderer/s still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. DFCCIL will not take cognizance of any other conditions / variations from the tender stipulations mentioned at any other place in the tender documents.
- p) The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition **is liable to disqualify the tender** in which bidder has participated and BID SECURITY of all such tenderers shall stand forfeited.
- q) **Withdrawal of Tender:** No tender can be withdrawn after scheduled date and time of submission and during tender validity period.
- r) **Modification / Substitution/ Withdrawal of bids:**

- i. The Bidder may modify, substitute or withdraw its e-bid after submission but prior to scheduled date and time of submission of tender. No Bid shall be modified, substituted or withdrawn by the Applicant after scheduled date and time of submission of tender.
- ii. Any alteration/ modification in the Bid or additional information supplied subsequent to the scheduled date and time of submission of tender, unless the same has been expressly sought for by the Authority, shall be disregarded.
- iii. For modification of e-bid, applicant/tenderer has to detach its old bid from e- tendering portal and upload / resubmit digitally signed modified bid.
- iv. For withdrawal of bid, applicant/tenderer has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- v. Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, applicant/tenderer cannot re-submit e-bid again.

**s) Opening And Evaluation of Bids:**

- i. Opening of Bids will be done through online process.
- ii. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- iii. The Financial Bid shall be opened(online) after the Technical Bid on scheduled date and time of Opening of the Bid/Tender as published in NIT (or as amended through addendum / Corrigendum). 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.
- iv. The DFCCIL Authority shall open bid documents received in electronic form at the scheduled date and time of opening of tender (the Bidders who choose to attend may remain present during opening of Tender). The DFCCIL Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the BID DOCUMENTS.
- v. The Financial Bid will be opened of the prequalified and short-listed Bidders. The date of opening of Financial Proposal will be notified later on.

**1.3.3. SCOPE OF WORK**

**USFD testing of rails, welds, SEJ and Turnouts as per Need Based Concept of USFD as per "Indian Railway Standard Specification Manual for Ultrasonic testing of Rails and welds, Revised- 2022 (with latest correction slips) issued by RDSO" of entire WDFC (New Dadri to JNPT) section of DFCCIL for 3 years**

The scope of work mainly includes, but not limited to following between New Dadri to JNPT section of WDFC:

- i. USFD testing of Rails with state of the art B-Scan digital technology with testing capability of 9 probes/channels per rail as per RDSO Manual of Ultrasonic Testing of Rails & Welds (Revised-2022) with all latest correction slips.
- ii. USFD testing of AT weld joints & SEJ as per RDSO Manual of Ultrasonic Testing of Rails & Welds (Revised-2022) with all latest correction slips.
- iii. USFD Testing of Turnouts rail as per RDSO Manual of Ultrasonic Testing of Rails & Welds (Revised-2022) with

all latest correction slips.

- iv. Temporary Works: Making any temporary work to facilitate the work and for the purpose of arranging any temporary land for the working or stacking of materials of contractor at no extra cost.
- v. Incidental Works: Safety, Health & Environment (SHE) compliances, Quality Assurance, Interface Management with other contractor, Restoration of existing roads and services other than being relocated / dislocated on account of DFC alignment during the work, management of road traffic around the worksite at no extra cost.
- vi. Obtaining relevant certificates or clearances from local/civil authorities viz. lease, permits, licenses, completion certificate, mining clearance, fire clearance or any other mandatory clearances which may be specified by these authorities from time to time.
- vii. Obtaining permission for Works with or without traffic block from concerned Railway authority/DFCCIL interfacing agencies for work in close vicinity of Indian Railway track, wherever applicable and DFCC shall assist in obtaining such permits.
- viii. Testing as per specification, relevant IS Codes / RDSO standard.
- ix. Other miscellaneous works as listed in Schedules / GCC/ SCC.
- x. The work will be executed in close proximity of running electrified Railway track hence, the contractor will have to take necessary precautions for safety of men, material and machinery and nothing extra will be paid on this account.

Note: The scope of work is only indicative and as per requirement any other item essentially required for the work may be added in the scope of work or location may change.

#### **1.3.4. CONSTITUTION OF THE FIRM:**

- i. Tenderer shall clearly specify whether the tender is submitted as Sole Proprietor or on behalf of Hindu Undivided Family (HUF)/ a Partnership Firm / Limited Liability Partnership (LLP) Firm/ Company registered under Indian Company Act/ Registered Society /Registered Trust / Joint Venture (JV) etc.
- ii. The tenderer whether sole proprietor/ a company or a partnership firm/ registered society / registered trust / HUF / LLP 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 sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.
- iii. A separate 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, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: *A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in jurisdiction where power of attorney is being used. However, the power of*

*attorney provided by the bidders from countries that have signed Hauge legislation Convention 1961 are not required to be legalized by Indian Embassy if it carries confirming Apostille Certificate.*

- iv. The tenders are also advised to see detailed notes and explanations given in para no 1.3.10, 1.3.11 and 1.3.13 of Ch.3 pt-I (of Bid document) regarding eligibility criteria/credential of bidders.
- v. The tenderer shall submit full details of the constitution of the Firm(s) i.e., Sole Proprietor/ Hindu Undivided Family (HUF)/ Partnership Firm/ Limited Liability Partnership (LLP) Firm/ Company Registered Under Indian Company Act/ Registered Society /Registered Trust/ Joint Venture (JV) etc. The Bidder shall submit the documents such as Bid security, Eligibility Criteria, Credentials, Affidavits, Integrity pacts, Anti Profiteering declarations, MOUs, Partnership deed, Article of Association, Memorandum of Associations, Certificate of incorporations, Power of Attorney and any other relevant documents etc. as applicable according to status of their Firm(s).
- vi. **Sole Proprietorship Firm:**
  - a. Mandatory documents pertaining to. as per Sr. 1 to 3.6 and Sr no 4 of table of para 1.2.0, of Ch3 of Pt-I.
  - b. Financial Bid (as per Sr. No 12 of table of para 1.2.0, of Ch3 of Pt-I)) **(Mandatory)**.
  - c. Desirable documents as per Sr No 13 to 17.
- vii. **Hindu United Family:**
  - a. Mandatory documents as per Sr. 1 to 3.6 and Sr no 5 of table of para 1.2.0, of Ch3 of Pt-I.
  - b. Financial Bid (as per Sr. No 12 of table of para 1.2.0, of Ch3 of Pt-I)) **(Mandatory)**.
  - c. Desirable documents as per Sr No 13 to 17.
- viii. **Participation of Partnership Firms in works tenders:**
  - 1. The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
  - 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 as per the Indian Partnership Act, prior to submission of tender.
  - 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.
  - 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 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 and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission 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 full Bid Security shall be forfeited.
  - 5. If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission 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 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 the Standard General Conditions of Contract.

6. 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.
7. The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
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.
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.
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 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 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, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard 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.
11. 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 DFCCIL.
12. The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm.
13. The following documents shall be submitted by the partnership firm, with the tender:
  - a. Mandatory documents as per Sr. 1 to 3.6 and Sr no 6 of table of para 1.2.0 (K), of Ch3 of Pt-I.
  - b. Financial Bid (as per Sr. No 12 of table of para 1.2.0 (K), of Ch3 of Pt-I) **(Mandatory)**.
  - c. Desirable documents as per Sr No 13 to 17 of table of para 1.2.0 (K), of Ch3 of Pt-I).
- ix. **Limited Liability Partnership (LLP) Firm:** The criteria for Partnership firm in above paras 1.3.6.6 (12) will be applicable to Limited Liability Partnership (LLP) firms. The following documents shall be submitted by the LLP firm, with the tender:

- a. Mandatory documents as per Sr. 1 to 3.7 and Sr no 7 of table of para 1.2.0, of Ch3 of Pt-I.
  - b. Financial Bid (as per Sr. No 12 of table of para 1.2.0, of Ch3 of Pt-I)) (**Mandatory**).
  - c. Desirable documents as per Sr No 13 to 17 of table of para 1.2.0 , of Ch3 of Pt-I).
- x. **Registered Society/ Registered Trust:**
- a. Mandatory documents as per Sr. 1 to 3.7 and Sr no 8 of table of para 1.2.0 , of Ch3 of Pt-I.
  - b. Financial Bid (as per Sr. No 12 of table of para 1.2.0 , of Ch3 of Pt-I)) (**Mandatory**).
  - c. Desirable documents as per Sr No 13 to 17 of table of para 1.2.0 , of Ch3 of Pt-I).
- xi. **Registered Company:**
- a. Mandatory documents as per Sr. 1 to 3.7 and Sr no 9 of table of para 1.2.0 , of Ch3 of Pt-I.
  - b. Financial Bid (as per Sr. No 12 of table of para 1.2.0 , of Ch3 of Pt-I)) (**Mandatory**).
  - c. Desirable documents as per Sr No 13 to 17 of table of para 1.2.0, of Ch3 of Pt-I).
- xii. **Participation of Joint Venture (JV) in Works Tender: Not Applicable**
1. Separate identity/name shall be given to the Joint Venture.
  2. Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
  3. A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.
  4. The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
  5. Bid Security shall be submitted by JV or authorized person of JV either as:
    - a. Cash through e-payment gateway or as mentioned in tender document, or
    - b. Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.
  6. A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
  7. Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, ***the full Bid Security shall be liable to be forfeited.***
  8. Approval for change of constitution of JV shall be at the sole discretion of the DFCCIL. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member

shall continue to be the Lead Member of the JV. Failure to observe this requirement ***would render the offer invalid.***

9. Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
10. On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
11. On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP).
12. A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the DFCCIL before signing the contract agreement for the work. ***In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract.*** The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
  - a. **Joint and Several Liability** - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
  - b. **Duration of the Registered Entity** - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
  - c. **Governing Laws** - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

**13. Authorized Member – Not Applicable**

Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the Contract, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

**14. Deleted**

**15. Documents to be enclosed by the JV along with the tender:**

**(A) Sole Proprietorship Firm Participating as Member Of JV:**

- a. Mandatory documents as per status of Firms (as per Sr. 1 to 3.7 and Sr no 10, 11.1 of table of para 1.2.0, of Ch3 of Pt-I)).
- b. Financial Bid (as per Sr. No 12 of table of para 1.2.0, of Ch3 of Pt-I)) **(Mandatory)**.
- c. Desirable documents as per Sr No 13 to 17 of table of para 1.2.0, of Ch3 of Pt-I).

**(B) Hindu Undivided Family (HUF) Firm Participating as Member Of JV:**

- a. Mandatory documents as per status of Firms (as per Sr. 1 to 3.7 and Sr no 10, 11.2 of table of para 1.2.0, of Ch3 of Pt-I)).
- b. Financial Bid (as per Sr. No 12 of table of para 1.2.0, of Ch3 of Pt-I)) **(Mandatory)**.
- c. Desirable documents as per Sr No 13 to 17 of table of para 1.2.0, of Ch3 of Pt-I).

**(C) For Partnership Firm Participating as Member Of JV**

- a. Mandatory documents as per status of Firms (as per Sr. 1 to 3.7 and Sr no 10, 11.3 of table of para 1.2.0, of Ch3 of Pt-I)).
- b. Financial Bid (as per Sr. No 12 of table of para 1.2.0 , of Ch3 of Pt-I)) **(Mandatory)**.
- c. Desirable documents as per Sr No 13 to 17 of table of para 1.2.0, of Ch3 of Pt-I).

**(D) For Limited Liability Partnership Firm Participating as Member Of JV:**

- a. Mandatory documents as per status of Firms (as per Sr. 1 to 3.7 and Sr no 10, 11.4 of table of para 1.2.0, of Ch3 of Pt-I)).
- b. Financial Bid (as per Sr. No 12 of table of para 1.2.0, of Ch3 of Pt-I)) **(Mandatory)**.
- c. Desirable documents as per Sr No 13 to 17 of table of para 1.2.0, of Ch3 of Pt-I).

**(E) Documents Mandatory for Registered Society and Trust Participating as a Member Of JV.**

- a. Mandatory documents as per status of Firms (as per Sr. 1 to 3.7 and Sr no 10, 11.5 of table of para 1.2.0, of Ch3 of Pt-I)).
- b. Financial Bid (as per Sr. No 12 of table of para 1.2.0, of Ch3 of Pt-I)) **(Mandatory)**.
- c. Desirable documents as per Sr No 13 to 17 of table of para 1.2.0, of Ch3 of Pt-I).

**(F) For Company Participating as Member Of JV**

- a. Mandatory documents as per status of Firms (as per Sr. 1 to 3.7 and Sr no 10, 11.6 of table of para 1.2.0, of Ch3 of Pt-I)).
- b. Financial Bid (as per Sr. No 12 of table of para 1.2.0, of Ch3 of Pt-I)) **(Mandatory)**.
- c. Desirable documents as per Sr No 13 to 17 of table of para 1.2.0, of Ch3 of Pt-I).

16. The Credentials & Qualifying criteria (Technical, Financial & Bid capacity) for JV deliberated in para 1.3.30 of Ch.3, Part-I of the Bid Document.

- xiii. If it is mentioned in the tender submission that it is being submitted on behalf of / by a Sole Proprietorship Firm / Hindu Undivided Family Firm/ Partnership Firm / LLP/ Registered Company/ Registered Society/Trust/ Joint venture etc., **but above-mentioned mandatory documents (as applicable vide relevant para among 1.3.4) are not enclosed along with tender, the tender shall be summarily rejected.**
- xiv. 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.
- xv. After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP 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 DFCCIL's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

- xvi. A tender from Joint Venture shall be considered only where permissible as per the tender conditions.
- xvii. The DFCCIL will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. DFCCIL may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

### 1.3.5. EARNEST MONEY DEPOSIT/BID SECURITY

- a. The tender must be accompanied by Bid Security in favor of '**Dedicated Freight Corridor Corporation of India Limited, Noida**' deposited in any of the forms as mentioned in Sub-Para 1.3.5(c) below, failing which the tender will not be considered.
- b. The tenderer shall be required to submit the Bid Security 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 Bid Security shall be as under:

Value of the Work	Bid Security
For works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore

Note:

- i. The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
  - ii. Any firm registered with under Udyam Registration for the item tendered as MSEs will be exempted from payment of earnest money.
  - iii. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
  - iv. Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- c. The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Form No -1 A** and shall be valid for a period of 90 days beyond the bid validity period.
- d. In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) (<https://www.ireps.gov.in>) while applying to the tender.
  - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (**i.e. excluding the last date of submission of bids**).
  - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering (IREPS) portal (<https://www.ireps.gov.in>) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.

- iv. The Tender/Bid Security (in form of BG) shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the \*\*\*\*\* Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the DFCCIL assumes no responsibility for the misplacement or premature-opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- e. Subject to exemptions provided under para 1.3.5 (b) of ch.3, Pt-1 of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
- f. The Tenderer(s) shall keep the offer open for a minimum for Validity period of tender (as published in NIT and amended from Time to time) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not reside 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, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the DFCCIL.
- g. If his tender is accepted,
  - i. the Bid Security mentioned in sub para 1.3.5 (b) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
  - ii. the Bid Security mentioned in 1.3.5 (b) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.
- h. The Bid Security of other Tenderers (unsuccessful Tenderers) shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon. No interest shall be paid by DFCCIL on Bid Security amount.
- i. In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the DFCCIL shall return the Bid Security so retained as per sub para(g) above, to the Contractor.
- j. The Bid Security (paid through cash/e-payment gate way) shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in this tender document from the date of opening of tender. If the validity of the offer is extended, the validity of Bid Security should also be extended failing which the offer after the expiry of the aforesaid period may not be considered by the DFCCIL.

*k. Subject to exemptions provided under Note (ii) of para 1.3.5 (b) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.*

1. *Regarding recovery or releasing of Security deposit Please refer Sub-clauses 16. (1) to 16. (3) of General Conditions of Contract (GCC).*

#### **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 Technical Bid of the tender or as mentioned in the Tender Notice.

#### **1.3.7. 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 reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by DFCCIL administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.
- 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 tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.
- 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 DFCCIL reserves the right to reject such tender at any stage.
- d. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the DFCCIL shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the DFCCIL shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

#### **1.3.8. EXECUTION OF CONTRACT AGREEMENT**

- a. The successful tenderer, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the DFCCIL through a Letter of Acceptance (LOA). Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between DFCCIL and the contractor till such time the contract agreement is signed.
- b. The Tenderer whose tender is accepted shall be required to appear in person at the Employer's office or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement preferably within 30 days but in no case later than 60 days after issue of letter of acceptance. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the Bid Security accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.
- c. Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).
- d. In the event of any tenderer whose tender is accepted refuses to execute the contract agreement as here in before

provided, DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the Bid Security.

- e. For Maintenance Contracts, awarded on the basis of the percentage above or below the applicable chapter(s) of Standard Schedule of Rates (SSOR) for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Form No -44 During the currency of the Zone Contract, work orders as per specimen form Form No-45. (i) For works not exceeding ₹ 10,00,000 each, work order shall be issued by the Chief General Manager (ii) For works not exceeding ₹ 5,00,000 each shall be issued by Dy.Chief Project Manager under the agreement for Maintenance Contract.
- f. For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Form No 31 of Ch2 of Pt-IV of Bid Document.

### 1.3.9. TENDERER'S ADDRESS

The tenderer should state in the tender his postal address, contact number and e-mail address legibly and clearly. Any communication sent to the tenderer by post/e-mail at his postal/e-mail address shall deemed to have reached the tenderer duly and in time.

### 1.3.10. (i) ELIGIBILITY CRITERIA

#### A. Technical Eligibility Criteria –

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

- i. Three similar works each costing not less than the amount equal to 30% of advertised value of each component of the tender, or
- ii. Two similar works each costing not less than the amount equal to 40% of advertised value of each component of the tender, or
- iii. One similar work costing not less than the amount equal to 60% of advertised value of each component of the tender.

Sl. No	Description of works	Amount of Schedule(Rs.) (Including GST)	Technical Eligibility	Similar Nature of work
1	2	3	4	5
1.	USFD testing of Rails / Welds/SEJs/Turnouts as per Schedule of rates (Form No. 47)	Rs. 11,13,23,908.61/-	As per para 1.3.10	USFD testing of Rails/Welds on main Line with RDSO approved Operator and Equipment
Grand Total (Including GST)		Rs. 11,13,23,908.61/-		

#### 3.1.10.(i)(A)(I) : Note Regarding Technical Eligibility Criteria:



1. Similar nature of work is defined as “**USFD testing of Rails / Welds on main line with RDSO approved Operator & equipment**” vide letter no. HQ/GM/(CM)/E-Office Computer No. 16987 dated 02.02.2023
2. For technical eligibility, the Bidder shall upload list of similar works completed during last 07 years ending last day of month previous to the one in which tender is invited as per Form No 2A-II /2A-III/ 2A-IV of Ch.2 of Pt-IV of Bid documents.
3. The bidder shall upload self-attested completion certificate (issued by the Client/Authority) containing details as per form No **2A-II /2A-III/ 2A-IV of Pt-IV of Bid documents.** in following Forms as applicable:
  - i. The Completion Certificate issued by Govt. Agencies/ Organisations/Institutions /PSU etc. shall be as per **Form No. 2A-II** of Ch.2, of Pt-IV of bid document,
  - ii. The Completion Certificate issued by Concessionaire shall be as per **Form No. 2A-III** of Ch.2, of Pt-IV of bid document. **(Not applicable for this tender).**
  - iii. The Completion Certificate issued by Public Listed Company shall be as per **Form No. 2A-IV** of Ch.2, of Pt-IV of bid document.
  - iv. Work experience certificate from private individual shall not be considered.
  - v. The Completion Certificate of works which have been directly awarded to the tenderer by Govt. Organization/ Semi Govt. Organization/ Public Sector Undertaking / Autonomous bodies/ Municipal Bodies.
  - vi. In addition to work experience certificates issued by any Govt. Organization(s), the work experience certificate 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 be considered for technical eligibility of Bidder.
  - vii. Completion Certificate issued by Public listed company shall be considered *provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.*
  - viii. In case tenderer submits work experience certificate issued by public listed company, *the tenderer shall also submit along with work experience certificate the relevant copy of work order, bill of quantities bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received an copy of final/last bill paid by company in support of above work experience certificate.*
  - ix. Details of works physically completed should be submitted in the proforma as per ‘Annexure-2A-I’.
4. For Technical Eligibility Criteria in 1.3.10 (i) value of completed work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member’s share in that JV firm for the purpose of satisfying his / her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.
5. In case the tenderer/s is a partnership firm, the work experience shall be in the name of partnership firm only.
6. Please refer explanatory notes in para 1.3.13.

### 1.3.11. (i)(B): FINANCIAL ELIGIBILITY CRITERIA

Criteria Requirement
<p>The tenderer must have minimum average annual contractual turnover of V/N or V whichever is less; where,</p> <p>V= Advertised value of the tender in crores of Rupees</p> <p>N= Number of years prescribed for completion of work for which bids have been invited.</p> <p>The average annual contractual turnover shall be calculated as an average of “total contractual</p>

payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

The tenderers shall submit requisite information as per Form 2B, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

**1.3.11.(i)(B)(I) Note Regarding Financial Eligibility Criteria:**

1. The JV shall satisfy the requirement of “Financial Eligibility” mentioned at para 1.3.11 (i)(B) above. The “financial capacity” of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 1.3.11 (i)(B) above.
2. The arithmetic sum of individual “financial capacity” of all the members shall be taken as JV’s “Financial capacity” to satisfy this requirement.
3. Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member’s share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.
4. In case the tenderer/s is a partnership firm, the turnover etc. shall be in the name of partnership firm only.
5. The technical eligibility for the work as per para 1.3.10 (i) (A) of Chapter 3, Part I, shall be satisfied by either the ‘JV in its own name & style’ or ‘Lead member of the JV’.
6. Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 1.3.10 (i) (A) of Chapter 3, Part I, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

Please refer explanatory notes in para 1.3.11 (ii).

**1.3.12. (i) (C) BID CAPACITY (NOT APPLICABLE)**

**1.3.13. EXPLANATORY NOTES FOR CLAUSE 1.3.10 (I) -ELIGIBILITY CRITERIA:**

1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor’s default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials

4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work.
5. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.
6. In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
7. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Notes of Para 1.3.10, the same shall be considered for the purpose of fulfillment of credentials.
8. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
9. The tenderer shall submit Affidavit as per **Form No.26** (Ch. IV of Pt-II), executed on Stamp paper of Rs 300/- and duly Notarized by the Notary of Public.

**10. Partnership firm:**

- 9.1. **In case of newly formed partnership firm**, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2$  \* 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.

- 9.2. **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

*For example, 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.

- 9.3. **In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no.** of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles in above Para 9.2.

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.

- 9.4. 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.

- 9.5. 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.
- 9.6. 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.
- 9.7. 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.
11. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
12. In case company A is merged with company B, then company B would get the credentials of company A also.

**1.3.14. (i) CREDENTIALS OF TENDERER**

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

- a. For Technical eligibility criteria, the details will be submitted in Form No.2AI & 2AII along with supporting documents.
- b. For Financial eligibility criteria, the details will be submitted in Form No.2B along with supporting documents.
- c. For Bid Capacity, the details will be submitted in Form No. 2C along with supporting documents.
- d. The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- e. The following will be applicable for evaluating the eligibility:

The tenderer shall be considered disqualified/in-eligible if:

- i. 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 or DFCCIL pertaining to banning of Business, with the banning being valid as on the date of submission the Tender.
- ii. 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.
- f. 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 or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day

of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

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

- g. The tenderer shall furnish information for making payment through ECS/ NEFT / RTGS (Tender Form No. 8 of Ch.2, Part IV of the tender documents).

#### **1.3.14 (ii) SYSTEM OF VERIFICATION OF TENDERER'S CREDENTIAL**

1. For the works tenders, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of certificates submitted by the tenderer, shall be self-attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self –attestation shall include signature, stamp and date (on each page).
2. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted on IREPS portal by the bidder is enclosed as **Form-22**. Non submission of an affidavit by the bidder shall result in **summary rejection of his/their bid**. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted documents of tenderer as far as his qualification for the tender is concerned.
3. The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of the DFCCIL there under.
4. In case of any wrong information submitted by tenderer, the contract shall be terminated, Bid Security Deposit, Performance (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire DFCCIL for 5(five) years.
5. If the Tenderer/s deliberately gives any wrong information about credentials/documents in his/ their tenders and thereby create(s) circumstances for acceptance of his/their tender, DFCCIL reserves the right to reject such tender at any stage, besides, shall suspend business with such tenderer. The Bid Security, Performance Guarantee, Security Deposit available with the DFCCIL shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.
6. 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. Bid Security, Performance Guarantee and Security Deposit available with the DFCCIL shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.

#### **1.3.14 PERIOD OF COMPLETION**

The entire work is required to be completed in all respects within **36 months** from the date of issue of the acceptance letter. Time is the essence of contract. The contractor shall be required to maintain steady and regular progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated time.

#### **1.3.15 PRE-BID MEETING (NOT APPLICABLE)**

#### **1.3.16 MAKE IN INDIA POLICY**

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.

The Bidder must indicate the percentage of local content as stipulated in Public Procurement (preference to Make in India), order 2017 as amended from time to time and its subsequent orders/ notification issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as class I local supplier is 50% and to qualify as Class II local supplier would be 20%. Non local suppliers are not eligible to participate as per provisions of the public Procurement (Preference to Make In India), Order 2017 and its subsequent amendment. The bidder shall be required to upload a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or by a practicing cost accountant or practicing chartered accountant (if bidder is other than companies), giving the percentage of local content. Preference shall be given to class I local suppliers as per provisions of the Public Procurement (Preference to Make in India), order 2017 and its subsequent amendments.

#### **Permission to Bid for a bidder from a country which shares Land boundary with India**

Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

#### **1.3.17 QUANTUM OF WORK AND MATERIALS**

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

#### **1.3.18 EMPLOYER NOT BOUND TO ACCEPT ANY TENDER**

The employer shall not be bound to accept the lowest or any tender or 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.

#### **1.3.19 SCHEDULE OF PRICES**

The Form-3 and Form-4 of Part-IV, Chapter-II of BID DOCUMENTS lists out the Schedule of Prices for various items. Based on these, the total tender value has also been worked out.

#### **1.3.20 PERFORMANCE GUARANTEE: REFER CLAUSE 16.4 OF GCC**

#### **1.3.21 NEGOTIATION**

If DFCCIL decides 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..... dated my original tender shall remain open for acceptance on its original terms and conditions."

### 1.3.22 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 equipment and the machinery that they intend to use for the execution of the work. The tenderers should also select suitable sites for the purpose of locating their store yard, laboratory, staff quarters etc., and satisfy themselves with regard to the feasibility of transporting the girders, etc. from the yard to the final site of placement etc.

**1.3.23** Tenderer(s) who can participate for this tender/Bid are company, firm, Joint venture/Partnership Firm/ Limited liability partnership/HUF/Registered society and Registered trust/MSE as per their eligibility detailed in this tender document.

### 1.3.24 PRELIMINARY EXAMINATION OF BIDS

- a. The DFCCIL shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- b. Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- c. The rates should be quoted 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.
- d. Prior to the detailed evaluation, DFCCIL shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:
  - i. That affects in any substantial way the scope, quality or Performance of the contract.
  - ii. That limits in any substantial way, inconsistent with the bidding documents, the DFCCIL's rights or the successful Bidder's obligations under the contracts; or
  - iii. Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- e. If a bid is not substantially responsive, it shall be rejected by the DFCCIL.
- f. In case of tenders containing any conditions or deviations or reservations about contents of tender document. DFCCIL can **summarily reject such tender**.
- g. **Clarification of Bids:** To assist in the examination, evaluation & comparison and prequalification of the Tender, the DFCCIL may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the DFCCIL shall not be entertained or considered. The DFCCIL request for clarification and the response of the bidder in this regard shall be in writing.

### **1.3.25 EVALUATION AND COMPARISON OF TENDERS**

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

### **1.3.26 CANVASSING**

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

### **1.3.27 AWARD OF CONTRACT**

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

### **1.3.28 UNDERSTANDING AND AMENDMENTS OF TENDER DOCUMENTS**

1. The bidder must own all responsibilities and bear all cost for obtaining all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
2. The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and should obtain at his own cost all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.
3. At any time prior to the deadline for submission of bids, DFCCIL may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Amendment, which shall be part of the Tender documents.
4. DFCCIL may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

### **1.3.29 PROVISION FOR MEDIUM & SMALL ENTERPRISES (MSE)**

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

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



- ii. Khadi and Village Industries Commission
  - iii. Khadi and Village Industries Board
  - iv. Coir Board
  - v. National Small Industries Corporation
  - vi. Directorate of Handicraft and Handloom
  - vii. Any other body specified by Ministry of MSME.
4. The MSEs must also indicate the terminal validity date of their registration.
- Falling (3) & (4) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.
5. Definition of MSEs owned by SC/ST is as give below:
- i. In case of proprietary MSE, proprietors (s) shall be SC/ST.
  - ii. In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
  - iii. In case of Private Limited Companies at least 51% share shall be held by SC/ST promoters.
6. All bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/tender process or other tender requirements and L-1 price.
7. The above facilities shall not be applicable for the items for which they are not registered.
8. The tenderer (s) shall submit copy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSMEs shall also submit a copy of “Entrepreneur’s Memorandum (Part-II)” of the concerned district center where the unit is established.
9. **Registration of Udyog Aadhar Memorandum (UAM):** All Micro, Small and Medium Enterprises (MSMEs) bidders are required to declare UAM Number on CPPP / <https://www.ireps.gov.in> failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for tenders invited electronically through CPPP / <https://www.ireps.gov.in>.

### 1.3.30 JOINT VENTURE (JV) FIRMS IN WORKS TENDERS: Not Applicable

- i. Please refer details given in para 1.3.10 (1 to 14) of Ch.3, Part-I of Bid document.
- ii. **Credentials & Qualifying Criteria:** *Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:*
  - I. **Technical Eligibility Criteria** (‘a’ or ‘b’ mentioned hereunder):
    - a. For Works without composite components

The technical eligibility for the work as per para 1.3.10 (i) of Chapter 3, Part I, shall be satisfied by either the ‘JV in its own name & style’ or ‘Lead member of the JV’.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 1.3.10 (i) of Chapter 3, Part I, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during last 07 (seven) years,

ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

b. For works with composite components

The technical eligibility for major component of work as per para 1.3.10 (i) of Chapter III Part I, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 1.3.10 (i) of Chapter 3, Part I, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 1.3.10 (i) of Chapter 3, Part I, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non- lead) member of must have satisfactorily completed or substantially completed during last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria in para 1.3.10 (i).

***Note for Para 1.3.30 :***

- i. The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.
- ii. Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.

**II. Financial Eligibility Criteria**

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 1.3.11 (i)(B) of Chapter III Part I. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 1.3.11(i)(B) of Chapter III Part I.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

**Note:** Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.

**III. Bid Capacity (Not Applicable)**

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 1.3.12 of Chapter III Part I. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

**1.3.31 PARTICIPATION OF PARTNERSHIP FIRMS IN WORKS TENDERS:**

- i. Detailed deliberation given in para 1.3.4 of Ch. 3, Part-I of the Bid Document.
- ii. 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 para 1.3.10, 1.3.11 and 1.3.13 of Chapter III Part I of the Tender document.

**PART – I**  
**CHAPTER - IV**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

## 1. 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. “DFCCIL”/ “Employer” shall mean Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a company incorporated under the companies Act, 1956 and having its Registered & Corporate office at Supreme Court Metro Station Building Complex, New Delhi 110001 which expression shall also include its legal successors and permitted assigns.” Acting through Chief General Manager/General Manager(Co)/Chief Project Manager/Additional Chief Project Manager or official specified in tender document.
  - b. “Railway” shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matter which these presents are concerned on his behalf.
  - c. “General Manager of Railway” shall mean the officer - in-charge of the General Superintendence and Control of the Railway and shall mean and include their successors, of the successor Railway and shall also include Managing Director/ Director of DFCCIL;
  - d. “Chief Engineer” shall mean the officer - in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction) and shall also include Group General Manager /Chief General Manager/ General Manager (Coordination)/Chief Project Manager of DFCCIL.
  - e. “Divisional Railway Manager” shall mean the Officer in-charge of a Division of the Railway and shall also mean any officer nominated by “Railway” and shall mean and include their successors of the successor Railway.
  - f. “Engineer” or Employer’s Engineer shall mean the Additional General Manager/ Joint General Manager/Dy. Chief Project Manager/Project Manager of DFCCIL or his representative nominated to act as Engineer or PMC appointed by DFCCIL.
  - g. “Engineer’s Representative” shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineers of Railway or JPM/APM/DPM of DFCCIL in direct charge of the work and shall include any Sr. Sec./Sec./Jr.Engineer/Executive/Sr. Executive, of DFCCIL of Civil Engineering / Signal & Telecommunication Engineering / Electrical Engineering Department appointed by DFCCIL and shall mean and include the Engineer’s Representative of the PMC appointed by DFCCIL.
  - h. “Contractor” shall mean the Person / Firm / LLP/ Trust / Cooperative 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.
  - i. “Contractor’s authorized engineer” shall mean a graduate engineer having more than 3 years’ experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
  - j. “Contract” shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of DFCCIL modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract.
  - k. “Works” shall mean the works to be executed in accordance with the contract.
  - l. “Specifications” shall mean the Specifications for materials and works referred / mentioned in tender documents.

- m. “Drawing” shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- n. “Constructional Plan” shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- o. “Temporary Works” shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- p. “Site” shall mean the land and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the DFCCIL for the purpose of the Contract.
- q. “Period of Maintenance” shall mean the defect liability period (DLP) from the date of completion of the works as certified by the Engineer.
- r. “Bid” or “Tender”, “Bidder” or “Tenderer” wherever appearing in this document shall have the same and interchangeable meaning.
- s. Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- t. “Bill of Quantities” shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the DFCCIL.
- u. Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-
  - i. “Unified Standard Schedule of Rates of the Railway (USSOR)” i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
  - ii. “Delhi Schedule Of Rates (DSR)” i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

**1.2 Singular and Plural:** - Words importing the singular number shall also include the plural and vice versa where the context requires.

**1.3 Headings & marginal headings:** -The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

## **2. 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, equipment's and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the DFCCIL to the contractors unless distinctly specified in the contract documents. Materials or works

described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

2.2. If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project Authority/DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect all respects as if the Contractor and the Successor Railway/Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

2.3. If for administrative or other reasons the contract is transferred to the Successor Railway/Successor Project Authority of DFCCIL the contract shall notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway /Project Authority/ DFCCIL in the same manner and take effect in all respect as if the Contractor and the Successor Railway/ successor Project Authority of DFCCIL had been parties thereto from the date of this contract. The contract shall be Administered/Managed by GGM/CGM/GM/CPM/nominated by DFCCIL.

3.1. **Law governing the contract:** - “This agreement and the relationship between the parties shall be governed, construed and interpreted in accordance with applicable laws of India. Applicable laws shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, codes, guidelines, notices, directions, judgements, decrees or other requirements or official directives and/or of any statutory authority in the Republic of India.”

3.2. **Compliance to regulations and bye-laws:-**The contractor shall conform to the provision of any statute relating to the works and regulations and by-laws of any location authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reasons for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect hereof.

### 3.3. **Environmental and Forest clearances:**

The Railway represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme, will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17.

### 3.4. **GST**

- a. The rates quoted by contractors shall be inclusive of GST. The GST as applicable from time to time on taxable value of each running account bill shall be paid by Contractor to central/state government. Documentary evidence of deposition of GST will be produced by contractor.
- b. Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:
  - i. *Wrong/incorrect invoices issued by Contractor;*
  - ii. *No-filing of GST returns;*
  - iii. *Non-payment of GST collected from Indian Railways to the authorities;*
  - iv. *Any other non-compliance done by Contractor.*

3.5. **General Indemnity:** Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

3.6. **Retention Money:** Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.

3.7. **Permits, Fees, Taxes & Royalties:** Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses, octroi /Royalty etc. necessary for the execution and completion of the works. The contractor shall pay all taxes and duties as per prevailing rate.

The DFCCIL authorities will not take any responsibility of refund of such taxes/fees/octroi/Royalty etc. Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.

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

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account.

Further DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi (Except GST) etc. At the time of quoting/bidding contractor should bear the above fact in mind. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

3.9. **Excise Duty or any other Taxes/Duties:** The contractor shall bear full taxes /duties other than GST duties levied by state government and / or Central Government/ Local bodies from time to time. This would be entirely a matter between the contractor and the State / Central Government/ Local bodies. No claim, what so ever, on this account shall be entertained by DFCCIL.

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

3.11. **Foreign Exchange Requirements:** Any demand of foreign exchange for importing of equipment's and materials shall not be accepted.

- 3.12. **Anti-Profiteering Clause. (Form No. 28):** The contractor should adhere to anti profiteering provisions as per section 171 of the CGST Act. Where due to change in the rates GST/Change in law, the contractor gets any credits/benefits; the same shall be passed on to DFCCIL by way of reduction in prices.

#### **4. COMMUNICATIONS TO BE IN WRITING**

All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.

#### **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.

#### **6. OCCUPATION AND USE OF LAND**

No land belonging to or in the possession of the Railway / DFCCIL shall be occupied by the Contractor without the permission of the Railway / DFCCIL. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing the works. Whenever non-railway bodies / persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

#### **7. ASSIGNMENT OR SUBLETTING OF CONTRACT**

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the CGM/GM DFCCIL, save as provided below. Any breach of this condition shall entitle the DFCCIL to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the DFCCIL in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of CGM/GM DFCCIL for the same. While submitting the proposal to 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.
- (ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to DFCCIL, costing not less than 35% value of work to be sub letted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organization shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed



on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to DFCCIL and work experience certificate issued by a person authorized by the Public Listed Company to issue such certificates.

*Note: For subletting of work costing up to Rs 50 lakh no previous work experience shall be asked for by the DFCCIL.*

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

(iii) There is no banning of business with the sub-contractor in force over IR/DFCCIL.

- b. The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
- c. On receipt of approval from CGM/GM DFCCIL, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- d. The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- e. Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of DFCCIL, with prior intimation to CGM/GM DFCCIL.
- f. The Contractor shall indemnify DFCCIL against any claim of subcontractor.
- g. The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavor to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
- h. In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the CGM/GM DFCCIL, based on documents, is satisfied that the subcontractor has successfully carried out subletted work; without issuance of work experience certificate to subcontractor at this stage, the CGM/GM DFCCIL can, only once, consider the successfully completed sub-letted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.

- i. The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.

- j. Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the DFCCIL and this shall be deemed as 'excepted matter' (matter not arbitrable).
- k. The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the DFCCIL and shall not relieve the Contractor of any responsibility under the Contract.
- 7(A) **Two Packets System of Tendering:** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.

## **8. ASSISTANCE BY THE DFCCIL FOR THE STORES TO BE OBTAINED BY THE CONTRACTOR**

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

## **9. Deleted**

## **10.CARRIAGE OF MATERIALS**

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

## **11.Deleted**

## **12.REPRESENTATION ON WORKS**

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

## **13.RELICS AND TREASURES**

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

**14.EXCAVATED MATERIAL**

The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the DFCCIL provided that the contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

**15.INDEMNITY BY CONTRACTORS**

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

**16.****16.1. SECURITY DEPOSIT**

The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the DFCCIL as part of security for the due and faithful fulfilment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India in the form of Form 28, either towards the Full Security Deposit or the Part Security Deposit equal to or more than Bid Security, the DFCCIL shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India in the form of Form 24, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the General Conditions of Contract.

**Note:** Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

**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 that DFCCIL has No Claim on Contractor and
  - c. Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable.
- ii. **Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with DFCCIL under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.

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

#### 16.4. PERFORMANCE GUARANTEE (P.G.)

The procedure for obtaining Performance Guarantee is outlined below:

- a. The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and up-to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be a declared holiday in the concerned office of the DFCCIL, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit Bid Security Deposit and other dues payable against that contract. In case a tenderer has not submitted Bid Security Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

- b. The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% (Five percent) of the contract value:
  - i. A deposit of cash through e-payment gateway in DFCCIL's Account;
  - ii. Irrevocable Bank Guarantee;
  - iii. Government Securities including State Loan Bonds at 5% below the market value;
  - iv. Pay Orders and Demand Drafts issued by Scheduled Commercial Bank of India;
  - v. Guarantee Bonds executed by any Scheduled Commercial Bank of India;
  - vi. Deposit receipts/FDR in favor of DFCCIL(free from any encumbrance) issued by Scheduled Commercial Bank of India;
  - vii. Deposit in the Post Office Saving Bank;
  - viii. Deposit in the National Savings Certificates;
  - ix. Twelve years National Defense Certificates;
  - x. Ten years Defense Deposits;

- xi. National Defense Bonds and
  - xii. Unit Trust Certificates at 5% below market value or at the face value whichever is less.
- 
- 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 is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
  - e. The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily. 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 DFCCIL.
  - f. The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL 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 may claim the full amount of the Performance Guarantee.
    - ii. Failure by the Contractor to pay 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.
    - iii. The Contract being determined or rescinded under clause 62 of the GCC.

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

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

i. **Extension due to modification: -** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of

completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.

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

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

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17 A(i) or/and 17 A(ii) or/ and 17 A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion. of the works. The Engineer shall consider the same and shall grant and communicate 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.

The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

**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 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 no.14) as the Engineer may decide. On such extension the DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the rate of Liquidity Damages as decided by the Engineer, between 0.05% to 0.3% of contract value of works for each week or part of the week.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of

liquidated damages under this condition shall not exceed 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.

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

**NOTE:**

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17 A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17 A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

**17-C Bonus for Early Completion of Work:** In open tenders having advertised value more than Rs.50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either DFCCIL or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.

18.

**18.1. Illegal Gratification:-** Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the DFCCIL, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the DFCCIL shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the DFCCIL and to the payment of any loss or damage resulting from such decision and the DFCCIL shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the DFCCIL.

**18.2.** The contractor shall not lend or borrow from or have or enter into any monetary dealings and transactions either directly or indirectly with any employee of the DFCCIL and if he shall do so, the DFCCIL shall be entitled forthwith to rescind the contract and all other contracts with the DFCCIL. Any question or dispute as to the commission or any such offence or compensation payable to the DFCCIL under this clause shall be settled by the General Manager/CPM/GM/CGM of the DFCCIL, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

**19. 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 28 days from the date of issue of Letter of Acceptance (LOA) in writing to this affect from the Engineer and shall proceed with the same with due expedition and without delay.

The time allowed for execution of the works is **36 (Thirty Six) months** from the date of issue of letter of acceptance from DFCCIL. The contractor shall be expected to complete the whole work ordered on the contractor within 36 months from the date of issue of Acceptance Letter by DFCCIL.

If the contractor commits defaults in commencing execution of the works as afore stated, DFCCIL shall without prejudice to any other right to remedy, be at liberty to forfeit fully the Bid Security/Earnest Money Deposit and performance guarantee of the contractor.

19.3. **Accepted Program of work:** - The contractor who has been awarded the work shall as soon as possible but not later than 28 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed program of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of 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 program of work amended as necessary by discussions with the Engineer, shall be treated as the agreed program of the work for the purpose of this contract and the contractor shall endeavor to fulfil this program of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the program.

19.4. **Setting out of works:** - The contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and shall check these at frequent intervals. The contractor provides all facilities like labour and instruments and shall co- operate with the Engineer's representative to check all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error shall appear or arise in any part of the work, the contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work. The contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

20.

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

20.2. **Alterations to be authorized:** -No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer, and the contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.

20.3. **Extra works:** - Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or contractors or by other means at the option of the DFCCIL.

20.4. **Separate contracts in connection with works:-** The DFCCIL shall have the right to let other contracts in connection with the works. The contractor shall afford other contractors' reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the 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 any defects in such works that render it unsuitable for such proper execution and results. The contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

## 21. INSTRUCTION OF ENGINEER'S REPRESENTATIVE

Any instructions or approval given by the Engineer's representative to contractor in connection with the works shall bind the contractor as though it had been given by the Engineer provided always as follows:

- a. Failure of the Engineer's representative to disapprove any work or materials shall not prejudice, the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
- b. If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

22.1. **Adherence to specifications and drawings:** - The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefore and shall be responsible for all loss to the DFCCIL.

22.2. **Drawings and specifications of the works:** - The contractor shall keep one copy of drawings and specifications at the site, in good order, and such contract documents as may be necessary available to the Engineer or the Engineer's representative.

22.3. **Ownership of drawings and specifications:** - All drawings and specifications and copies thereof furnished by the DFCCIL to the Contractor are deemed to be the property of the DFCCIL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the contractor to the DFCCIL on completion of the work or termination of the contract.

22.4. **Compliance with Contractor's request for details:** - The Engineer shall furnish with reasonable promptness, after receipt by him of the contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawing and instructions shall be consistent with the contract Documents and reasonably inferable there from.

22.5. **Meaning and intent of specification and drawings:-** If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the contractor) to the General Manager or CPM/CGM/GM 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.

1. **Working during night:** - The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.

2. **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, and in case the Railway /

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

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

## **26. PROVISION OF EFFICIENT AND COMPETENT STAFF AT WORK SITES BY THE CONTRACTOR**

- 26.1. The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary direction to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.
- 26.2. The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 26.3. In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.

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

**26A.1** The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer.

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

### **26A.3 Deleted**

**27.**

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

**27.2. Removal of improper work and materials: -** The Engineer or the Engineer's Representative shall be entitled to order from time to time:

- a. The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.
- b. The substitution of proper and suitable materials, and
- c. the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the DFCCIL shall be entitled to rescind the contract under Clause 62 of these conditions.
- 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 and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

## **29. EXAMINATION OF WORK BEFORE COVERING UP**

The contractor shall give 7 days' notice to the Engineer or the Engineer's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.

## **30. TEMPORARY WORKS**

All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the Railway / DFCCIL land for labour engaged by him for the execution of works, the contractor

shall arrange for handing over vacant possession of the said land after the work is completed; if the contractor's labour refuse to vacate, and have to be rejected by the Railway / DFCCIL necessary expenses incurred by the Railway / DFCCIL in connection therewith shall be borne by the contractor.

**31.**

**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. Water Supply from Railway System:** The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

**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.

**(b) Electric Supply from the Railway System:** The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.

**32. PROPERTY IN MATERIALS AND PLANT**

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

**33.**

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

**33.2. Hire of DFCCIL / Railway's Plant:** - such plant as concrete mixers, compressors and portable engines for

use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.

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

34.2. **Roads and Water courses:** - Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alterations, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of contract, or otherwise according to law.

34.3. **Provision of access to premises:-** During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.

34.4. **Safety of Public:** - The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or DFCCIL/Railway property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.

35. Deleted.

## 36.

36.1. **Suspension of works:** - The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:-

- a. Provided for in the contract, or
- b. Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and/or
- c. Necessary for the safety of the works or any part thereof.

36.2. The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspensions exceeds 14 days, the contractor shall be entitled to such extension of time for completion of the work as the Engineers may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

36.3. **Suspension lasting more than 3 months:-** If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time

the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the DFCCIL.

### **37. RATES FOR ITEMS OF WORKS**

The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of the contract and the specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight, of materials, stores, patterns, profiles, moulds, fittings, centring, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the DFCCIL, the erection, maintenance and removal of all temporary works and, buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the DFCCIL, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties 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.

### **38. DEMURRAGE AND WHARFAGE DUES**

Demurrage charges calculated in accordance with the scale in force for the time being on the Railway and incurred by the Contractor failing to load or unload any goods or materials within the time allowed by the Railway for loading as also wharfage charges, of materials not removed in time, as also charges due on consignments booked by or to him shall be paid by the Contractor, failing which such charges shall be debited to the Contractor's account in the hands of the Railway and shall be deducted from any sums which may become due to him in terms of the contracts.

### **39.**

#### **39.1. Rates for extra items of works: -**

- a. Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures for the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR).

For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause.

- b. Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the

meeting after being notified to do so or in the event of no settlement being arrived at, the DFCCIL shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:

- i. Analysis of Rates for “Unified Standard Schedule of Rates of Indian Railways (USSOR)”
- ii. Analysis of Rates for “Delhi Schedule of Rates issued by CPWD (DSR)”
- 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. However, if the Contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the CPM/General Manager within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The CGM/CPM's/ General Manager's decision after hearing both the parties in the matter would be final and binding on the Contractor and the DFCCIL.

#### 40.

40.1. **Handing over of works:** - The Contractor shall be bound to hand over the works executed under the contract to the DFCCIL complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the contractor shall be bound to observe any such determination of the Engineer.

40.2. **Clearance of site on completion:** - On completion of works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the DFCCIL shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be effected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

**40A Offloading of Part(s) of Work:** At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a (Fourteen) days suo-moto notice (as per Form-25), if the Engineer is of the opinion that :-

- i. Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work,
- ii. Termination/ Part termination of the contract at this stage is not be in the interest of the DFCCIL/work,; and
- iii. The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;

The Contractor shall be informed, in due course, by the Engineer of the mode and cost of execution of such offloaded work through other agency(ies) (as per Form-26). The extra expenditure so incurred in execution of the offloaded work, shall be recovered from subsequent Bill(s) or any other dues of the Contractor, but not exceeding the value of Performance Guarantee available in the contract. There shall be no other repercussion of such offloading on execution of the balance contract. The Contractor shall have no claim on account of above-mentioned offloading of works.

## VARIATIONS IN EXTENT OF CONTRACT

### 41. MODIFICATION TO CONTRACT TO BE IN WRITING

In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the DFCCIL and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the DFCCIL unless and until the same is incorporated in a formal instrument and signed by the Contractor, and till then the DFCCIL shall have the right repudiate such arrangements.

42.

42.1. **Powers of Modification to Contract:** The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

42.2.

- i. Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.
- ii. The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
- iii. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates:
  - a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
  - b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
  - c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
  - d. Variation to quantities of Minor Value Item:  
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract 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;
- ii. Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- iii. Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- iv. In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- v. As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non-Standard Schedule of Rates (SSOR) items, the limit of 25% would apply 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 expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/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. **Monthly Statement of Claims:** - The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.

43.2. **Signing of “No Claim” Certificate:** - The Contractor shall not be entitled to make any claim whatsoever against the DFCCIL under or by virtue of or arising out of this contract, nor shall the DFCCIL entertain or consider any such claim, if made by the Contractor, after he shall have signed a “No Claim” Certificate in favour of the DFCCIL in such form as shall be required by the DFCCIL after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by “No Claim” Certificate or demanding a clearance to arbitration in respect thereof.

### MEASUREMENTS, CERTIFICATES AND PAYMENTS

#### 43. QUANTITIES IN SCHEDULE ANNEXED TO CONTRACT

The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.

#### 44. (I) MEASUREMENT OF WORKS BY DFCCIL

The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39 of these conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit

of which in the accepted schedule of rates is 100 or 1000 shall be calculated to the nearest whole number, any; fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which “on account” or final measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer’s representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measures. Failing the Contractor’s attendance the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

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

**45.(ii) MEASUREMENT OF WORKS BY CONTRACTOR’S AUTHORIZED REPRESENTATIVE (IF SO ALLOWED OR INSTRUCTED)**

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 the DFCCIL. The quantities for items the unit of which in the accepted schedule of rates is 100 or 1000 shall be calculated to the nearest whole number, any; fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which ‘on account’ or ‘final’ measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the contractor who shall be present at the site and shall witness the test checks, failing the contractor’s attendance the test check may be conducted in his absence, and such test checks shall notwithstanding such absence be binding upon contractor provided always that any objection made by contractor to test check shall be duly investigated and considered in the manner set out below:

- i. It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway’s authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- ii. If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

**b. Incorrect Measurement, actions to be taken:**

If in case during test check or otherwise, it is detected by Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

- i. On first occasion of noticing exaggerated/false measurement, Engineer shall impose a penalty of 10% of the claimed gross bill value.
- ii. On any next occasion of noticing any exaggerated / false measurement, DFCCIL shall impose penalty of 15% of claimed gross bill value. In addition the facility of recording of measurements by contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurement shall be done by DFCCIL as per Clause 45(i) above.

**46.**

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

All payments due on the Engineer’s or the Engineer’s representative’s certificates of measurements or Engineer’s certified “Contractor’s authorized Engineer’s measurements” shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these conditions, a retention of six percent by way of security deposits, until the amount of Security Deposit by way of retained Bid Security and such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

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

**46.3. On Account Payments not prejudicial to final settlement:** - “On-Account” payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as “Final Measurements” and as such have been signed by the Contractor and Engineer’s/Engineer’s Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

**46.4.** Advances to the Contractor shall be paid as per Chapter-V Part-I Special Conditions of Contract of the Tender Document. – **Not Applicable.**

**46.5. Manner of payment:** - Unless otherwise specified payments to the Contractor will be made by RTGS/NEFT only.

**46A PRICE VARIATION CLAUSE:**

**46A.1 Applicability:**

Applicable only in tender having advertised value above Rs. 2 Crores. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) :

- a) Materials supplied by Railway to the Contractors, either free or at fixed rate;
- b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and ‘Base Month’ has been specially agreed, while fixing the rates of such extra item(s).

**46A.2 Base month:** The Base Month for ‘Price Variation Clause’ shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month

following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

**46A.3 Validity:** Rates accepted by DFCCIL shall hold good till completion of work and no additional individual claim shall be admissible except:

- Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,
- Payment/recovery for overall market situation as per Price Variation Clause given hereunder.

**46A.4 Adjustment** for variation in prices of material, labour, fuel, explosives detonators, steel, concreting, ferrous, nonferrous, insulator, zinc and cement shall be determined in the manner prescribed hereunder.

**46A.5** Components of various items in a contract on which variation in prices be admissible shall be material, labour, fuel, explosives & detonators, steel, cement, concreting, ferrous, nonferrous, insulator, zinc, erection, etc. However, for fixed component, no price variation shall be admissible.

**46A.6** The percentages of labour component, material component, fuel component etc. in this contract for items under Schedule-A and B (other than supply of cement and steel in Schedule-C) shall be as under:

Sl. No	Classification		1A,2 & 3A	4A	5A	6A	7	8A	9A	1B,3 B,4B ,5B,6 B,8B & 9B	1C,3 C,4C ,5C,6 C,8C & 9C	3D,4 D,5D ,6D,8 D & 9D	3E,4 E,5E ,6E,8 E & 9E
	Components												
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	Lc	20	25	30	20	50	20	20	0	0	10	25
3	Steel	Sc	0	0	0	0	0	0	0	85	0	50	0
4	Cement	Cc	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PMc	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	Fc	25	15	5	15	15	20	15	0	0	10	20

7	Other Materials	Mc	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	Ec	0	15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

\* It shall not be considered for any price variation

The classification mentioned in the table above represents following type of item(s) in the work(s)-

### 1 Earthwork in Formation

1A All item(s) excluding 1B or/and 1C

1B Item(s) for supply of Steel

1C Item(s) for supply of Cement

### 2 Ballast Supply Works

### 3 Tunneling Works (without explosives)

3A All item(s) excluding 3B or/and 3C or/and 3D or/and 3E

3B Item(s) for supply of Steel

3C Item(s) for supply of Cement or/and grout

3D Item(s) for Fabrication & Erection of Structures including supply of Steel

3E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

### 4 Tunnelling Works (with explosives)

4A All item(s) excluding 4B or/and 4C or/and 4D or/and 4E

4B Item(s) for supply of Steel

4C Item(s) for supply of Cement or/and grout

4D Item(s) for Fabrication & Erection of Structures including supply of Steel

4E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

### 5 Building Works

5A All item(s) excluding 5B or/and 5C or/and 5D or/and 5E

5B Item(s) for supply of Steel

5C Item(s) for supply of Cement

5D Item(s) for Fabrication & Erection of Structures including supply of Steel

5E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

### 6 Bridges & Protection Work

6A All item(s) excluding 6B or/and 6C or/and 6D or/and 6E

6B Item(s) for supply of Steel

6C Item(s) for supply of Cement

6D Item(s) for Fabrication, Assembly, Erection & Launching of Girders including supply of Steel

6E Item(s) for Fabrication, Assembly, Erection & Launching of Girders excluding supply of Steel

### 7 Permanent Way linking

### 8 Platform, Passenger Amenities

8A All item(s) excluding 8B or/and 8C or/and 8D or/and 8E

8B Item(s) for supply of Steel item/fittings

8C Item(s) for supply of Cement item

8D Item(s) for Fabrication & Erection of structures including supply of Steel

8E Item(s) for Fabrication & Erection of structures excluding supply of Steel

### 9 Any other works not covered in Classification 1 to 8

9A All item(s) excluding 9B or/and 9C or/and 9D or/and 9E

9B Item(s) for supply of Steel

9C Item(s) for supply of Cement or/and Grout

9D Item(s) for Fabrication & Erection of structures including supply of Steel

9E Item(s) for Fabrication & Erection of structures excluding supply of Steel

**46A.7 Formulae:** The amount of variation in prices in the several components (labour, material etc.) shall be worked out by the following formulae:

$$(i) \quad L = (W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (LQ - LB) \times LC$$

LB X 100

$$(ii) \quad M = (W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (MQ - MB) \times MC$$

MB X 100

$$(iii) \quad F = (W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (FQ - FB) \times FC$$

FB X 100

$$(iv) \quad E = \frac{(W) \times (E_Q - E_B) \times E_C}{E_B \times 100}$$

E<sub>B</sub> X 100

$$(v) \quad PM = (W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PMQ - PMB) \times PMC$$

PMB X 100

$$(vi) \quad S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$$

S<sub>B</sub> X 100

- Applicable for Schedule ...
- No other PVC shall be paid on Schedule ....

$$(vii) \quad C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}$$

C<sub>B</sub> X 100

- Applicable for Schedule ....
- No other PVC shall be paid on Schedule ....

Where,

L Amount of price variation in Labour M Amount of price variation in Materials F Amount of price variation in Fuel

E Amount of price variation in Explosives

PM Amount of price variation in Manufacture of machinery for mining, Quarrying and Construction S Amount of price variation in Steel Supply Item

C	Amount of price variation in Cement Supply Item
L <sub>C</sub>	% of Labour Component
M <sub>C</sub>	% of Material Component
F <sub>C</sub>	% of Fuel Component
E <sub>C</sub>	% of Explosive Component in the item(s)
S <sub>C</sub>	% of Steel Supply item Component in the item(s)
C <sub>C</sub>	% of Cement Supply item Component in the item(s)
PM <sub>C</sub>	% of Manufacture of machinery for mining, Quarrying and Construction Component
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under WS or/and WC or/and WSF or/and WF or/and WSFL or/and WFL and cost of materials supplied by DFCCIL either free or at fixed rate,
W <sub>C</sub>	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W <sub>S</sub>	Gross value of work done by Contractor for item(s) of supply of steel.
W <sub>SF</sub>	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W <sub>F</sub>	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W <sub>SFL</sub>	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W <sub>FL</sub>	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection Launching of Girders excluding supply of Steel.
L <sub>B</sub>	Consumer Price Index (Base year 2016) for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
L <sub>Q</sub>	Consumer Price Index (Base year 2016) for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
M <sub>B</sub>	Wholesale Price Index (Base year 2011-2012): All commodities – as published in the R.B.I. Bulletin for the base period
M <sub>Q</sub>	Wholesale Price Index (Base year 2011-2012): All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
F <sub>B</sub>	Wholesale Price Index (Base year 2011-2012) for the group Fuel & Power as published in the R.B.I. Bulletin for the base period
F <sub>Q</sub>	Index Number of Wholesale Price Index (Base year 2011-2012) – By Groups and Sub-Groups for the group Fuel & Power as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration

E<sub>B</sub> Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.

E<sub>Q</sub> Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.

PM<sub>B</sub> Index number of Monthly Whole Sale Price Index for the category 'k. Manufacture of machinery for mining, quarrying and construction' under (R) MANUFACTURE OF MACHINERY AND EQUIPMENT, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.

PM<sub>Q</sub> Index number of Monthly Whole Sale Price Index for the category 'k. Manufacture of machinery for mining, quarrying and construction' under (R) MANUFACTURE OF MACHINERY AND EQUIPMENT, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.

S<sub>W</sub> Gross value of steel supplied by the Contractor as per the 'on-account' bill for the month under consideration

S<sub>B</sub> The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.

S<sub>Q</sub> The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.

C<sub>B</sub> Index No. of Wholesale Price Index (Base year 2011-2012) of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period.

C<sub>Q</sub> No. of Wholesale Price Index (Base year 2011-2012) of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration

**46A.8** The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

**Special Note:**

- (1) It is clearly indicated that price variation implies both increase as well decrease in input prices and therefore price variation during the currency of the contract may result in extra payment or recovery as the case may be.
- (2) General Conditions of Contract shall be applicable in context of Price variation. However, decision of Engineer shall be final & finding, in case of any conflict.

**46A.9: (1)** Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:



SL	Classification	Rates to be used for calculating S <sub>Q</sub> or S <sub>B</sub>
1.	Reinforcement bars and other rounds	Average of per tonne rates of 10mm dia TMT & 25mm dia TMT; confirming IS1786; Fe 500D
2.	All types and sizes of angles, channels and joists	Average of per tonne rates of 'Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr "A"
3.	All types and sizes of plates	Average of per tonne rates of 'MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr "A"
4.	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under SL1, 2 & 3 in this table.

- (2). Relevant city for referring "JPC (Joint Plant Committee)" rates of steel items (S<sub>Q</sub> /S<sub>B</sub>) in different field unit shall be as under:

SL	City	Field Unit
1.	Delhi	Noida, Jaipur, Ajmer, Ambala, Meerut, Tundla, Prayagraj West, Prayagraj East
2.	Kolkata	Deen Dayal Upadhyay, Kolkata
3.	Mumbai	Ahmedabad, Noida, Mumbai North, Mumbai South

#### 46A.10 Price Variation During Extended Period of Contract

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17-A of the General Conditions of Contract. However, where extension of time has been granted due to contractor's failure under Clause 17 -B of the General Conditions of Contract, price adjustment shall be done as follows:

- In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17-A, the price adjustment for the period of extension granted under Clause 17-B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17-A of the General Conditions of Contract; as the case may be.
- In case the indices fall below the indices applicable to the last month of original/extended period of completion under Clause 17-A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17-B of the General Conditions of Contract.

#### 47. MAINTENANCE OF WORKS

The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of passing of the certificate of completion by the Engineer or

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

48.

**48.1. Certificate of completion of works:** - As soon as in the opinion of the Engineer, the works has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect, of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the DFCCIL. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

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

#### 49. APPROVAL ONLY BY MAINTENANCE CERTIFICATE

No certificate other than Maintenance Certificate, if applicable, 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.

**50.1 Maintenance Certificate:** - The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer 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 and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the DFCCIL.

**50.2 Cessation of DFCCIL Liability:** - The 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 shall have 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 DFCCIL shall remain liable for the fulfillment 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.

51.1. **Final Payment:-** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "Contractor's 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 delivered to the Engineer either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered "No Claim Certificate" and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

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

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

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

ii. If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.

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

**52. WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED**

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

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

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

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

**53. SIGNATURE ON RECEIPTS FOR AMOUNTS**

Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the DFCCIL in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so

signed as aforesaid be good a sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the DFCCIL may hereafter have against the legal representative of any contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners inter-se.

## LABOUR

### 54. WAGES TO LABOUR

The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act” and the Rules made there under in respect of any referred to as the “said Act” and the Rules made there under in respect of any employees directly or through petty contractors or subcontractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract. If, 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 DFCCIL whether in connection with any work being executed by the Contractor or otherwise for the purpose of the DFCCIL such labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor.

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

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

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

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

### 55. PROVISIONS OF PAYMENTS OF WAGES ACT

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

Contractor.

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

55A.1 The contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.

55A.2 The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

55A.3 The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by him.

55A.4 In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of, the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

55A.5 In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the DFCCIL is obliged to pay any amount of wages to a workman employed by the Contractor or his sub- contractor in execution of the work or to incur any expenditure on account of the Contingent, liability of the DFCCIL due to the contractor's failure to fulfil his statutory obligations under the aforesaid Act or the rules the DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the DFCCIL under the section 20, sub-section (2) and section 2, sub-section (4) of the aforesaid Act, the DFCCIL shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the DFCCIL to the contractor whether under the contract or otherwise. The DFCCIL shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the DFCCIL full security for all costs for which the DFCCIL might become liable in contesting such claim. The decision of the DFCCIL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

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

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

55C. (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of the General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website. 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 in Portal shall be done as under:

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

- b. Contractor once approved by any Engineer, 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 (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- d. After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- 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 or Engineer's 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 Shramikkalyan portal till \_\_\_\_Month, \_\_\_\_Year."

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

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

**56. REPORTING OF ACCIDENTS OF LABOUR**

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

**57. PROVISION OF WORKMEN'S COMPENSATION ACT**

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

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

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

#### 58. DFCCIL NOT TO PROVIDE QUARTERS FOR CONTRACTORS

No quarters shall normally be provided by the DFCCIL for the accommodation of the contractor or any of his staff employed on the work.

59.

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

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

59.3. **Preservation of peace:** - The contractor shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his workmen and other employed directly or through the petty contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the works. In the event of the DFCCIL requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the contractor and if paid by the DFCCIL shall be recoverable from the contractor.

59.4. **Sanitary arrangements:** - The contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by DFCCIL and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative of the DFCCIL. Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the DFCCIL and the cost therefore recovered from the contractor.

59.5. **Outbreak of infectious disease:** - The contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's representative on the advice of the DFCCIL. Should cholera, plague or other infectious disease break out, the contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on health sites as required by the engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the DFCCIL and the cost therefore recovered from the contractor.

59.6. Deleted

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

59.8. **Use of intoxicants:** - The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the contractor or any of his



employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

59.9. **Non-employment of female labour:** - The Contractor shall see that the employment of female labour on / in Cantonment areas, particularly in the neighborhood of soldier's barracks, should be avoided as far as possible.

59.10. **Restrictions On The Employment of Retired Engineers of Railway Services /DFCCIL 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 MD DFCCIL 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 Bid Security Deposits, Performance Guarantee (PG) and Security Deposits (SD) of that contract.

60.

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

60.2. **Medical Certificate of fitness for labour:** - It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Form No.15) granted to him by a certifying surgeon certifying that he is fit to work as an adult is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

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

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

#### **EXPLANATIONS: -**

1. Only qualified medical practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian

Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.

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

## DETERMINATION OF CONTRACT

### 61.

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

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

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

### 62.

**62.1. Determination of contract owing to default of contractor:** - If the Contractor should: -

- i. Becomes bankrupt or insolvent, or
- ii. Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- iii. Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- iv. Have an execution levied on his goods or property on the works, or
- v. Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions, or
- vi. Abandon the contract, or
- vii. Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- viii. Fail to adhere to the agreed program of work by a margin of 10% of the stipulated period, or
- ix. Fail to Execute the contract documents in terms of Para 1.3.9 of the Instructions to Tenderers.
- x. Fail to submit the documents pertaining to identity of JV and PAN in terms of Para 65.11 of Chapter IV General Conditions of Contract (GCC) Part I.
- 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
- xiii. Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required under clause 28 of the conditions, or

- 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 DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with DFCCIL.
- xv. (A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railway for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the DFCCIL or any officer duly authorized in this behalf to become a partner or a director or to take employment under the contract as the case may be, or
- (B) Fail to give at the time of submitting the said tender: -
- a. The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or
  - b. The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or
  - c. Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer, or
  - d. Being in incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or
  - e. Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor.

Then and in any of the said clause, the Engineer on behalf of the DFCCIL may serve the Contractor with a notice (Proforma at Form No.36) in writing to that effect and if the contractor does not within seven days after the delivery to him such notice proceed to make good his default in so far as thereof being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the DFCCIL shall be entitled after giving notice for 48 hours (Proforma at Form No. 37 and 37A) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Form No.38) should be issued and adopt the following courses:

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

Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Form No. 36,37A), only in cases where progress of work is more than or equal to 80% of the original scope of work.

## **62.2. Right of DFCCIL after, rescission of contract owing to default of contractor:**

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

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

**STATEMENT OF DISPUTES - DFCCIL ARBITRATION RULES**

**63. CONCILIATION OF DISPUTES:**

- i. This clause is applicable in the tender having advertised value less than or equal to Rs 50 (Fifty) Crore.
- ii. All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the " Director /Chief General Manager/CPM, DFCCIL " 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. Director /Chief General Manager/CPM, DFCCIL shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.
- iii. The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- iv. In case the total value of all claims in dispute added together does not exceed Rs. One Crore, the number of Conciliator shall be one. For claims more than Rs. One Crore and upto Rs. Fifty Crore, the number of Conciliators shall be three.
- v. The Sole Conciliator shall be nominated by the MD DFCCIL from the List of Empaneled Arbitrators /Conciliators maintained by DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by CGM/Director/MD DFCCIL.
- vi. In case, the Conciliation process consist of a panel of three members, the DFCCIL will send a panel of at least four (4) names from the List of Empaneled Arbitrators /Conciliators with DFCCIL empaneled to work as Arbitrator /Conciliator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the CGM/Director/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 shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding conciliator' from amongst the 3 conciliators so appointed. MD DFCCIL shall complete this exercise of appointing the Conciliation Panel within 30 days from the receipt of the names of Contractor's nominees.
- vii. If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- viii. 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.
- ix. The conciliation proceedings shall be subject to the provisions of the Arbitration and Conciliation Act 1996 and its amendments thereof.

**63.1. Matters Finally Determined by the DFCCIL:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the MD/ Director /Chief General Manager/CPM, DFCCIL and the MD/ Director /General Manager/CPM, DFCCIL shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a),

55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the 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 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 Conciliation, Dispute Adjudication Board (DAB) and Arbitration.

**63.2. Dispute Adjudication Board (DAB):** This clause is applicable in the tender having advertised value more than Rs 50 Crore.

63.2.1. Any dispute/s if not settled with the Engineer, shall be referred to DAB.

The DAB shall consist of a panel of three Adjudicators from the List of Empaneled Arbitrators/Conciliators maintained by DFCCIL. The DAB shall be formed within 90 days of signing of Contract Agreement. For this purpose, a panel of DAB members shall be maintained in the DFCCIL Corporate Office, New Delhi. The complete panel, which shall not be less than five members, shall be sent by CGM/GM DFCCIL to the Contractor to nominate one member of the DAB from the panel as Contractor's nominee within two weeks of receipt of the panel. On receipt of Contractor's nominee, the MD DFCCIL shall nominate one member from the same panel as DFCCIL nominee for the DAB. Both above nominees shall jointly select presiding member of the DAB from the same panel.

63.2.2. The appointment of DAB shall be effectuated by way of a tri-partite agreement among the DFCCIL, Contractor and the respective DAB members. The terms of the remuneration of each member shall be as fixed by DFCCIL from time to time. Each party shall be responsible for paying one-half of this remuneration.

63.2.3. If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the Director/MD fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.

63.2.4. The appointment of any member may be terminated by mutual agreement of both Parties, but not by the DFCCIL or the Contractor acting alone. Unless otherwise agreed by both the Parties, the appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.

63.2.5. Before start of DAB proceedings, each DAB member shall give the following certificate to the DFCCIL and the Contractor:

*"I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, 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."*

63.2.6. DAB proceedings shall be conducted as decided by the DAB. The DAB shall give its decision within 84 days of a Dispute referred to it by any of the Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the contract. This time limit shall be extendable subject to the Parties mutual agreement.

63.2.7. In case any party is not satisfied by the decision of DAB, then the aggrieved party may, within 28 days after receiving the decision, give notice to the other Party of its dissatisfaction. If the DAB has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 days after its received the DAB's decision, then the decision shall become final and binding upon the Parties.

63.2.8. No dispute shall be referred to Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to any reason, the disputes can be directly referred to Arbitral Tribunal to adjudicate the dispute.

63.2.9. In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.

63.2.10. Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.

63.2.11. In case DAB decision is not challenged, or no Notice of Dissatisfaction has been issued by either Party within 28 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.

63.2.12. The obligation of the DFCCIL and the Contactor shall not be altered by reasons of issue being or under reference to DAB.

63.2.13. The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultations with parties.

63.2.14. It is a term of this contract that the Parties shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through DAB and Arbitral Tribunal.

## **64.**

### **64.1. Demand for Arbitration:**

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

**64. (1) (i) (b)** A dispute, unless settled through Conciliation or in which DAB's decision has become final and binding, shall be finally settled by Arbitration as per Arbitration and Conciliation Act 1996 and its amendments thereof.

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

### **64.(1) (iii)**

- a. The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the DFCCIL.
- b. The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

- c. The DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
- d. The seat of arbitration would be New Delhi. However, the venue for arbitration meetings or hearings can be any other place with the consent of parties.
- e. Both the parties shall submit to the jurisdiction of the courts situated at New Delhi for the purpose of actions and proceedings arising out of the contract and the courts at Delhi shall have the sole and exclusive jurisdiction to hear and decide such actions and proceedings.

**64.(1)(iv)** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

**64.(1)(v)** If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.

**64.2. Obligation During Pendency of Arbitration:** – Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the DFCCIL shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

**64.3. Appointment of arbitrator**

**64.3 (a):** In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator from the List of Empaneled Arbitrators, nominated by the MD DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by CGM/Director/MD DFCCIL.

**64.3(b) :** In cases not covered by the Clause 64(3)(a), the Arbitral Tribunal shall consist of a panel of three members, as the arbitrators. For this purpose, the DFCCIL will send a panel of at least four (4) names from the List of Empaneled Arbitrators with DFCCIL 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 CGM/Director/MD DFCCIL.

Contractor will be asked to suggest to MD DFCCIL at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by DFCCIL. The MD DFCCIL shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. MD DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees.

**64.3(c)(i):** 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 (c) (ii):** (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 proceeding 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)(iii):** While appointing arbitrator(s) under Sub-Clause 64.(3)(a) & 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as DFCCIL/Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per Form no.27 shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

**64.3 (d)(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 (d)(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 (d)(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 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.27 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 DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the 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 (as amended up to date) and the rules thereunder and relevant para of the General Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

**64.8** `In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by DFCCIL to Contractor, the terms & conditions as incorporated in the DFCCIL Policy as amended from time to time, shall be followed. In case Contractor has to pay to the DFCCIL, then 75% of the award amount shall be deducted by the DFCCIL from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

**PART - I**  
**CHAPTER V**  
**SPECIAL CONDITIONS OF CONTRACT**

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

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

### **1.5.3 SCHEME OF WORK**

Within a period of 20 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for execution of work and various documents enumerated in tender papers to the employer.

### **1.5.4 QUALITY ASSURANCE PROGRAMME (QAP) –**

- i. The contractor shall have a valid Quality Assurance Plan (QAP) with B-Scan machines for maintaining operator records, continuous monitoring of the performance of their operators, identification of operators not performing up to the mark with assessment criteria/medical (vision) criteria and their withdrawal from testing, training of operators for continuous improvement in their skills etc duly verified by GM/Technical/DFCCIL.
- ii. The details of B-Scan machines & operators shall be included in valid QAP deployed by the contractor for Ultrasonic Flaw Detection (USFD) testing of Rails and Welds. In case the contractor wants to induct additional B-Scan machines of already approved specification/category, same shall be done after approval of controlling HOD of this contract; such changes shall be advised to GM/Technical/DFCCIL for record.
- iii. Performance review of USFD operators & supervisors shall be done by DFCCIL at regular interval during the currency of the contract for better reliability in implementation of QAP, based on assessed performance by DFCCIL and other relevant inputs, the performance of all operators shall be reviewed by GM/Technical/DFCCIL at the time of validation of competency certificate.
- iv. USFD Testing of Rails/Welds by SRT/DRT/Handheld Testers, The SRT/DRT/Handheld Testing equipment with B-Scan facility shall be approved/certified by RDSO for USFD testing, USFD machine operators shall be tested & certified by RDSO and QAP for such USFD testing submitted by the Firm shall be approved by GM/Technical/DFCCIL.

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

**1.5.6** The equipment offered by contractor and RDSO approved standard equipment will be calibrated to the same level of sensitivity on simulated flaws in the rail as prescribed in the 'Manual for Ultrasonic Testing of Rail and Welds Revised-2022 (With latest amendment)'. The equipment shall also be tested for coverage of the rail section of Indian Railway Standard Specification for Ultrasonic Testing of Rails/Welds, Revised-2022 (With latest amendment).

**1.5.7** The calibration test pieces meant for sensitivity setting of testing equipment should be certified by Metallurgical & Chemical Directorate of RDSO before the same is taken to field for sensitivity setting purpose. The certificate of

authenticity shall be issued to each calibration test piece and certificate number with RDSO stamp be engraved on the test piece.

#### 1.5.8 TEST CHECK

- i. Test check shall be done by Engineer-in-charge of the work as the Indian Railway Standard Specification for Ultrasonic Testing of Rails/Welds, Revised-2022 (With latest amendment).
- ii. Test check of 5% by DFCCIL should be carried out within 25% time period of frequency of USFD testing in that section or ten days whichever is earlier.
- iii. In test check provisions if any new flaw is detected which was left out by the contractor during testing, the whole length of track will have to be tested again by the contractor without getting any extra payment for the same.

#### 1.5.9 PENALTY CLAUSE

- i. Maximum delay permitted in testing of a section after it has become due and intimation is given by DFCCIL for USFD testing is 25% of frequency of testing of that section or Five days whichever is earlier. For further delay penalty of Rs. 1000/- per KM per day will be levied on the contractor for both Rails and welds.
- ii. The length of track as indicated in the advance joint programmed issued by the concerned Dy. CPM/ Nominated DFCCIL official has to be tested continuously and testing should be started on the due date of testing. In case any track length remains untested at the said location that should be completed within three days from the last testing done and no way it should remain untested and became overdue of testing, any lapses in this part a penalty of Rs.5000/- per RKM per day up to the next due date will be levied on the contractor.
- iii. Test check on the stretches will be done by the Engineer-in-charge with for at least 5% of the length of work done. In this length, 95% of the flaws detected should get confirmed and no new flaw or wrong flaw should be found during test check. The decision of the Engineer-in-charge shall be the final in this regard. In case, less than 95% of the flaws detected by the contractor are confirmed during the verification testing, a penalty of Rs.10000 per non-detection/wrong detection may be levied. In addition to this, if any new flaw is detected which was left by the contractor during testing, the whole block section will have to be tested again by the contractor without getting any extra payment for the same. Appeal if any will be decided by the CGM or GM/Co and his decision is final.
- iv. If any Rail/Weld failure occurs due to an undetected flaw within the next stipulated frequency of testing of that particular section from the date of USFD testing, then a penalty of Rs. 30,000/- for failure of Ist Rail/Weld flaw, Rs. 50,000/- for failure of 2nd rail/weld flaw and for failure of third flaw, agreement will be terminated and the entire Security Deposit will be forfeited. The decision of GM/Technical/DFCCIL will be final.
- v. In case any train accident occurs because of rail/weld fracture occurred due to an Internal detectable flaw by USFD, a penalty equivalent to 10% of the contract value will be deducted from the contractor's bill. In addition, the firm will be disqualified for this type of work in future including for the work in hand, the successful tenderer will have to deposit 3% of the contract value as a performance guarantee which will be enashed if adequate amount is not pending with the railway for the realization of penalty. The decision of GM/Technical/DFCCIL shall be final and binding on both the parties. In case of occurrence of second such incident within a year, the railway may terminate the contract and the contractor will be liable to refund all the money paid to him under this contract.
- vi. The daily test reports should be made with the test results in the format given by the DFCCIL duly signed by the Contractor's Engineer and submitted to the Engineer-in- charge or his representative on next day of testing for

necessary action. However, the flaws classified as IMR, IMRW and DFWO/DFWR/DFWN should be reported on the same day. B-scan reports of rail testing along with software should be submit in soft copy after each day of testing.

- vii. There are OFC Cables/laid underground along track and necessary precautions will have to be taken to protect these cables. If any cable is cut during execution of work or otherwise, a penalty of Rs. One Lakh per cut will be imposed on the agency and necessary recovery on this account will be made from the running bills of the agency.
- viii. In the event of accident at the work site, the departmental enquiry will be held and in case it is established that derailment/accident has occurred on account of the contractor's negligence or the negligence of his men, damages at the following rates will be recovered from contractor: -
  - a. Accident involving use of accident Relief train = As per cost born by DFCCIL for ART + Rs.50000/-
  - b. Nominal accident not involving use of accident relief train Rs. 50000/-
  - c. Penalty for an amount of Rs.2000/- per incidence of unsatisfactory service, will be deducted from the due amount by Engineer in the following conditions:
    - Any in-disciplined behaviour by the staff.
    - Discourteous behavior towards any officer or staff of DFCCIL.
    - Not carrying out the duties listed in the scope of work in a satisfactory manner.
    - Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL.
- ix. Penalty for some of the breaches in services will be as follows: -

SN	Type of breaches	Amount of Penalty
1.	Staff not in proper PPE Kit.	Rs.200/- per staff per day
2.	Staff turn up late	Rs. 200/- per staff per Hour

**1.5.10** The work should be carried out as per the program to be jointly made by the division concerned of the DFCCIL and the contractor duly signed by both the parties. The joint program should be made at least three months in advance. However, some urgent locations not appearing in the joint program may be tested as per the need.

**1.5.11** Maintenance Period shall be defined as: From the date of USFD testing of rails & welds done by the contractor to the next due date of USFD testing as decided by DFCCIL.

**1.5.12** DFCCIL will depute one personnel along with the contractor's USFD team who will take immediate action like imposing speed restrictions in case 'IMR/IMRW/OBSW/DFWO/DFWR/DFWN' flaw is reported.

**1.5.13** DFCCIL personnel deputed along with the contractor's USFD team will jointly sign daily progress report of USFD testing with operator of the contractor.

**1.5.14** The testing shall be carried out between sunrise to sunset. No night testing will be permitted. As far as possible USFD testing should be done in morning hours and not in high temperature.

**1.5.15** The list of the technicians, operators and other assistants proposed to be deployed for testing shall be given to the Engineer-in-charge. They should have issued with Photo Identity Card which they should keep with them while working

in DFCCIL territory.

**1.5.16** Ultrasonic flaw detector and accessories shall be kept in safe custody of the contractor and DFCCIL shall not be responsible for any loss or damage of such equipment.

**1.5.17** All incidental costs during testing will be borne by the contractor bidder.

**1.5.18** DFCCIL will not be responsible for any train block for operation of USFD machine. The contractor shall be having to work within available block as per train movements. For this purpose, DFCCIL nominated representative shall coordinate promptly for granting/cancellation/extension of block. However, nothing extra on this account shall be paid to bidder under any circumstances.

**1.5.19** The expected work of USFD Test by SRT/DRT-B-Scan machines but the Contractor can use in consultation with DFCCIL, the Phased Array Ultrasonic Testing or vehicular USFD testing with on run suspect verification as per RDSO specifications or both alternatively in Rewari-Dadri section.

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

#### **1.5.21 SAFETY MEASURES**

##### **i. Measures to be ensured prior to start of work:**

- a. The contractor shall not start any work without the presence of DFCCIL supervisors at site.
- b. The methodology in detail for execution of the work at site shall be approved by engineering in charge of the organization executing the work and copies of the same shall be available with contractor's supervisor, DFCCIL supervisor of the section in whose jurisdiction the work falls.
- c. Name and address of the contract assigned to execute the work:
  - Name of the Contractor's supervisor
  - Name of the supervisor/assistant engineer/assistant officer of the construction organization/other organizations who are going to be site in charge/in charge of work site.
  - List of the number(s) of individual vehicle(s)/ machineries, names and license particulars of the driver(s) proposed to be used by contractor.
  - Information regarding location, duration and timings during which the vehicles/machinery are planned to be plied/worked.
  - The supervisors and operators of the contractor proposed to be deployed at work site which is close to the running track, shall be imparted training by the DFCCIL trainer at contractor own cost about the safety measures to be adopted while working in the vicinity of running track. Further competency certificate to the individual supervisors/operator shall be issued as in Annexure-A (Sub para xvii) by a DFCCIL officer not below the rank of Assistant level officer who is in charge of site. No supervisor/operator of the contractor shall work or allowed to work in the vicinity of running track who is not possession of valid competent certificate.

- Survey of site by supervisor of contractor and DFCCIL to assess the precautions to be taken at site for working of trains and materials required for protection.
- Written advice to sectional APM/DPM about the detailed planning of work including protection of track and safety measures proposed to be adopted.
- A copy of the approved methodology (to be approved by engineer in charge) proposed to be adapted by the contractor with a view to ensure safety of trains passengers and workers.
- Assurance that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirement to be adapted/followed while executing the work.
- An assurance register has been kept at site duly signed by both DFCCIL supervisor as well as by the contractor supervisor as a token of their having understood the safety precautions to be observed at site.
- No work shall which is to be done near running track shall commence unless permitted by sectional APM/DPM/PM/Dy.CPM
- Supplementary site specific instructions, wherever considered necessary shall be issued by the Engineer in Charge
- Standard Check list on Safety at Work Sites shall be used to ensure that all the requisite measures have been taken before start of work.

**ii. Plying of road vehicles and working of machineries close to running tracks:**

- a. Normally, the road vehicles shall be run or machinery shall be worked so as not to come closer than 6.0m from center line of nearest running track.
- b. The land strip adjacent to running tracks, where road vehicle is to ply or machinery is to work, shall be demarcated by lime in advance in consultation with the DFCCIL's Supervisor. Wooden pegs at interval not exceeding 75 mts shall be provided along the line marking as permanent marks. The road vehicles shall ply or machinery shall work so as not to infringe the line of demarcation.
- c. If a road vehicle or machinery is to work closer to 6.0 m due to site conditions or requirement of work, following precautions shall be observed:
  - In no case the road vehicle shall run or machinery shall work at distance less than 3.5m from centre line of track.
  - Presence of an authorized DFCCIL's representative shall be ensured before plying of vehicle or working of machinery.
  - DFCCIL's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train. Whistle boards shall be provided wherever considered necessary.
  - Lookout men shall be posted along the track at a distance of as per DFCCIL RailRoad Manual from such

locations who will carry red flag and whistles to warn the road vehicle/machinery users about the approaching trains. Lookout man shall be deputed for Safety at Work Sites.

- On curves where visibility is poor, additional lookout men shall be posted.

**d. If vehicle/machinery is to be worked closer to 3.5m from running track:**

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

- Plying of vehicles or working of machinery closer to 3.5m of running track shall be done only under protection of track. Traffic block shall be imposed wherever considered necessary. The site shall be protected as per provisions of Para No. 806 & 807 of P-Way Manual as case may be.
- Presence of a DFCCIL's Supervisor shall be ensured at worksite.
- DFCCIL's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train.

**e. Precaution to be taken while reversing road vehicle alongside the track:**

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

- f. Road vehicle shall not be allowed to run along the track during night hours generally. In unavoidable situations, however, vehicles shall be allowed to work during night hours only in the presence of an authorized DFCCIL's representative and where adequate lighting arrangements are made and where adequate precautions as mentioned earlier have been ensured.
- g. Road vehicles/machinery/plant etc. when stabled near running tracks shall be properly secured against any possible roll off and always be manned even during off hours.

**iii. Execution of works close to or on running lines:**

- a. Any work close to or on running tracks shall be executed under the presence of a DFCCIL's Supervisor only.
- b. Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.
- c. Contractor has deputed trained supervisors in required number at worksites duly certified by APM/DPM/PM/Dy. CPM in charge of the works.
- d. Drivers of vehicle/operators of the machines have been briefed about the safety and precautions to be taken while moving / working close to traffic.
- e. Contractor shall ply road vehicles/working of machinery only between sunset and sunrise. In case of emergency where it is necessary to work during night hours sufficient lighting shall be ensured in the complete work area for the safety of public and passengers. Also additional staff shall be posted as necessary for night working and



taking safety precautions.

- f. The contractor shall not change the approved vehicle/machinery and driver/operator for working at site. Contractor shall not induct any new vehicle/machinery and driver/operator without prior written approval of APM/DPM and the list of such changes with numbers of individual vehicle, name and license particulars of the driver shall be given to APM/DPM/PM/Dy. CPM of the section.
- g. Contractor shall ensure that road vehicle/machinery ply/work in a way so that these do not infringe the line of demonstration.
- h. Lookout men with required safety equipment shall be posted where necessary.
- i. In unusual circumstances, where operator apprehends danger to track while working truck/machinery near running track, following action shall be taken.
- j. The contractor/supervisor/vehicle operator immediately advice the situation to DFCCIL official/officials of the organization executing the work and assist him/them in protecting the track.
- k. Individual vehicle/machinery shall not be left unattended at site of work. If it is unavoidable and becomes necessary to stable the road vehicle/machinery at site near the running track, these shall be properly secured against any possible roll off and always be manned even during non-working hours. In addition the road vehicle / machinery should be stabled parallel to track only so that in case of failure of any securing arrangement, it may not roll towards the track.
- l. All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimensions do not infringe. Necessary checks shall be exercised by site in charge from time to time.

**iv. Precaution to be taken to ensure safety of electrical/signal/ telephone cables while excavating near tracks:**

- a. Particular care shall be taken to mark the locations of buried electrical/signal/telephone cables on the plans jointly with S & T/Electric supervisor and also at site so that these are not damaged during excavation.
- b. Copy of the cable plan should be given to the contractor's authorized representative before handing over the site to start the work.
- c. Due care shall be taken to ensure that any part of the equipment or machinery or temporary arrangement does not come close to cables while working.

**v. Precaution to be taken during execution of works requiring traffic blocks:**

- a. Any work, which infringes the moving dimensions or causes discontinuity in the track any activity making the existing track unsafe for passage of trains etc. Shall be started only after the traffic block has been imposed, DFCCIL servant in charge of the work is present at the worksite, engineering signals are exhibited at specified distance and flagmen are posted with necessary equipment to man them etc
- b. Before closing the work, the track shall be left with the proper track geometry so that the trains run safely and flagmen are kept in the night with safety and track protection equipment to patrol the stretch and take action to protect the track, if so warranted and inform the DFCCIL supervisors.
- c. After completion of work the released sleeper and fittings should be properly stacked away from the track to be

kept clear of moving dimensions.

- d. Block shall be removed only when all the temporary arrangement, machineries, tools, plants etc. have been kept clear of moving dimensions.

**vi. Precaution to be taken during execution of works during night:**

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

**vii. Precautions to be taken to ensure safety of workers while working close to running lines:**

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

**viii. Precaution shall be taken for safety of public or passengers, while executing works at locations, used by passengers and public:**

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

**ix. Safety aspects to be observed while working in ohe area:**

- a. No electrical work close to running track shall be carried out without permission of DFCCIL representative.
- b. A minimum distance of 2m has to be maintained between live OHE wire and body part of worker or tools or metallic supports etc.
- c. No electric connection etc. can be tapped from OHE.
- d. Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.

- e. Power block is correctly taken and 'permit to work' is issued.
- f. The structure bonds, track bonds, cross bonds, longitudinal rail bonds are not disturbed and
- g. If disconnected for the work, they are reconnected properly when the work is completed.
- h. The track level is not raised beyond the permissible limit during the work.

**x. Protection of track during emergency:**

- a. Action to be taken when a contractor's supervisor or vehicle operator apprehends any unusual circumstances likely to infringe the track and endanger safe running of trains:
  - At any time if a contractor's supervisor or vehicle operator observes any unusual circumstances likely to infringe the track and apprehend danger to safe running of track, he shall take immediate steps to advise a DFCCIL official of such danger and assist him in protection of track.
  - The track shall be protected as under: One person shall immediately plant a red flag (red lamp during night) at the spot and proceed with all haste in the direction of approaching train with a red flag in hand (red lamp during night) and plant a detonator on rail at a distance of 600m from the place of obstruction of BG track after which he shall further proceed for not less than 1200m from the place of obstruction from BG track and plant three detonators at 10m apart on rails. After this he shall display the red flag (red lamp during night) at a distance of 45m from the detonators.
  - Attempts shall also be made to send an advice to nearest DFCCIL station about the incident immediately.
- b. Action to be taken if train is seen approaching to site of danger and there is no time to protect the track as per guidelines mentioned above:

In such a case the detonators shall be planted on rails immediately at distance away from place of danger as far as possible and attention of driver of approaching train shall be invited by whistling, waving the red flag vigorously, gesticulating and shouting.
- c. Action to be taken if more than one track is obstructed:
  - In case of single line protection as above shall be done in both the directions from place of danger.
  - In case of double line or multiple lines, if other tracks are also obstructed, the protection as above shall be done for another track also. The protection shall be done in that direction and on that track first on which train is likely to arrive first.
  - The Contractor's Supervisors, Operators and lookout men shall be properly explained about the direction of trains on running tracks.
- d. Equipment required for protection of track:

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

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

**xi. Training to supervisors and operators of contractor:**

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

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

- xii. Contractor shall indemnify DFCCIL against any loss/damage to public property, travelling public, DFCCIL or his own staff due to his (contractor's) negligence. In case there is any mishap, a fact finding inquiry will be conducted by DFCCIL. A show cause notice will be issued to the contractor, in case he is prima-facie held responsible. Contractor's reply to show cause notice will be considered by the Engineer in Charge before taking final decision. In case contractor is found responsible for the mishap, recovery from him will be affected for only tangible direct losses.
- xiii. The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway /DFCCIL premises, but shall then conform to the rules and regulations of the Railway /DFCCIL if and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the Railway /DFCCIL siding and premises, the contractor shall provide flagman or look out men for protection of such persons. The employer shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work.
- xiv. The contractor shall abide by all DFCCIL regulations in force for the time being and ensure that the same are followed by his representatives, Agents or sub -contractors or workmen. He shall give due notice to his employees and workers about provision of this para.
- xv. The works must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on the Railway /DFCCIL, in such a way that they do not hinder Railway / DFCCIL train operation or affect the proper functioning of or damage any DFCCIL equipment, structure or rolling stock

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

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

**xvii. Competency Certificate: Annexure A**

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

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

**Signature and designation of the officer**

**1.5.22 GUARANTEE / DEFECT LIABILITY PERIOD: NIL**

**1.5.23 INSURANCE: - (CAR POLICY)**

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

**a. Insurance against Injury to and Damage to Property:**

The Contractor, as insuring Party, shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 1.5.23 (b) [*Insurance for Works and Contractor's Equipment*] or to any person / animal (except persons insured under Sub-Clause 1.5.23 (c) [*Insurance for Contractor's Personnel*], which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

This insurance shall be for a limit per occurrence of not less than the **Rs. 100 Lakh (Rs Hundred Lakh)**, with no limit on the number of occurrences.

The insurances specified in this Sub-Clause:

- i. shall be affected and maintained by the Contractor as insuring Party,
- ii. shall be in the joint names of the Contractor and Employer,
- iii. shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under Sub-Clause 1.5.23 (b)) arising out of the Contractor's performance of the Contract

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Employer, the Contractor and Subcontractors (wherever applicable) as separately insured.

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Sub-Contractor (whether applicable), other than death

or injury resulting from any act or default of the Employer, his agents or employees. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

**b. Insurance for Works and Contractor's Equipment:**

The Contractor, as insuring Party, shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the Date of Commencement, until the date of issue of the Taking-Over Certificate for the Works.

The Contractor shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations.

The Contractor shall insure the Contractor's Equipment for **not less than the full replacement value, including delivery to Site plus 15% of replacement cost.** For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

The insurances specified in this Sub-Clause:

- i. shall be affected and maintained by the Contractor as insuring Party,
- ii. shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated between the Parties for the sole purpose of rectifying the loss or damage,
- iii. shall cover all loss and damage from any cause not listed as Employer's Risks,
- iv. shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the Employer's Risks, excluding (in each case) risks which are not insurable at commercially reasonable terms
- v. may however exclude loss of, damage to, and reinstatement of:
  - a part of the Works which is in a defective condition due to a defect in its design, Materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub- paragraph below),
  - a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, Materials or workmanship,
  - a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and

**c. Insurance for Contractor's Personnel:**

The Contractor shall affect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

The Employer and the Engineer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be affected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

**d. Automobile Liability Insurance:**

The contractor shall affect and maintain an insurance covering use of all vehicle used by the contractor or its sub-contractors (whether or not owned by them) in connection with the design, construction, testing and commissioning of the facilities under the contract in accordance with statutory requirements.

**e. Professional Indemnity Insurance:**

The Contractor shall provide evidence of professional indemnity insurance carried by its Designer for the Works. The professional indemnity insurance shall cover the risk of professional negligence in the design of the Works. This insurance shall be for a limit of not less than Rs. 50 Lakh and shall be maintained in full force and effect from the Commencement Date of the Works until 03 years after the date of completion of the Defect Notification period.

The Engineer will not issue any payment certificate until the Contractor has provided evidence of this insurance and its period of effectiveness.

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

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

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

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

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

**1.5.24 ACCIDENT**

- a. The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.
- b. The contractor shall indemnify and keep the employer indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons sustained due to the acts or omission of the contractor, his sub-contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.
- c. The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by workmanship, material, execution or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs.5 lakh for any one accident without any limit on the number of accidents.
- d. The contractor shall be responsible for all repairs and rectification of damages to completed works or works under execution due to DFCCIL accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installation are provisionally handed over to the employer.
- e. The contractor shall take all precautions against damage from accident. No compensation shall be paid to the contractor for his plant or material lost or damaged by any cause whatsoever. The contractor shall make good the damages at his cost to any structure or part thereof by any cause during the course of the work.

#### **1.5.25 FINAL ACCEPTANCE**

The final acceptance of the entire work executed shall take effect from the date of expiry of the period of guarantee / Defect Liability Period as defined in paragraph 1.5.22 above of the expiry of the last of the respective periods of guarantee of various items (viz. RFO, Bridge, Earthwork etc), provided in any case that the Contractor has complied fully with his obligations under clause 1.5.22 in respect of each item, provided also that the attention has been paid by way of maintenance by the Employer.

The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.

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

#### **1.5.26 PAYMENT**

- a. Payment will be governed by the terms specified in Part-I, Chapter IV /Chapter- V (GCC /SCC) and in accordance with accepted schedule of prices and conditions mentioned in relevant para of the other parts and Chapters of the Tender Document. The employer retains the right to withhold money due to the contractor arising out of this contract for any default of the contractor.
- b. For the purpose of obtaining On Account interim/final Payments, the Contractor shall record item wise



measurement of actual executed work and based on the measurements he shall submit On Account interim/final bill in the approved format, along with the invoice & Measurement sheets/Books, digitally signed by authorized signatory. The contractor, shall also submit the required documents, records and reports listed below or as asked by the Engineer, along with on Account bill. The records including but not limited to the following:

- i. Material test reports on raw materials used.
  - ii. Material type and routine test report on components specification.
  - iii. Inspection reports of the inspection Plan check points.
  - iv. Routine test report.
  - v. Factory test results as required under the specification.
  - vi. Third Party Test reports (if any)
  - vii. Quality audit report including test check report of Employer's representative if any.
- c. The payment of on account /final bills claimed by the contractor shall be made as per provisions made in Clause 46.1 of GCC in conjunction other relevant provisions of contract if any. A certification from the contractor for compliance of terms and conditions of contract shall be submitted along with the bills.
  - d. The Contractor shall, whenever required, produce or cause to be produced for examination by the Employer any quotation / invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in anyway relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this Contract ( the decision of the employer on the question of relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required, to prove to the Employer that materials supplied by him are in accordance with the specifications laid down in the contract.
  - e. If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the Employer shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection. The Contractor should seek prior permission from the employer for subletting whole and/or part of the work to any sub-contractor.
  - f. The obligations imposed by sub-clause a to e above are without prejudice to the obligation of the Contractor under any statute, rules or order binding to the Contractor or other conditions of the contract.
  - g. It is an agreed term of the contract that the employer reserves the right to carry out post- payment Audit and/or technical examination of the works and the final bill, including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him if as a result of such examination any over payment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.
  - h. All payments in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS) / National Electronic Funds Transfer (NEFT/RTGS). The successful tenderer on award of contract must submit ECS/NEFT/RTGS Mandate Form complete in all respects as detailed at Form No. 8 of the tender document. However, if the facility of ECS/NEFT/RTGS is not available at a particular location, the payments shall be made by cheque.

**1.5.27 PERFORMANCE GUARANTEE: As per para 16.4 of GCC.**

**1.5.28 ADVANCES TO CONTRACTOR: - (Not Applicable in this Contract)****1.5.29 STATEMENT OF DISPUTE: - Refer to clause 63 and 64 of GCC.****1.5.30 INTEGRITY PACT:**

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

A copy of pre contract integrity pact is enclosed as Form No. 27 for signature of bidder as acceptance. The details of Independent External monitor (IEM) shall be collected from the office of CGM/GM-Co-ord. DFCCIL whenever required.

**1.5.31** Design and drawings related to work are available with DFCCIL. However, if any design and drawing is missing the contractor has to do design and prepare drawing for that. No extra payment on this account will be made to the contractor. Contractor should keep this aspect in mind while quoting the rates. Proof checking of design and drawing, if required to be done through IIT/NIT, the cost of the same will be borne by the DFCCIL.

**1.5.32 NON-COMPLIANCE WITH THE INSTRUCTION/DIRECTIVE OF THE ENGINEER'S REPRESENTATIVE**

- a. The contractor shall always comply with the instructions/ directive issued by the Engineer's representative from time to time. In the event of any noncompliance with such instructions/directives, apart from and in addition to other remedies available to DFCCIL as specified here in above, the Engineer's representative may employ at the work site, DFCCIL workmen with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of DFCCIL/Railway traffic. The decision of the Engineer's Representative in regard to the need, appropriateness and adequacy of the deployment of the Contractor/DFCCIL workmen with necessary equipment shall be final and conclusive.
- b. When DFCCIL workmen with necessary equipment are deployed in the above manner, recovery at the following rate shall be made from the contractor's due under this contract or any other amount of the contractor available with the DFCCIL under this contract or other contract. The recovery for the total DFCCIL workman hours employed at the work site for the above purpose shall be made at the rate of Rs. 200/- (Rs Two hundred only) per workman hour irrespective of the type and grade of the railway employee actually employed. The aggregate period from the time DFCCIL workmen are actually deployed at the work site till the work is completed to the satisfaction of the engineer's representative whose decision in this regard shall be final and conclusive.

**1.5.33 PERSISTENT NON-COMPLIANCE WITH INSTRUCTIONS/ DIRECTIVES OF ENGINEER'S REPRESENTATIVES**

- a. If the contractor does not comply with the instructions/directives of the Engineer's Representative apart from and in addition to the remedies available to DFCCIL as specified herein above without prejudice to DFCCIL's rights in this regard the Engineer's Representative, which for the purpose of this clause shall include the representative of Civil Engineer Department appointed by DFCCIL can suspend the contractor's work till the Engineer's Representative is satisfied that the contractor is in a position/will comply with the instructions/directives issued by the Engineer's Representative.

- b. The decision of the Engineer's Representative in this regard shall be final and conclusive. The contractor shall not have any claim whatsoever against the DFCCIL for such short term/long term suspension of the contract work.
- c. During the above-mentioned period of suspension of work the contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt of the contractor shall be deemed to be an unauthorized work on DFCCIL track. For such acts, the contractor shall then be liable for further appropriate action under the relevant provisions of the Indian Railway Act.
- d. Safety of the Contractor's men working on the track is responsibility of the Contractor's representative and the DFCCIL/Railway will in no case be responsible for compensation required to be paid to the contractor's man in the event of any accident / mishap. For this contractor shall sign an indemnity bond in DFCCIL Office on stamp papers.
- e. A daily progress as required by Railway/DFCCIL will be ensured by the contractor.
- f. The work will be done by the contractor to the entire satisfaction of Engineer-in-charge or his representative at site who will accord such a certificate in respect of all operations involved in site order book at the end of each day.
- g. Before starting the work inventory of the existing fittings and fastening of the track will be jointly taken by DFCCIL representative and contractor or his authorized representative, if required. A copy of this inventory will be submitted to Dy.PM/PM and to DFCCIL office divisional office. In the event of loss of any of the existing fittings and fastenings the contractor will have to pay the cost of new material at the prevailing rate fixed by DFCCIL plus 12½% as departmental charges. The track will be handed over to the DFCCIL in stages of one Km. Until the track is handed over back to Engineer-in-Charge or his representative the contractor will be responsible to ensure that no fitting / fastenings is lost from the newly laid track. Shortage of any P. Way fittings if any will be reported by key men of the section to Engineer-in-Charge or his representative of the work who will immediately intimate to the contractor and get it replaced at his cost.
- h. Any damage caused to the track, during the execution of work both in normal and abnormal condition will have to be re-repaired by the contractor at his cost.
- i. All the operation of the above work will be done on running track and nothing extra shall be paid to the contractor on this account.
- j. No extra charges for loading, unloading, leading the material to the site of work and loading of released materials back to loading point will be paid by DFCCIL except that mentioned in the tender schedule.
- k. The Contractor is required to complete all the operation viz. lifting, packing, alignment, raising etc. in order to make fit to the prescribed speed with his own labour.
- l. P.Way materials excluding rails and sleepers will be handed over by DFCCIL at the IMD/ISMD/DFCC station Godown as nominated by IMD incharge i.e. either at nearest DFCCIL Station of site of work or nearest IMD/ISMD Godown whichever is convenient to IMD In-charge. Released material will be sorted out by the contractor with his own labour and cost and separate stacks for SH and unserviceable material will be made at a location as finalized by the IMD In-charge of the section.

#### 1.5.34 TOOLS

- a. Track tools required for this work will be arranged by the contractor.
- b. All the tools and plants as required to execute the work will be arranged by contractor at his cost and nothing extra shall be paid on this account.
- c. The contractor will ensure reconditioning / repair of the tools and plants at his own cost to keep them fit for use. He will repair the wornout tools at his own cost and nothing extra will be paid on this account.
- d. The contractor should ensure that labour on work removes their tools clear of the track on the approach of the train. After the day's work the contractor should secure tools in proper tool boxes and in no case the labour be

permitted to take tools to their homes. Tools should not be allowed to fall in unwanted hands who can tamper with the Railway/DFCCIL track.

### **1.5.35 OTHER SPECIAL CONDITIONS**

- a. The Contractor shall, if and when so requested by DFCCIL, will provide the manpower at the Location as may be required by DFCCIL, at the agreed rates and terms & conditions.
- b. It shall be the responsibility of the Contractor to provide the persons in various categories as per the requirement of work.
- c. If the performance of the operator/ supervisor is unsatisfactory, DFCCIL shall give a notice of 15 days to the Contractor to take necessary action to improve the performance of persons/ supervisor and if the performance does not improve even after 15 days of such communication, the Contractor shall provide additional list of eligible/ Suitable candidates for replacement to DFCCIL within 05 days' time failing which the remuneration for delayed period in respect of such person will be deducted from amount due to firm/ agency.
- d. The age of manpower deployed by the agency shall not exceed 55 year at any time throughout the contractual period, except up to 65 years in case when retired P-Way Personnel from Railways is engaged.

### **1.5.36 MODUS OPERANDI FOR ENGAGEMENT**

- a. The Contractor shall provide the list of shortlisted eligible/ suitable candidates to DFCCIL. Screening of candidate will be carried out by the Contractor with consent of DFCCIL representative (APM/Dy. PM) as per requirement of works as prescribed and only suitable candidates will be allowed for deployment.
- b. The Contractor alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Contractor for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Contractor and Contractor shall keep DFCCIL totally and completely indemnified against any such claim(s).
- c. The Contractor shall maintain all registers required under various Acts, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- d. The attendance rolls for the personnel deployed by the Contractor at the premises of DFCCIL shall be provided by the Contractor and it shall be monitored by the Contractor. These attendance rolls shall be signed by the authorized representative of Contractor who shall get it verified by the designated officer of DFCCIL.
- e. Notwithstanding anything herein contained, the Contractor will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Contractor or of any persons deployed by it pursuant to the Contract.
- f. The Contractor is also liable to arrange for the replacement of the existing persons/ supervisor with the consent of DFCCIL officials (APM/Dy. PM).
- g. The engagement of persons/ supervisor shall be purely on temporary basis. The Contractor shall at all times make it absolutely clear to the persons/ supervisor hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any persons/ supervisor deputed in DFCCIL can be removed any time by giving notice to the Contractor and the staff in the circumstances provided herein above. The Contractor will have to provide suitable replacement acceptable to DFCCIL within 05 days' time.
- h. The Contractor would comply with the statutory requirements; rules and regulations applicable to persons/ supervisor engaged to DFCCIL and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Contractor shall obtain appropriate license under the Contract Labour (Regulation

and Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.

- i. The Contractor shall provide adequate cover to the persons/ supervisor for death, disability, sickness etc. DFCCIL shall not be liable to pay or bear any premium / compensation at any stage in respect of Insurance made by Contractor to cover the risk (death, disability, sickness) etc.
- j. The persons/ supervisor shall at all-time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of DFCCIL.
- k. The Contractor shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil, that may be initiated against DFCCIL on account of and/or arising out of the failure of the Contractor to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- l. In case the persons/ supervisor deployed by the Contractor is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
- m. In case the persons/ supervisor deployed by the Contractor is found to be involved in any illegal activities, he will be immediately replaced.
- n. Contractor shall provide identity cards bearing the photographs to the all persons/ supervisor deployed in DFCCIL at its own cost.

#### **1.5.37 WORKING HOURS OF PERSONS/ SUPERVISOR**

- a. Contractor shall provide the staff on all days of the months. The working hours of workman shall be 8 hrs in 24 hours or as specified in the schedule, However, timings may be advised without any overall impact on the period of duty as per DFCCIL requirement.
- b. In case the services of the Contractor are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or fails/neglects to carry out any instructions issued to it by DFCCIL from time to time the same can be terminated by DFCCIL on giving of a notice as per the GCC. In case of unsatisfactory performance of the contract, a warning letter will be issued to the Contractor. In case corrective action is not taken, DFCCIL shall have the right to terminate the agreement as per the provisions of GCC. Unsatisfactory service in this case would be frequent absence or poor attendance of workman, inability to provide replacement, lackadaisical work in maintaining cleanliness, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.
- c. The Contractor shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Contractor, such action should be taken only with approval of DFCCIL.

#### **1.5.38 SAFETY REQUIREMENTS**

Uncompromising Quality and Safety standards are considered as part of work carried out at all Work Sites at DFCCIL and therefore Zero Tolerance towards non-compliance. Site activities require total compliance to safety procedures and guidelines as provided on I.R.GCC, DFCCIL RAILROAD MANUAL & as per IRPWM, if any latest amendment or revision in GCC & IRPWM. Accordingly, at all work sites where contractor's personnel are deployed, they shall comply to Safety Procedures, Norms. All Contractor Staff/ Labour shall use PPE kit during working at site or travelling on DFCC vehicle for work.

#### **1.5.39 Normally works will be executed as per Indian Railway Permanent Way Manual 2020 Indian Railway Works**

Manual, Indian Railway Bridge Manual and any relevant Indian Railway Manual applicable to the particular item. In addition to that specification of Indian Railways Unified Standard Schedule of Rates will also be applicable.

- 1.5.40** The work is to be executed as per the instruction of Dy.PM/APM of concerned IMD. Concerned Engineer-in-charge or his representative will issue necessary general guidance & actually item to be operated as per the tender schedule & site condition. Decision of Engineering-in-charge or his representative shall be final and binding on the contractor. Tenderers are requested to visit the site of work before quoting their rates.

Contractor shall take all care to avoid any damage to electric overhead or underground cable telephone wires water pipe line sewerage system etc. Any damage to the DFCCIL/Railway property on account of contractor's negligence shall be made good at contractor's cost.

It will be the responsibility of the contractor to bring the material in good & safe condition during transportation of any item. Any damage to the DFCCIL/Railway material shall be recovered as per extant rules.

- 1.5.41** Any Doubtful Points to be referred to the Chief General Manager, DFCCIL: Should there be any doubt or obscurity as to anything to be done or not to be done by the contractor or as to these instructions or as to any matter or thing, the contractor must set forth such doubt or obscurity in writing and submit the same to Chief General Manager DFCCIL. Only such reply as the said Chief General Manager, DFCCIL may be in writing given shall be taken as the authoritative interpretation of the point in doubt or obscurity.
- 1.5.42** The Output value of the USFD testing should be as per the MANUAL FOR ULTRASONIC TESTING OF RAILS AND WELDS-Revised 2022(with latest correction slips).
- 1.5.43** In turnouts, the philosophy of the USFD testing will be that the full rail head should be tested by SRT and after that the rail head is to be tested by hard probing, beyond that visual inspection is to be done. Tongue rail of thick web SEJ will also be tested with the same philosophy or any instructions by RDSO/DFCCIL in future.

**PART-II**  
**CHAPTER-I**  
**TECHNICAL SPECIFICATIONS**

1. Specifications for the works given in the items of MANUAL FOR ULTRASONIC TESTING OF RAILS AND WELDS-Revised 2022 shall be followed. During the currency of the contract any correction slip related with the items of MANUAL FOR ULTRASONIC TESTING OF RAILS AND WELDS-Revised 2022 is issued, the contractor shall be bound to accept the same. No extra claim what so ever shall be admissible in such cases.
2. Firm shall submit a copy of QAP approved by RDSO before starting the work. QAP submitted shall be valid during execution of work.
3. Operator deployed for USFD testing should have valid Competency Certificate issued by RDSO and the same shall be submitted by the firm before starting the work.
4. USDF testing machine shall be approved by RDSO. Firm shall submit a copy of approval certificate before starting the work, if, some dispensation has been given by RDSO for approval of testing machine the same shall be produced.
5. All material to be used in this contract shall be procured from RDSO approved firms.
6. The work will be executed strictly under supervision of DFCCIL official and as directed by engineer-in charge at site. The above work is to be executed as per Standard specification laid down in Manual for Ultrasonic testing of Rails and Welds (Revised -2022 with update correction slips, latest amendments/ alterations) In case of any ambiguity regarding interpretation of works; the meaning contained in manual will prevail. Suitable Railway/DFCCIL nominated supervisor will accompany contractor personnel's as per requirement. Neither any vehicle nor arrangements for lodging shall be made available by DFCCIL. The contractor will be making his own arrangement for transporting the Equipment, man & material to the site or work, no extra payment will be made for this activity.
7. The rail /weld testing by USFD shall be done by competent person having Competency Certificate issued by RDSO. The testing equipment should be calibrated as per provisions of "Manual & Specification for Ultra Sonic Testing of Rails/Welds". The probes should be maintained in working conditions and replaced timely as per requirement.



**PART II**

**CHAPTER II**

**LIST OF CODES USED IN THE TEXT (BUT NOT LIMITED TO  
THE FOLLOWING)**

**(RELEVANT CODE WILL BE FOLLOWED AS PER  
REQUIREMENT OF THE ITEMS)**

### 3.2 CODES & SPECIFICATIONS TO BE FOLLOWED

3.2.0 List, though not exhaustive, of Codes / Specification with up-to-date corrections slip to be followed is as under:

1. Manual For Ultrasonic Testing of Rails and Welds-Revised 2022
2. IRS-GE-1, Specifications for Track Ballast

3.2.1 Civil Structures (with latest correction slips)

1. DFC Schedule of Dimensions.
2. Dedicated Freight Corridor Corporation of India Limited Railroad Manual-2024
3. Indian Railway Schedule of Dimensions (SOD)
4. Indian Railway Works Manual,
5. Indian Railway Bridge Manual
6. Indian Railways Permanent Way Manual June, 2020
7. Indian Railways Unified Standard Schedule of Rates (Formation works, Bridge Works and P.Way Works), 2019 and Indian Railways Unified Standard Specifications (Formation works, Bridge Works and P.Way Works), 2021
8. Indian Railway Engineering code.
9. CPWD Delhi Schedule of Rates (Vol.-1) & (Vol.-2), 2021 for Building, Road & Horticulture Works.
10. CPWD Specifications (Vol.-1) & (Vol.-2), 2019.

3.2.2 In case of any conflict between Technical Specification, Additional Technical Specification mentioned in Part-II and Part-III of Tender Document, Codes / Specifications mentioned above or otherwise or regarding correct applicability of relevant specification, the decision of Engineer shall be final and binding.

**PART II**  
**CHAPTER III**  
**PRIORITY OF DOCUMENTS**

### **3.3.0 PRIORITY OF DOCUMENTS**

The several documents forming the contract are to be taken as mutually explanatory as one another. If any inconsistency or discrepancy is found in the documents the Client/Employer shall issue any necessary Clarification or instruction. For the purpose of interpretation, the priority of documents shall be in accordance with the following sequence.

1. The Letter of Award
2. Schedule of Items, Rates & Quantities
3. Special Conditions of Contract (SCC)
4. Technical Specifications and Additional Technical Specifications as part of Special Conditions
5. General Conditions of Contract (GCC)
6. The Preamble & General Instructions to Tenderers
7. Any other documents forming part of Contract
8. Indian Railways Standard General Conditions of Contract
9. RDSO/IR Specifications/Guidelines
10. Relevant B.I.S. Codes

**PART – II**  
**CHAPTER-IV**  
**TENDER FORMS (INCLUDING SCHEDULE OF PRICES)**

<b>SN</b>	<b>Form No.</b>	<b>Description</b>
1.	Form No.1A	Bid Security
2.	Form No.1B	Offer Letter
3.	Form No.2	Tenderer's Credentials
4.	Form No.2A-I	Details of works of similar nature physically completed in all respect as per contract agreement during last Seven (7) years, ending last day of month previous to the one in which tender is invited.
5.	Form No.2A-II	Technical Eligibility Criteria Details - Completion Certificate (If the work is awarded by any Government Organisation/PSU's
6.	Form No.2A-III	Technical Eligibility Criteria - Completion Certificate (If the work is awarded by Concessionaire)
7.	Form No.2A-IV	Technical Eligibility Criteria - Completion Certificate (If the work is awarded by Public listed company)
8.	Form No. 2B	Financial Eligibility Criteria (On the Letter Head of Chartered Accountant)
9.	Form No. 2C-I	Financial Eligibility Criteria (on the letter head of chartered accountant) (Mandatory and applicable for tenders valuing more than Rs 20 Cr to calculate Bid Capacity of tenderer- For value of A)
10.	Form No.2C	Financial Eligibility Criteria (Bid Capacity) List of Awarded Works Under Execution and / Or Work Awarded but Not Yet Started till Date Of Opening Of Tender (Mandatory for tenders more than Rs. 20 Cr value wherein eligibility criteria include Bid Capacity also, to evaluate Bid Capacity of tenderer)
11.	Form No.2D	list of Personnel in Organization available on hand and proposed to be engaged for the subject work.
12.	Form No.2E	List Of Plants & Machinery Available on Hand and Proposed to Be Inducted (Own and Hired to Be Given Separately) For Subject Work
13.	Form No.2F	Details of Firm
14.	Form No.3	Certificate (For Sole Proprietorship Firm or Sole Proprietorship Firm participating as member of JV)
15.	Form No.4	Special Power of Attorney (For Sole Proprietor Firm only)
16.	Form No.5	Certificate (For HUF or HUF participating as member of JV)

17.	Form No.6	Special Power of Attorney (For HUF (Hindu Undivided Family))
18.	Form No.7	Special Power of Attorney (For Partnership Firms only)
19.	Form No.8	Declaration By an Existing Partnership Firm/ LLP Firm (Mandatory if tenderer is an Existing Partnership Firm/ LLP Firm)
20.	Form No. 9	Declaration By Newly Formed Partnership Firm/ LLP Firm (Mandatory if tenderer is Newly Formed Partnership Firm/ LLP Firm)
21.	Form No. 10	Special Power of Attorney (For LLP Firm incorporated under LLP Act)
22.	Form No. 11	Partner's Resolution of LLP Firm incorporated under LLP Act for submitting Tender by LLP firm (To be printed on Firm's letter head)
23.	Form No. 12	Special Power of Attorney (For Registered Society & Registered Trust)
24.	Form No. 13	Special Power of Attorney (For Private/Limited companies only)
25.	Form No. 14	Declaration Regarding Constitution of Existing/ New Company (Mandatory if tenderer is an Existing / New Company)
26.	Form No.15	Memorandum Of Understanding For JV (The Memorandum of Understanding shall be submitted in following format on the non-judicial stamp of Rs.500/- duly notarized by Notary Public)
27.	Form No.16	Format For Power of Attorney by Lead Partner of Joint Venture (JV) (To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney) <b>Not Applicable</b>
28.	Form No.17	Draft Format of Joint Venture Agreement <b>Not Applicable</b>
29.	Form No.18	Special Power of Attorney (To be submitted by Private/Limited Companies, Sole Proprietor or HUF participating as member of JV)
30.	Form No.19	Letter Of Consent (To be submitted by Partnership Firm participating as member of JV)
31.	Form No.20	Special Power of Attorney (For Partnership Firms participating as a member of JV only)
32.	Form No.21	Extract Of the Resolution Passed at The Meeting of The Partners
33.	Form No.22	Power Of Attorney by LLP Firm (incorporated under LLP Act) for entering into JOINT VENTURE AGREEMENT. <b>Not Applicable</b>

34.	Form No.23	Specimen Resolution of Executive Committee of Registered Society/Trust (To be printed on registered society/ trust's letter head)
35.	Form No.24	Special Power of Attorney (To be submitted by Registered Society/Trust participating as member of JV)
36.	Form No.25	Specimen Board's Resolution of a Private/Limited company for entering into JV with other entities
37.	Form No.26	Format for Affidavit to be Uploaded by Tenderer Along with The Tender Document
38.	Form No.27	Pre-Contract Integrity Pact
39.	Form No.28	Anti-Profitteering Declaration
40.	Form No.29	Particular of Retired Railway/DFCCIL Engineer(s)/ Officer(s) of the Gazetted rank
41.	Form No.30	Model form for Performance Bank Guarantee Bond
42.	Form No.31	Contract Agreement
43.	Form No.32	Proforma for Time Extension
44.	Form No.33	Standing Indemnity Bond For "On Account" Payments
45.	Form No.34	Summary of Insurances
46.	Form No.35	Certificate of Fitness
47.	Form No.36	Proforma of 7 days' notice for works as a whole/ in parts (details of part of work to be mentioned)
48.	Form No.37	Proforma Of 48 hrs. Notice for Whole Work DFCCIL (Without Prejudice)
49.	Form No.37A	Proforma of 48 hrs. Notice for Part of The Work
50.	Form No.38	Proforma of Termination Notice
51.	Form No.38A	Proforma Of Termination Notice for Part of The Work
52.	Form No.39	Format Of Bank Guarantee for Mobilisation Advance
53.	Form No.40	Proforma Of 14 days' Notice for Offloading of Part of Contract Work
54.	Form No.41	Notice for part of Contract Work Offloaded
55.	Form No.42	Certification by Arbitrators appointed under Clause 63 & 64 of General Conditions of Contract
56.	Form No.43	Security Deposit (Bank Guarantee Bond from any Scheduled Commercial Bank in



		India)
57.	Form No.44	Agreement For Civil Works Maintenance Contract
58.	Form No.45	Work order: Civil Works Maintenance Contract
59.	Form No.46	Price Schedule / Rate Sheet
60.	Form No.47	Schedule of Prices

**Bid Security****Bank Guarantee Bond from any scheduled commercial bank of India**

*(On non-judicial stamp paper, which should be in the name of the Executing Bank).*

..... **Bank's Name, and Address of Issuing Branch or Office** .....

**Beneficiary:** Dedicated Freight Corridor Corporation of India Limited.

Date: .....

**Bank Guarantee Bond No.:**

**Date:** -----

..... (**Designation & address of Contract Signing Authority**), Dedicated Freight Corridor Corporation of India Limited (herein called "**the Employer**") having invited the bid for through Notice inviting tender (NIT) No.. , We have been informed that . . . [**Insert name of the Bidder**] (hereinafter called "**the Bidder**")

intends to submit its bid (hereinafter called "**the Bid**").

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

**AND**

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

1. KNOW ALL MEN that by these present that I/We the undersigned [**Insert name(s) of authorized representatives of the Bank**], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Employer full amount in the sum of [**Insert required Value of Bid Security**] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Bidder and without the Employer being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Employer and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Employer at any time.
6. This guarantee will remain valid and effective from..... [insert date of issue] till ..... [insert date, which should be minimum (90 days beyond the expiry of validity of Bid)]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security/Maintenance period plus 60 days.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	
IFSC TYPE	
BANK NAME	
BRANCH NAME	
CITY NAME	
ADDRESS	
DISTRICT	
STATE	
BG ENABLED	

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

Date .....

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters] .....

[Designation with Code No.] .....

[P/Attorney] No.

Witness:

1. Signature, Name & Address & Seal

2. Signature, Name& address & Seal

Bank's Seal

*[P/Attorney] No.*

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

**OFFER LETTER**

Tender No.....

Name of work: USFD testing of rails, welds, SEJ and Turnouts as per Need Based Concept of USFD as per "Indian Railway Standard Specification Manual for Ultrasonic testing of Rails and welds, Revised- 2022 (with latest correction slips) issued by RDSO" of entire WDFC (New Dadri to JNPT) section of DFCCIL for 3 years

To,  
**The Chief General Manager,**

**DFCCIL, 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), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

- 1) I/We have examined and have no reservations to the Bidding Documents, including all Amendments.;
- 2) I/We offer to execute the Works in conformity with the Bidding Documents;
- 3) I/We also agree to keep this offer open for acceptance for a period of 120days from the date from the date of opening of the Technical Bid of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security" and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- 4) I/We have not been blacklisted/banned in accordance with para.1.3.13(d)(i) of Preamble & General Instructions to tenderers.
- 5) I/We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pending before any Court on deadline of submission of the Bid in accordance with para.1.3.13(d)(i) of Preamble & General Instructions to tenderers.
- 6) A Bid Security of ₹ \_\_\_\_\_ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
  - (i) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
  - (ii) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
  - (iii) I/We do not commence the work within fifteen days after receipt of orders to that effect.

- 7) I/We am/are a Startup firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid up to ..... (Copy enclosed) and hence exempted from submission of Bid Security.
- 8) We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.
- 9) If our bid is accepted, we commit to obtain a Performance Guarantee in accordance with the Bidding Documents;
- 10) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements of the work.
- 11) We understand that this bid, together with your written acceptance thereof included in your notification of award/Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- 12) All information, statements and description in this bid are in all respect true, correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes/incorrect information are detected at any stage, we understand the bid will invite summarily rejection and forfeiture of Bid Security deposit, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.

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

Name .....

In the capacity of .....

Signed .....

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

Date:

**TENDERER'S CREDENTIALS**

<b>S. No.</b>	<b>Description</b>
<b>1</b>	For technical experience/competence, give details of completed or substantially completed similar works during the last Seven years, ending last day of month previous to the one in which tender is invited in the proforma given in Form-2AI & 2AII/2AIII
<b>2</b>	For financial capacity and organizational resources, give details of contractual turnover for the last three financial years (i.e. current financial year and three previous financial years) as per audited balance sheet certified by Chartered Accountant in the proforma given in Form-2B
<b>3</b>	<p>Bid Capacity (Not applicable)</p> <p>a) For financial capacity and organizational resources, give details of contractual turnover for the last three financial years (i.e. current financial year and three previous financial years) as per audited balance sheet certified by Chartered Accountant in the proforma given in Form-2C-I</p> <p>b) List of Awarded Works Under Execution and/or Work Awarded but not yet started till Date of Opening of Tender – Form-2C-II</p>
<b>4</b>	List of Clients/Organisations on hand and proposed to be engaged for the subject work. Form-2D
<b>5</b>	Bidder's Information Form, Form-2F
<b>6</b>	Give constitution of your firm. Attach certified copies of legal documents in support thereof in form/format of as applicable according to status of firm, (Form No. 3 to Form No.21)
<b>7</b>	

**DETAILS OF WORKS OF SIMILAR NATURE PHYSICALLY COMPLETED IN ALL RESPECT AS PER CONTRACT AGREEMENT DURING LAST SEVEN (7) YEARS, ENDING LAST DAY OF MONTH PREVIOUS TO THE ONE IN WHICH TENDER IS INVITED.**

S N	Name of work	Name of organizat ion for whom work physically complete d	Type of organiz ation for whom work execute d	Contr act Agree ment No. & Date	Origin al value of contra ct agree ment	Final value of contra ct as comple ted	Payment received till opening of present tender (On account/fin al bill)	Time taken for completion of work		Principal feature of the work in brief
								Date of award of contra ct	Date of actual completi on	
1	2	3	4	5	6	7	8	9	10	11
1										
2										

Date:

Signature of Tenderer/s

With Seal

Note: -

- (i) Above detail should be given only for works which have been physically completed in all respects, for the similar nature work defined in Para1.3.12(i)(A) of Chapter-3, Part-I of Bid Document. Part completed work shall not be considered.
- (ii) No technical and financial credentials are required for tenders having value up to Rs.50 lakhs.
- (iii) Details shall be furnished as per provisions and foot note of in Para1.3.12(i)(A)- Technical Eligibility Criteria and Para1.3.12(ii)-explanatory note, of Chapter-3, Part-I of Bid Document.
- (iv) Attested copy of Completion Certificate of works mentioned in para (c) above from (xiii) the Organizations with whom they worked as per Performa given in Form-2A-II, 2A-III & 2A-IV as applicable.



**TECHNICAL ELIGIBILITY CRITERIA DETAILS****COMPLETION CERTIFICATE**

(If the work is awarded by any Government Organisation/PSU's)

Name of Organization

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

Letter No.

Date: -.....

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

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

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

(Signature)

Date:

Name and Designation of officer

Mobile No. of officer

Seal of officer

The bidder shall upload Certified completion certificates issued by the client duly signed and scanned/ digitally signed as per Eligibility Criteria of the tender documents along with this form.

Signature of the Tenderer with Seal

Self-Attestation by Bidder

**Note: -**

- (i) Use separate sheet for each similar work submitted in support of this criterion,
- (ii) Above detail should be given only for works which have been physically completed in all respects, for the similar nature work defined in Para1.3.12(i)(A) of Chapter-3, Part-I of Bid Document. Part completed work shall not be considered.
- (iii) No technical and financial credentials are required for tenders having value up to Rs.50 lakhs.
- (iv) Details shall be furnished as per provisions and foot note of in Para1.3.10(i)- Technical Eligibility Criteria and Para1.3.13-explanatory note, of Chapter-3, Part-I of Bid Document.

**TECHNICAL ELIGIBILITY CRITERIA****COMPLETION CERTIFICATE**

(If the work is awarded by Concessionaire)

Name of Concessionaire

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

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

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

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

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

(Signature)

Date:

Name and Designation of officer

Mobile No. of officer

Seal of officer

The bidder shall upload Certified completion certificates issued by the client duly signed and scanned/ digitally signed as per Eligibility Criteria of the tender documents along with this form.

Signature of the Tenderer with Seal

Self-Attestation by Bidder

**Note: -**

- (i) Use separate sheet for each similar work submitted in support of this criterion,
- (ii) Above detail should be given only for works which have been physically completed in all respects, for the similar nature work defined in Para1.3.12(i)(A) of Chapter-3, Part-I of Bid Document. Part completed work shall not be considered.
- (iii) No technical and financial credentials are required for tenders having value up to Rs.50 lakhs.
- (iv) Details shall be furnished as per provisions and foot note of in Para1.3.10(i)- Technical Eligibility Criteria and Para1.3.13-explanatory note, of Chapter-3, Part-I of Bid Document.

**TECHNICAL ELIGIBILITY CRITERIA DETAILS****COMPLETION CERTIFICATE**

(If the work is awarded by Public listed company)

Name of the public listed company

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

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

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

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

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

(Signature)

Date:

Name and Designation of officer

Mobile No. of officer

Seal of officer

*The bidder shall upload Certified completion certificates issued by the client duly signed and scanned/ digitally signed as per Eligibility Criteria of the tender documents along with this form.*

Signature of the Tenderer with Seal

Self-Attestation by Bidder

**Note: -**

- (i) Use separate sheet for each similar work submitted in support of this criterion,
- (ii) Above detail should be given only for works which have been physically completed in all respects, for the similar nature work defined in Para1.3.10(i)(A) of Chapter-3, Part-I of Bid Document. Part completed work shall not be considered.
- (iii) No technical and financial credentials are required for tenders having value up to Rs.50 lakhs.
- (iv) Details shall be furnished as per provisions and foot note of in Para1.3.10(i)(A)- Technical Eligibility Criteria and Para1.3.13- explanatory note, of Chapter-3, Part-I of Bid Document.



**FINCANCIAL ELIGIBILITY CRITERIA**

(On the Letter Head of Chartered Accountant)

To,  
Chief General Manager  
DFCCIL, Noida.

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

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

S N	Financial year	Contractual Receipts	*Extracted from Source document (Audited balance sheet/certificate issued by the employer/ client / Tax deduction at source certificate)
1.	Current year (Say A)		
2.	A-1		
3.	A-2		
4.	A-3		

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

Yours sincerely,

Date: ...

(Name & Sign. Of Authorized Signatory)

Seal of firm

Registration No: -

E-Mail: -

Phone: -

**Note:**

- Client certificate from other than Govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.
- In case of JV firm details of construction works executed by each member of JV is required to be submitted.

**FINCANCIAL ELIGIBILITY CRITERIA**

(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)

(Mandatory and applicable for tenders valuing more than Rs 20 Cr to calculate Bid Capacity of tenderer- For value of A)-(Not applicable for this tender)

To

CPM

DFCCIL, Noida.

**Sub:** -Civil work executed and payment received

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

S N	Financial year	Work executed And Payment received through construction works
1.	Current year (Say A)	
2.	A-1	
3.	A-2	
4.	A-3	

Yours sincerely,

Date: ...

(Name &amp; Sign. Of Authorized Signatory)

Seal of firm

Registration No: -

E-Mail: -

Phone No.

**Note:**

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

**FINCANCIAL ELIGIBILITY CRITERIA (Bid Capacity)****(Not applicable for this tender)****LIST OF AWARDED WORKS UNDER EXECUTION AND/OR WORK AWARDED BUT NOT YET STARTED TILL DATE OF OPENING OF TENDER**

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

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

Date

Signature of Chartered Accountant

Signature of Tenderer/s with seal

**NOTE: -**

- (i) This statement should be submitted duly verified by Chartered Accountant.
- (ii) In case of no works in hand, a 'NIL' statement should be furnished duly verified by chartered Accountant.

- (iii) In case of JV firm, the details of works with each member of JV is required to be submitted duly verified by Chartered Accountant.
- (iv) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.
- (v) N for column 10 –Number of years prescribed for completion of work for which bids has been invited.
- (vi) ‘B’ is the value of existing commitments and balance amount of ongoing works with the tenderer to be completed in next ‘N’ years.
- (vii) For N equal or more than column (9), Value of ‘B’ will be same as column (8)
- (viii) For contracts not having any defined part financial /physical completion stages/milestones, and  $N < \text{column (9)}$  then the value of ‘B’ will be as per formula  $B = (8) * N / (9)$
- (ix) In case part financial / physical completion stages / milestone is defined in the contract’s value of ‘B’ shall be calculated accordingly.

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

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

SN	Name & Designation	Qualification	Professional Experience	Remarks
1.1	2	3	4	5

Signature of Tenderer/s

Dated:

**LIST OF PLANTS & MACHINERY AVAILABLE ON HAND AND PROPOSED TO BE INDUCTED  
(Own and Hired to Be Given Separately) For Subject Work**

SN	Particular of Plant & Machinery	No. of Unit	Kind & Make	Capacity	Age Condition	Owned by Firm	Proposed to be Purchased	
							Date Of Placing Order	Likely Date of Receipt
1								
2								
3								
4								
5								
6								

Note:

- (a) Indicate clearly, whether (i) Owned by firm, or (ii) To be purchased by firm giving date of placing order and likely date of receipt.
- (b) Optimum Plants and Machineries required to be deployed during execution of work.

Signature of Tenderer/s

Dated:

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

1.	Full name of the firm	:
2.	Registered Head Office Address	:
3.	Branch Office in India (If any)	:
4.	Constitution of firm (whether Sole proprietorship firm/Partnership firm/ Limited Company/Joint Venture (JV)/Registered Society/Registered Trust /LLP/HUF etc.)	:
5.	Contact Details of Tenderer	Mobile: LL: Email:
6	Details of PAN Card	
7	GST Details	
8.	Bank account details of the firm i.e. Account No., name of bank and bank specific code number (MICR &IFSC) to facilitate electronic payment	
a	Name of Bank	
b	Name of City	
c	Bank Code No	
d	Name of Bank Branch	
e	Branch Code No	
f	Address of Bank Branch	
g	Telephone Number of Bank Branch & E mail of Bank Branch	Mobile: LL: Email:
h	Name of customer / Tenderer as per account	
i	Account Number of Tenderer appearing on cheque book	

j	Type of Account (S.B. / Current / Cash credit)	
k	IFSC code for NEFT	
l	IFSC code for RTGS	
m	9-Digit-code number of the bank and branch appearing on the MICR cheque issued by the bank. And Copy of Cancelled Cheque	



**CERTIFICATE**

(For Sole Proprietorship Firm or Sole Proprietorship Firm participating as member of JV)

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

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

(Indicate Name – Proprietary firm) at .....

Deponent

Signature and Seal

**VERIFICATION**

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

Deponent

Signature and Seal

Place: -

Date: -

**Note: -**

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

**SPECIAL POWER OF ATTORNEY**

(For Sole Proprietor Firm only)

Be It known to all that I the Sole Proprietor of the firm ..... having its registered office at ..... do hereby, for and on behalf of the said firm appoint Shri..... (Name & designation with full address) as Special Attorney of the said firm and authorize Shri..... (name) whose specimen signature are appended below, to do all or any of the following act's deeds and/or things on behalf of the said firm and to represent the firm in respect for the tender No..... (Name of work) ..... invited by DFCCIL.s

- 1) To appear before office of DFCCIL related to the process of tendering for the above said tender.
- 2) To procure/download the tender documents for the above said tender.
- 3) To digitally sign the above said tender document and for uploading the offer on [www.ireps.gov.in](http://www.ireps.gov.in) for the said Tender.
- 4) To attend meetings and submit clarifications including negotiations, if any, called by DFCCIL.
- 5) To sign the agreement and other relevant documents & receive payment on behalf of firm,
- 6) To co-ordinate measurement through contractor's authorized engineer, witness measurement, sign measurement books on behalf of firm.
- 7) To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to Arbitration Tribunal. I have read the content of this Special Power of Attorney & accept the same and I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

(Signature with name of Power attorney Holder)

(Name &amp; signature of sole proprietor)

Dated .....

Place .....

(Seal of Firm)

**Note:** - The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall be duly registered with Registrar or Notarized. (Not required if tender is uploaded by Proprietor himself)

**CERTIFICATE**

(For HUF or HUF participating as member of JV)

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

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

Deponent

Signature and Seal

**VERIFICATION**

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

Deponent

Signature and Seal

Place: -

Date: -

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

**SPECIAL POWER OF ATTORNEY**

(For HUF (Hindu Undivided Family))

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

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

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

Members of the HUF (Signature of .....)  
Seal of Firm

(Name &amp; signature)

DATE ..... 1.....

2.....

Place .....

3.....

4.....

Seal of Firm

**Note:** - The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall be duly registered with Registrar or Notarized. **(Not required if tender documents are uploaded by Karta himself).**

**SPECIAL POWER OF ATTORNEY**

(For Partnership Firms only)

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

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

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

Executants Partner (Signature of Sri.....)  
Seal of Firm

(Name &amp; signature)

DATE ..... 1.....

2.....

Place ..... 3.....

4.....

Seal of Firm

**Note:** - The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with Registrar or Notarized. **(Required even if one or more Partners are authorized in the Partnership Firm to sign on behalf of the Firm)**

**DECLARATION BY AN EXISTING PARTNERSHIP FIRM/ LLP FIRM**

(Mandatory if tenderer is an Existing Partnership Firm/ LLP Firm)

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

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

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

OR

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

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

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

AND / OR

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

S.No.	Name of Joining	Share of joining Partner(s)
-------	-----------------	-----------------------------



	Partner(s)		
		In the present firm	In the previous firm from where he/they has/have quit and joined the present firm

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

- 1) Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I.
- 2) A copy of previous partnership Firm (Notarized or duly registered with the Registrar) (3) Affidavit as per proforma given of Annexure –IX for previous Propriety firm (duly executed on stamp paper and notarized).
- 3) Copy of previous LLP agreement and certificate of incorporation.
- 4) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm)
- 5) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, LLP firm or propriety firm)
- 6) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para 1.2.0 of Chapter-3. Part-I of Bid Document.

Declaration by the Tenderer: -

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

Name and Signature of Tenderer with Seal

**Note:** Detailed explanatory note given in para 1.3.12(ii) & credential details given in para 1.3.13(i) & (ii) of Chapter-3 of Bid Document.

**DECLARATION BY NEWLY FORMED PARTNERSHIP FIRM/ LLP Firm**

(Mandatory if tenderer is Newly Formed Partnership Firm/ LLP Firm)

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

1. That, we are the newly formed partnership firm/ LLP Firm in the name and style of M/s .....

Registered with registrar of firm vide Registration No..... dated.....

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

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

3. That, following relevant documents are Annexed with bid –

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

- IV. Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm)
- V. Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, LLP firm or propriety firm)
- VI. Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm.

**Declaration by the Tenderer: -**

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

Name and Signature of Tenderer

along with Seal

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

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

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

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

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

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

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

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

SignatureName : Signatures of authorized representative & Seal

Address of LLP: authorized representative

Name of (Executants):

Designation:

Signature/Name:

Address:

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

(a) Name ..... Signature.....

Name ..... Signature.....

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

(Seal and signature of Notary Public)

**Note: -**

- 1) The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly Registered with Registrar or Notarized.

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

- 2) Detailed explanatory note given in para 1.3.12(ii) & credential details given in para 1.3.13(i) & (ii) of Chapter-3 of Bid Document.

**PARTNER'S RESOLUTION OF LLP FIRM INCORPORATED UNDER LLP ACT FOR  
SUBMITTING TENDER BY LLP FIRM**

(To be printed on Firm's letter head)

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF \_\_\_\_\_ (LLP Name) having LLP on..... of 20..... (Hereinafter referred to as LLP) HELD ON (Date) \_\_\_\_\_ AT (Address) \_\_\_\_\_ Whereas the Board has been described about NIT No. \_\_\_\_\_ issued by DFCCIL for the work name "\_\_\_\_\_". Partners discussed the matter and after discussion following resolution was passed: RESOLVED THAT the LLP (LLP name) shall participate in the above tender.

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

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

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

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: \_\_\_\_\_

Designation: \_\_\_\_\_

Place:

Dated:

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

(Seal and signature of Notary Public)

**Note: -**

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

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

**SPECIAL POWER OF ATTORNEY**

(For Registered Society &amp; Registered Trust)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S .....  
 ..... (Name of Registered Society / Registered Trust) is a Registered Society /  
 Registered Trust registered under the ..... Act (Name of the act vide which registered), and  
 having its registered office at..... (hereinafter called  
 the 'Registered Society / Registered Trust').

AND WHEREAS by its resolution No..... passed in the meeting held on..... of the  
 Executive Member of the Registered Society / Registered Trust the Registered Society / Registered Trust  
 ..... (Registered Society / Registered Trust name) ..... have decided to participate in  
 the Tender No. \_\_\_\_\_ invited by DFCCIL for the work namely  
 “ \_\_\_\_\_ ”.

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

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

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



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

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

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

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

WITNESSES:

Signature Name: Signatures of authorized representative  
Address: & Seal of Registered Society /  
Registered Trust

Name of Authorized (Executants): r  
Designation: e  
Signature Name: p  
Address:

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

(1) Name ..... Signature.....

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

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

(Seal and signature of Notary Public)

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

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

**SPECIAL POWER OF ATTORNEY**

(For Private/Limited companies only)

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

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

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

(Signature of Shri.....)

Authorized signatory of the firm

Dated.....

Place .....

Seal of Firm

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

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

**DECLARATION REGARDING CONSTITUTION OF EXISTING/ NEW COMPANY**

(Mandatory if tenderer is an Existing / New Company)

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

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

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

**OR**

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

S.No.	Name of Partner(s)	Share of Partner(s) who has/have quitted.	Date of quitting (MM/YY)
1.			

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

- (1) Details of company getting merged as per annexure I
- (2) Copy of Memorandum of Association/ Articles of Association of the Company getting merged
- (3) Copy of certificate of incorporation of previous company getting Merged.
- (4) Resolution by the Board of Directors for the Merger of the company(s) with the tenderer
- (5) Proof of surrender of previous PAN no
- (6) Documents for the technical, financial criteria, bid capacity as claimed wrt such Company(s) joining the new/ existing Company, as per para 1.2.0 of Chapter-3, Part-I of Bid Document.

Declaration by the Tenderer: -

We/ I have read the content of this declaration & respective conditions of the GCC regarding assessment of the eligibility of our partnership firm/ LLP firm and have/ has enclosed all the required mandatory documents

accordingly. We/I hereby declare that the information given above are true. If any of the above information is found to be wrong at any time, my tender will liable to be rejected.

Name and Signature of Tenderer

Along with seal.

**Notes-**

- 1) In case company A is merged with company B, then company B would get the credentials of company A also.
- 2) Detailed explanatory note given in para 1.3.12(ii) & credential details given in para 1.3.13(i) & (ii) of Chapter-3 of Bid Document.

**MEMORANDUM OF UNDERSTANDING FOR JV**

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

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

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

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

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

1. That we M/s..... (JV firm) on behalf of all members of this joint venture agreement agreed that M/s ..... will be "Lead Partner" of this Joint Venture.
2. That under this MOU, the work will be done jointly by M/s ..... The first party and M/s ..... the second and so on .....in the name and style of ..... (Name)(Joint venture firm).
3. That we JV firm M/s ..... on behalf of all the members of JV firm shall be legally liable, severally and jointly responsible/ liable for the satisfactory/ successful execution/ completion of the works including maintenance period in all respects and in accordance with terms and conditions of the contract.
4. That we M/s JV firm..... On behalf of all the members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (DFCCIL) for execution of the project in accordance with General and Special Conditions of the Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
5. M/s ..... (Name of Lead Firm) of JV firm shall be the lead member of the JV firm who shall have a majority ..... % share of interest in the JV firm. The other (One/Two)

members shall have followed share: - M/s ..... (Name of Second Firm) have ..... % and M/s ..... (Name of Third Firm if any) have .....% share of interest in the JV Firm.

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

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

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

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



With Seal of parties

Witnesses with name & full address: -

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

Date.....

Place.....

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

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

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

**POWER OF ATTORNEY\***

Whereas Dedicated Freight Corridor Corporation of India Limited has invited Bids for the work of  
..... [Name of Work]

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

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

**NOW THIS POWER OF ATTORNEY WITNESSETH THAT:**

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

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

Dated this the..... Day of 20.....

.....

(Signature)

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

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

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

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

**DRAFT FORMAT OF JOINT VENTURE AGREEMENT**

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

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

**A. CONDITIONS AND TERMS OF JV AGREEMENT**

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

**B. SCHEDULES**

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

**SPECIAL POWER OF ATTORNEY**

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

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

“Tender No.....Name of work .....”.

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

In witness where of I..... (Indicate name of Director/ Sole Prop/ Karta.) of M/s..... (Indicate name of Co. / Prop. Firm/HUF) the above-named Director /

Proprietor has executed this Power of Attorney.

For M/s.....

(Sign. of Shri.....)

(Sign & Seal .....)

Place...

Date: -.....

**Note:**

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

**(For private/ limited company as member of JV- this Form is required even if MOU/JV agreement is signed by the authorized/ Power of attorney holder himself as per the Copy of Resolution)**

**(For sole proprietor firm/HUF as member of JV, This Form is Not required, if MOU/JV agreement is signed by the proprietor of the Sole Proprietor Firm/ Karta of HUF himself)**

**“LETTER OF CONSENT”**

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

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

(1) ..... (2) .....

(3) ..... (4) .....

(5) ..... (6) .....having its

office at ..... hereby give our consent on behalf of M/s.....

..... (Indicate name of firm) in favour of Mr..... (Indicate name of Partner),  
whose specimen signature are appended below, for entering into Joint Venture Agreement with

M/s..... (Indicate name of other firm's) ..... having office at

..... in connection with T. No.....Name of work ..... to sign &  
execute the MOU, JV agreement and all other required documents pertaining to above said tender on behalf of  
firm.We have read the contents of this letter of consent & accept the same and we hereby agree to and ratify all acts,  
deeds & things of them or any documents executed by the said partner in the scope of this letter of consent on  
behalf of firm.

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

Name &amp; Signature of Partner/s

(Signature of Sh.....)

DATE.....

Place.....

1. ....

2. ....

3. ....

4. ....

5. ....

Seal of the Firm

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

**SPECIAL POWER OF ATTORNEY**

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

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

1.....2.....3.....4...  
.....5.....6.....having its office at  
.....hereby give our consent on behalf of M/s..... (Indicate name of firm) in favour of  
Mr..... (Indicate name of Partner), whose specimen signature are appended  
below, for entering into Joint Venture Agreement with M/s..... (Indicate name of  
other firm's) ..... having office at ..... in connection with Tender  
No.....Name of work ..... to sign & execute the MOU, JV agreement and all other  
required documents pertaining to above said tender.We have read the content of this Special Power of Attorney & accept the same and we hereby agree to ratify &  
confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said  
Attorney.

Executants Partner

(Signature of Sri.....)

(Name &amp; signature)

DATE ..... 1.....

2.....

Place ..... 3.....

4.....

Seal of Firm

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

**EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF**

\_\_\_\_\_ (LLP Name) having LLP on..... of 20.....) (hereinafter referred to as \_\_\_\_\_ LLP) HELD ON \_\_\_\_\_ (Date) AT \_\_\_\_\_ (Address)

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

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

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

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

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

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: \_\_\_\_\_

Designation: \_\_\_\_\_

Place:

Dated:

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

(Seal and signature of Notary Public)



**POWER OF ATTORNEY BY LLP FIRM (INCORPORATED UNDER LLP ACT) FOR ENTERING  
INTO JOINT VENTURE AGREEMENT.**

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

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

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

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

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

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

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

IN WITNESS WHEREOF this deed has been signed and sealed by

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

WITNESSES:

Signature Name:

Address:

Signatures of authorized representative & Seal  
of LLP:

Name of authorized representative:

Designation:

Signature Name: Address:

Specimen Signatures of Attorney Holder in token of acceptance:

(1) Name .....Signature.....

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

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

(Seal and signature of Notary Public)

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

**SPECIMEN RESOLUTION OF EXECUTIVE COMMITTEE OF REGISTERED SOCIETY/TRUST  
(TO BE PRINTED ON REGISTERED SOCIETY/ TRUST'S LETTER HEAD)**

**FOR ENTERING INTO JV WITH OTHER ENTITIES**

Extract from the minutes of meeting of Executive Committee of Registered Society/Trust held on

..... (Date) at the office of the Registered Society/Trust situated at  
..... (Address of the Registered Society/Trust).

\*\*\*\*\*

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

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

Name and Signed by authorized

Executants/s of Registered Society/Trust

Note: -

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

**SPECIAL POWER OF ATTORNEY**

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

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

“Tender No.....Name of work.....  
.....”.

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

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

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

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

(Sign& Seal .....)

Place...

Date: -.....

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

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

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

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

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

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

Signed by Managing Director/

Director/ Company Secretary of the Company

**Note: -**

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

**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENT**

(To be executed in presence of Public Notary on non-judicial stamp paper of the value of Rs. 300/- The stamp paper has to be in the name of the tenderer) \*\*

Tender Notice No.....

Name of Work: .....

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

1. I/we the tenderer(s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender document including all amendments/corrigendum from the website <https://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 evolution of tenders, execution of work of final payment of the contract, the master copy available with the DFCCIL shall be final and binding up me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/we also understand that my/our offer will be evaluated based on the document/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness for the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by DFCCIL/Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of up to Two years. Further, I/we (insert name of the tenderer) \*\* \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.

9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto Two years.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

Place:

Dated:

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

#### **VERIFICATION**

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

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

Attestation before Magistrate/Notary Public

**PRE-CONTRACT INTEGRITY PACT****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on----- day of the month of----- 20xx, between, on one hand, the DFCCIL acting through Shri ----- Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s----- represented by Shri Chief Executive Officer (hereinafter called the

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

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

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

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

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



- 1.2 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the [A] to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

#### Commitments of BIDDERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:
- 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
- 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.
- 3.3 \* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- 3.4 \* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of

the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.

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

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

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

#### 4. Previous Transaction

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

- 5.1 The Bid Security (also called Earnest Money)/Security Deposit (also called Retention Money)/Performance Guarantee shall be as per the provisions of Bid document.

#### 6. Sanctions for Violations

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

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

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

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

## 7. Fall Clause

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

8. Independent Monitors

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDOER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be 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 proposal for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

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

CLIENT

BIDDER

Name of the officer

CHIEF EXECUTIVE OFFICER

Designation

Dept./Ministry/PSU

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

**ANTI-PROFITEERING DECLARATION****TO WHOM IT MAY CONCERN**

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

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

Signature of the Authorized signatory/ person

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

Name of the Organization and Seal

**Note:** To be executed on a non-judicial stamp paper of Rs.300/- duly Notarized by Public Notary.

**PARTICULAR OF RETIRED RAILWAY/DFCCIL ENGINEER(S)/ OFFICER(S) OF THE  
GAZETTED RANK**

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

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

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

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

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

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

4.			
----	--	--	--

**Note: -**

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

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

S N	Name of the relative who is employed in gazette capacity on Railway/DFCCIL with Designation	Relation
1.		
2.		
3.		
4.		

**Note: -**

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

Signature of the tenderer.....

Name.....

Signature of Tenderer (s) with Seal





**MODEL FORM FOR PERFORMANCE BANK GUARANTEE BOND**

To  
 Chief General Manager,  
 Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL)  
 Noida,

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

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

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

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

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

Dated the----- day of -----2020

For \_\_\_\_\_ (indicate the name of bank)

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

**CONTRACT AGREEMENT**

(To be executed on requisite value of stamp papers)

This agreement is made on this ..... Day of ..... 2025 BY AND BETWEEN Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a company incorporated under the companies Act, 1956 and having its office at Supreme Court Metro Station Building, Pragati Maidan, New Delhi 110001 (hereinafter referred to as “EMPLOYER” which expression shall, where the context admits, include its successors and assigns) OF THE ONE PART,

AND

M/s..... having its office at.... (hereinafter referred to as “ the Contractor” which expression shall, where the context admits, include their legal heirs, executors, administrators, successors and assigns in business) OF THE OTHER PART.

WHEREAS: -

1. The Employer is desirous that certain works should be executed by the Contractor viz. Tender No. .... (Hereinafter called “the works”, and has accepted a Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement in the following order of priority:
  - (a) The Contract agreement
  - (b) The Letter of Award /Acceptance

- (c) The Preamble & General Instructions to Tenderers
- (d) The Schedules (Bill of Quantities)
- (e) Special Conditions of Contract (SCC)
- (f) General Conditions of Contract (GCC)
- (g) Technical Specifications and Additional Technical Specifications as part of Special Conditions
- (h) Any other documents forming part of Contract

3. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respect with the provision of the contract.
4. The Employer hereby covenant to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Both the parties shall hereby submit to the jurisdiction of the courts situated at New Delhi for the purpose of actions and proceedings arising out of the contract and the courts at Delhi shall have the sole and exclusive jurisdiction to hear and decide such actions and proceedings.
6. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

IN WITNESS

Where of the parties hereto have caused this Agreement executed the day and year first before written.

Name, Designation and address of the  
Authorized signatory

Name, Designation and address of the  
Authorized signatory

Signed for and on behalf of

the Contractor in the Presence of

Employer in the presence of:

Witness:

Witness:

1.

1.

2.

2.

**Note:** Name and address of the witnesses to be indicated

## 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 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
7. (here mention the extended date), further action will be taken in terms of Clause 62 of the General Conditions of Contract.

Yours faithfully,

For and on behalf of the Employer

Name of the Official

Stamp/Seal of the Employer  
Signature of Tenderer (s) with Seal





**STANDING INDEMNITY BOND FOR “ON ACCOUNT” PAYMENTS**

(On paper of requisite stamp value)

We, M/s\_\_\_\_\_ hereby undertake that we hold at our store's Depot/s at\_\_for and on behalf of the Managing Director/ DFCCIL acting in the premises through the CGM/ GM Co-ord\_\_\_\_\_ F DFCCIL 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 again stall risk till they are duly delivered as erected equipment to the employer or as he may direct otherwise and shall indemnify the employer against any loss/damage or deterioration what so ever in respect of the said material while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the CGM/ GM Co-ord in charge of Dedicated Freight Corridor Corporation of India Limited (Whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus material disposed off and refund becomes due, the Employer shall be entitled to recover from us the 85% of supply portion of Part IV, Chapter– II (Form - 4) to the Contract (as applicable) and also compensation for such loss or damage if any 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 here after becomes due to us under the said or any other Contract.

Dated this day\_\_day of 20...

for and on behalf of

M/s\_\_\_\_\_(Contractor)

Signature of witness

Name of witness in Block letter. Address.

**SUMMARY OF INSURANCES****Insurance to be taken by the Contractor**

In accordance with the provision of SCC Sub-Clause 1.5.12, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance sent for the below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

**A. Insurance against Injuries to Person and Damage to property-**

Covering any loss, damage, death or bodily injuries which may occur to any physical property or to any person / animal covering loss and damage to Employer property and Employer's personal.

Amount (In Rs)	Deductible limits (in Rs.)	Parties insured (names)	From	To
Rs. 100 Lakh per occurrence with no limit on the number occurrences	-	Contractor and Employer	Commencement date	Issue of Performance certificate

**B. Insurance of Works and Contractor's Equipment**

The contractor shall insure to cover loss or damage to works, plants, materials and contractor's documents occurring prior to completion of the work until the date of issue of the Taking-Over Certificate for the Works.

Amount (In Rs)	Deductible limits (in Rs.)	Parties insured (names)	From	To
Full replacement value, including delivery to Site plus 15% of replacement cost	-	Contractor and Employer	Commencement date	Issue of Taking-Over Certificate for the Works

**C. Insurance for Contractor's Personnel**

The Contractor shall affect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel. The Employer and the Engineer shall also be

indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

**D. Automobile Liability Insurance**

Covering use of all vehicles used by the contractor or its sub-contractors (whether or not owned by them) in connection with the design, construction testing and commissioning of the facilities under the contract in accordance with statutory requirements.

**E. Professional Indemnity Insurance**

To cover professional negligence in the design of the works.

<b>Amount (In Rs)</b>	<b>Deductible limits (in Rs.)</b>	<b>Parties insured (names)</b>	<b>From</b>	<b>To</b>
Rs. 50 Lakh	-	Contractor and Employer	Commencement date	Issue of Performance certificate plus 3 years

**F. Workers' Compensation**

In accordance with the statutory requirement applicable in India.

**G. Insurance to be taken by the Employer (DFCCIL)– Nil**

**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 and cause of the physical disability should be clearly stated.

Signature of Tenderer (s) with Seal

**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. Seven days' notice under Clause 62 of 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 7 days' notice in terms of Clause 62 of General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will stand rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

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

Stamp/Seal of the Employer

Signature of Tenderer (s) with Seal

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

Kindly acknowledge receipt.

Yours faithfully

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

Stamp/Seal of the Employer

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

\_\_\_\_\_ DFCCIL

(Without Prejudice)

To,  
M/s

Dear Sir,  
Contract Agreement No. \_\_\_\_\_ In connection with

1. Seven days' notice under Clause 62 of 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 General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work ..... (details of part to be mentioned) in contract will be rescinded and the work under this contract will be carried out independently without your participation.
3. Your full Performance Guarantee for the Contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance work being execute through the part terminated contract.
4. The contract value of part terminated contract shall stand reduced to ....

Kindly acknowledge receipt.

Yours faithfully

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

Stamp/Seal of the Employer

**PROFORMA OF TERMINATION NOTICE**

\_\_\_\_\_ DFCCIL

(Without Prejudice)

No. \_\_\_\_\_

Dated

To

M/s

Dear Sir,

Contract Agreement No. \_\_\_\_\_ In connection with

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

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

Kindly acknowledge receipt.

Yours faithfully

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

Stamp/Seal of the Employer



**PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK**

(DETAILS OF PART OF WORK TO BE MENTIONED)

\_\_\_\_\_DFCCIL

(Without Prejudice)

No. \_\_\_\_\_

Dated

To

M/s

Dear Sir,

Contract Agreement No. \_\_\_\_\_ In connection with

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

Kindly acknowledge receipt.

Yours faithfully

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

Stamp/Seal of the Employer

**FORMAT OF BANK GUARANTEE FOR MOBILISATION ADVANCE**

Bank guarantee made on this ..... Between (hereinafter called “the Bank”) of the One Part and Dedicated Freight Corridor Corporation of India Limited. (hereinafter called “the Employer”) of the other Part.

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

AND WHEREAS vide Clause 1.5.20 of Part - I, Chapter V, Special Conditions of Contract, Mobilization Advance up to \_\_\_\_% (\_\_\_\_percent) of the original contract value of Rs... is

payable to the contractor against Bank Guarantees, the contractor hereby applies for Mobilization Advance of \_\_\_\_% (\_\_\_\_percent) amounting to Rs..... /- (Rupees) of

the Contract Price,

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

We, Bank of ....., do hereby unconditionally, irrevocably and without demur guarantee and undertake to pay the Employer immediately on demand any or all money payable by the contractor to the extent of Rs. .... /- (Rupees.....) without any demur, reservation, context, recourse or protest and/or without any reference to the contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the contractor on any dispute pending before any court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

This guarantee is valid till .....

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

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

Of ..... being herewith duly authorized.

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

Signature of Authorized Bank Official

Name .....

Designation .....

Stamp/Seal of the bank .....

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

..... in the presence of Witness 1

Signature .....

Name .....

Address .....

Witness 2

Signature .....

Name .....

Address .....

**PROFORMA OF 14 DAYS NOTICE FOR OFFLOADING OF PART OF CONTRACT WORK**

Dedicated Freight Corridor Corporation of India Ltd.

(Without Prejudice)

To,

M/s .....

.....

Dear Sir,

Contract Agreement No. ....

In connection with .....

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no....., dated.....; you have failed to show adequate progress of work so as to complete the contract within the original / extended date of completion of contract and part(s) of contract work are yet to be started/ still lagging behind the agreed program of work, listed as under:

*(Details of part(s) of work which is delayed and can be executed independently, to be mentioned).*

1. Your attention is invited to this office/Chief Engineer's office letter no. ...., dated.....in reference to your representation, dated.....
2. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work, you are hereby given 14 days' notice in accordance with Clause 40A of the General Conditions of Contract to deploy adequate resources i.e. *(the details of resource requirement, to be mentioned)* and commence / to make good the progress for part(s) of works detailed above, failing which action as provided in Clause 40A of the General Conditions of Contract shall be commenced after expiry of 14 days' notice period viz. to offload few/ all part(s) of work mentioned above to any of the existing or new contractor without your participation and at your Risk & Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and behalf of the Employer

Name of the Official: -

Stamp/ Seal of the Employer



**NOTICE FOR PART OF CONTRACT WORK OFFLOADED**

Dedicated Freight Corridor Corporation of India Ltd.

(Without Prejudice)

To,

M/s .....

Dear Sir,

Contract Agreement No. ....

In connection with .....

1. Fourteen days' notice under Clause 40A of the General Conditions of Contract was given to you under this office letter of even no., dated ; but you have taken no/inadequate action to deploy adequate resources to commence the part(s) of work/show adequate progress of the part(s) of work, mentioned therein.

As you have failed to abide by the instructions issued to commence the part(s) of work/show adequate progress of the part(s) of work even at the lapse of 14 days' notice period under Clause 40A of the General Conditions of Contract, few part(s) of the work under the contract have been offloaded and being executed by other mode(s) at the cost detailed below:

Or,

2. Please refer your request letter no.... dated ....., wherein it was requested under clause 40 A of the General Conditions of Contract to offload part(s) of works at your risk & cost. The details of part(s) of the work under the contract which have been offloaded and being executed by other mode(s) at the cost detailed below:

*(List of Part(s) of work offloaded, Details of mode of execution of such offloaded work along with approximate cost thereof to be mentioned)*

3. The final measurement of work(s) already executed for above part(s) of work recorded as per clause 45 (A) or/and 45 (B) of the General Conditions of Contract is enclosed herewith.
4. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.
5. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs....., over& above the cost of execution under this contract (including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.
6. The Contract value gets reduced to Rs.....:
7. You are requested to continue with the balance work in the contract subsequent to offloading of above part(s) of work.

Kindly acknowledge receipt.

Yours faithfully

For and behalf of the Employer

Name of the Official: -

Stamp/ Seal of the Employer

**Certification by Arbitrators appointed under Clause 63 & 64 of General Conditions of Contract**

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. Total Number of Arbitration/DAB/Conciliation Cases presently involved as Arbitrator/DAB Member/Conciliator:
5. Total Number of Arbitration/DAB/Conciliation Cases in which acting as Contractor's (one of the Party to the present dispute) nominee Arbitrator/DAB Member/Conciliator:
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

8. 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:
9. 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:

**Security Deposit**

Bank Guarantee Bond from any scheduled commercial bank of India

*(On non-judicial stamp paper, which should be in the name of the Executing Bank).*

..... *Bank's Name, and Address of Issuing Branch or Office* .....

Beneficiary: Dedicated Freight Corridor Corporation of India Limited.

Date: .....

Bank Guarantee Bond No.:

Date: -----

..... *(Designation & address of Contract Signing Authority)*, Dedicated Freight Corridor Corporation of India Limited (herein called "the Employer") having invited the bid for through Notice inviting tender (NIT) No.. , We have been informed that . . . *[Insert name of the Bidder]* (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid").

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally, and irrevocably guarantee to pay to the Employer full amount in the sum of *[Insert required Value of Security Deposit]* as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Bidder and without the Employer being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.



5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Employer and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Employer at any time.
6. This guarantee will remain valid and effective from.....[insert date of issue] till .....[insert date, which should be minimum 60 days beyond the Maintenance period]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security/Maintenance period plus 60 days.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	
IFSC TYPE	
BANK NAME	
BRANCH NAME	
CITY NAME	
ADDRESS	
DISTRICT	
STATE	
BG ENABLED	

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

Date .....

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters] .....

[Designation with Code No.] .....

*[P/Attorney]* No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]* No.

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

**AGREEMENT FOR CIVIL WORKs MAINTANANCE CONTRACT**

CONTRACT AGREEMENT No. \_\_\_\_\_ DATED \_\_\_\_\_. ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between the MD DFCCIL acting through the Chief General Manager, DFCCIL, Noida, hereinafter called the "DFCCIL" of the one part and \_\_\_\_\_ hereinafter called the "Contractor" of the other part.

WHEREAS the Contractor has agreed with the Railway during the period of \_\_\_\_\_ months from \_\_\_\_\_ to \_\_\_\_\_ for the performance of:

(a) New Works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding ₹ \_\_\_\_\_.

(b) All ordinary repair and maintenance works at any site between kilometre \_\_\_\_\_ and kilometre \_\_\_\_\_ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at \_\_\_\_\_% above/below the Standard Schedule of Rates (SSOR) i.e. USSOR-2021 and/or DSR-2021, corrected up to the latest correction slips and Standard Specifications of the USSOR-2021 and/or DSR-2021 corrected upto latest correction slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE PRESENTS WITNESSETH That in consideration of the payment to be made by the DFCCIL, the Contractor will duly perform the works set forth in the said Work Order and shall execute the same with great promptness, care and accuracy, in a workman like manner to the satisfaction of the Railway and will complete the same on or before the respective dates specified therein in accordance with the said specifications and said drawings (if any) and said conditions of contract and will observe, fulfil and keep all the conditions therein mentioned, (which shall be deemed and taken to be part of this contract as if the same had been duly set forth herein), AND the DFCCIL both here-by agree that if the Contractor shall duly perform the said work in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the completion thereof the amount due in respect thereof at the rates specified above.

Contractor \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

DFCCIL, Noida

(For MD DFCCIL)

Witnesses (to signature of Contractor):

Signature of witnesses with address \_\_\_\_\_

Date \_\_\_\_\_

Signature of witnesses with address \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_



**WORK ORDER: CIVIL WORKs MAINTANANCE CONTRACT**

WORK ORDER NO. \_\_\_\_\_, DATED \_\_\_\_\_ UNDER CONTRACT AGREEMENT

NO. \_\_\_\_\_ DATED \_\_\_\_\_.

Name of Work \_\_\_\_\_ (SITE) \_\_\_\_\_

Schedule of Drawings \_\_\_\_\_

Authority \_\_\_\_\_ Allocation \_\_\_\_\_

The Contractor(s) \_\_\_\_\_ is / are hereby ordered to carry out the following works at \_\_\_\_\_ % above/below the Standard Schedule of Rates (SSOR) of \_\_\_\_\_, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents under **Civil Works Maintenance Contract** Agreement here-in-before referred to:

SL	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words (₹)	Amount (₹)
1	2	3	4	5	6	7
Total Approximate Value of Work = ₹ _____						

The works herein mentioned are required to be completed on or before \_\_\_\_\_ (Date). The quantities provided herein are approximate and subject to variation under Clause 42 of the Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

Chief General Manager/Dy.CPM

DFCCIL, Noida

Date \_\_\_\_\_

for MD DFCCIL

I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings hereto annexed and in accordance with the General and Special (if any) Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Standard Specifications of USSOR and/or DSR, as applicable, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents .

**Name of Work:-** “USFD testing of rails, welds, SEJ and Turnouts as per Need Based Concept of USFD as per "Indian Railway Standard Specification Manual for Ultrasonic testing of Rails and welds, Revised- 2022 (with latest correction slips) issued by RDSO" of entire WDFC (New Dadri to JNPT) section of DFCCIL for 3 years”

**RATE SHEET**

**I/we hereby agree and abide to do the work as below:-**

<b>Sl. No</b>	<b>Description of works</b>	<b>Amount of Schedule (Rs.) (Including GST)</b>	<b>Technical Eligibility</b>	<b>Similar Nature of work</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1.	USFD testing of Rails / Welds/SEJ/Turnouts as per <b>Schedule of rates (Form No. 47)</b>	<b>Rs. 11,13,23,908.61/-</b>	As per para 1.3.10	USFD testing of Rails / Welds on main line with RDSO approved Operator & Equipment.
<b>Total of Schedule (Including GST)</b>		<b>Rs. 11,13,23,908.61/-</b>		

**Note :** The tenderer should quote single percentage above / at par / below on Schedule of rates.

**Explanatory Notes for BOQ:**

- i. The rates shall also be inclusive of all taxes (Including GST) legally leviable and quoted any other taxes, octroi license fee and royalty charges etc. if any.
- ii. Contractor should bear the fact in mind while quoting the rates that GST will be paid by Contractor as per prevailing rate for further deposition of GST to State Govt. and/or Central Govt. as applicable. Documentary evidence of deposition of GST will be produced by contractor.
- iii. The contractor should adhere to Anti Profiteering Provisions as per section 171 of the CGST Act. Incase due to change in the rates of GST / Change in law, the contractor gets any credits / benefits, the same shall be passed on to DFCCIL by way of reduction in prices.
- iv. If the uniform percentage quoted by the Tenderer does not clearly indicate whether the rates are above/at par/below the estimated rates then through sign convention it will be considered to be on plus side and evaluated accordingly.
- v. Specifications for the works given in the items of MANUAL FOR ULTRASONIC TESTING OF RAILS AND WELDS-Revised 2022 shall be followed. During the currency of the contract any correction slip related with the items of MANUAL FOR ULTRASONIC TESTING OF RAILS AND WELDS-Revised 2022 is issued, the contractor shall be bound to accept the same. No extra claim what so ever shall be admissible in such cases.
- vi. Work will be executed with the satisfaction of Engineer-in-charge. Payment will be made by the DFCCIL duly certified by the respective Dy.CPM/nominated DFCCIL official of the jurisdiction and his team. Contractor may club the all executed work in the running bill for obtaining the payment from DFCCIL.

**SCHEDULE OF PRICES**

**Name of work :- “USFD testing of rails, welds, SEJ and Turnouts as per Need Based Concept of USFD as per "Indian Railway Standard Specification Manual for Ultrasonic testing of Rails and welds, Revised- 2022 (with latest correction slips) issued by RDSO" of entire WDFC (New Dadri to JNPT) section of DFCCIL for 3 years”**

SN	Item Description	Item Code	Item Qty	Qty Unit	Unit Rate (Rs) (Incl GST@18%)	Amount
1	Carrying out of USFD testing of rails including gauge face corner defects & USFD testing of welds during NRT & other USFD test etc. on NBC testing as per Indian Railway Standard Specification for Ultrasonic Testing of Rails/Welds, Revised - 2020 (with latest amendments) and Manual for Ultrasonic Testing of Rails & Welds, Revised - 2022 (with up to date correction slips) issued by RDSO with contractor's own B - scan machines (equipped with 9 channels SRT/DRT for two extra 37 degree probes), Operators, all materials, tools & plants, consumables, spares, equipments etc. as per the direction/instruction of Engineer-in-charge or his authorised representative. The rate includes all taxes leviable by State/Central Government, including GST.	NS-1	7,468.10	Track Kilometers	8,649.03	6,45,91,789.59



SN	Item Description	Item Code	Item Qty	Qty Unit	Unit Rate (Rs) (Incl GST@18%)	Amount
2	Carrying out USFD testing of Alumino Thermic (AT) welds on all types of rails, using 0° (2 MHz) double crystal; 70° (2 MHz) 20mm x 20mm single crystal probe for head & flange testing; 2 nos. 45° (2 MHz) single crystal with tandom rig for testing from rail top to bottom & for half moon testing and 70° (2 MHz) 20mm x 20mm side looking probe by NBC (Need Based Concept) method under traffic conditions as per provisions of IR's "Manual & Specifications for Ultrasonic Testing of Rails and Welds" & related instructions duly marking the defects, submission of daily reports and storing back- up data as specified & directed. The rates are inclusive of contractor's men, materials & machines complete unless otherwise specified and directed :	NS-2	2,493.20	Each	346.21	8,63,159.02
	Track having more than 3 Rail panels					
3	USFD testing of Switch Expansion Joint (SEJ) as per provisions of "IR's Manual & Specifications for Ultrasonic Testing of Rails and Welds" with latest amendments & related instructions, duly marking the defects, submission of daily reports and storing back-up data, as specified in the special conditions, as applicable to rail testing. The rates are inclusive of contractor's men, materials & machines complete.	NS-3	910.00	Set	1770	16,10,700.00
	With Contractor's USFD machine					

SN	Item Description	Item Code	Item Qty	Qty Unit	Unit Rate (Rs) (Incl GST@18%)	Amount
4	USFD testing of Turn-out as per provisions of "IR's Manual & Specifications for Ultrasonic Testing of Rails and Welds" with latest amendments & related instructions, duly marking the defects, submission of daily reports and storing back-up data, as specified in the special conditions, as applicable to rail testing. The rates are inclusive of contractor's men, materials & machines complete	NS-4	37,507.00	Set	1180	4,42,58,260.00
	With Contractor's/DFCCIL USFD machine					
	<b>Total (Incl GST@18%)</b>					<b>11,13,23,908.61</b>

\*\*\*\*\*END OF DOCUMENT\*\*\*\*\*