



Tender No- DFCCIL/TRS/PRYJ/39

For

Name of Work: - Comprehensive Annual maintenance contract for 14 Hot Axle Box Detector Systems for a period of 36 (Thirty-Six) months under CGM/ Prayagraj(W) unit.

SINGLE PACKET OPEN ONLINE E-TENDER

(PARTICIPATION THROUGH E-TENDER ONLY)

**Visit:- www.ireps.gov.in/itslinkatwww.dfccil.com
(Help Desk of IREPS:011-23761525)**

TENDER DOCUMENT

Employer:

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
CGM-PRYJ(W) UNIT
(A GOVERNMENT OF INDIA ENTERPRISE)
UNDER MINISTRY OF RAILWAYS**

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

PART-I

NOTICE INVITING TENDER

NOTICE INVITING TENDER E TENDER

Chief General Manager /Prayagraj(W) for and on behalf of DFCCIL invites e-tenders on Single packet system on prescribed forms from firms/Companies having requisite experience and financial capacity for execution of the following work: -

1	E-Tender No.	DFCCIL/TRS/PRYJ/39
2	Name of Work	Comprehensive Annual maintenance contract for 14 Hot Axle Box Detector Systems for a period of 36 (Thirty-Six) months under CGM/ Prayagraj(W) unit
3	Estimated Cost of Work	₹ 90,02,687/- (₹ Ninety Lakh Two Thousand Six Hundred Eighty-six only) including GST
4	Completion Period	36 months
5	Tender Fee	nil
6	Bid Security	₹ 1,80,100/- (One Lakh Eighty Thousand Fifty four Only). (To be paid online through payment gateway provided at www.ireps.gov.in)
7	Availability of Bid documents	From 18/09/2024 on www.ireps.gov.in
8	Download bid documents upto	15:00 Hrs. of 10/10/2024 on www.ireps.gov.in
9	Last date & time of online receipt of bid	15:00 Hrs. of 10/10/2024 on www.ireps.gov.in
10	Date and time of Online opening of bid	15.30 Hrs. of 10/10/2024 on www.ireps.gov.in
11	Validity of offer	60 Days from the date of opening of tender.
12	Security Deposit	5% of Contract value

13	Performance Bank Guarantee	Performance Guarantee (PG) has to be submitted within 21(twenty-one) days from the date of issue of Letter of Acceptance (LOA), amounting to Five percent(5%) of the contract value in the format given in clause 16.4 of GCC.
15	Address of Communication	Office of the Chief General Manager – PRYJ(W), Dedicated Freight Corridor Corporation of India Limited, OCC Building, Subedarganj, Jhalwa, Prayagraj-211012 Website: https://dfccil.com
16	Help Desk for E-Tendering	For any clarification, help and registration for E- Tendering & matter relating to Digital Signature, contact at Help desk of www.ireps.gov.in and phone No.-011-23761525
17	Availability of Tender Documents	The Tender documents can be downloaded from www.ireps.gov.in . Tenderer who wishes to view free Notification and Tender Documents, can visit www.ireps.gov.in . DFCCIL may issue Addendum (s)/Corrigendum (s) to the Tender document, if any, which shall be issued at least 15 days in advance of the date of opening of tender and placed on the website www.ireps.gov.in only.

Note-

1. Tender documents should be downloaded from the website address www.ireps.gov.in. 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. Any tender received without Bid Security in the form as specified in the tender documents shall not be considered and shall be summarily rejected.
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. 31 of part III of Preamble & General Instruction to tenders.
3. The Offer shall be valid **for 60 days** from the date of opening of the tender and extended further if required from time to time. The Contractor cannot withdraw their offer within the period of validity/extended validity the Bid Security of such tenderers shall be forfeited.
4. Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website www.ireps.gov.in. Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted. No request for extension of the Tender Due Date shall be considered.
5. The tender documents shall be submitted in online mode only through website www.ireps.gov.in. Detailed credential as per the requirement of eligibility criteria and all Schedule are to be submitted in online mode.
6. No tender document will be available offline. Downloading tender documents online and submission of tender online is mandatory for this tender.

7.Any further addendum/Corrigendum for this tender will be posted in DFCCIL tendering portal website <https://www.ireps.gov.in> only. Interested bidders are advised to check the website regularly for any Addendum/ Corrigendum.

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

9.DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them, 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. 8 of Notice Inviting Tender.

10.Information required as per various Forms to tender documents, should be submitted by the tenderers without fail strictly as per formats.

**Chief General Manager
DFCCIL, PRYJ(W)**

Part- II

Instructions to bidders for online bidding

Important instructions to Tenderer (s) before submitting their tenders online.

General: - All bidders must note that this being E-tender, bids received only through online on E-tendering portal <http://www.ireps.gov.in> shall be considered as a valid offer. Any bid submitted in paper form will not be received and opened and shall be summarily rejected. E-tendering site-<https://www.ireps.gov.in>/its link at www.dfccil.com (Helpdesk of IREPS: 011-23761525). The tenderer /bidders must have Class-III Digital Signature Certificate & must be registered on IREPS portal. Only registered tenderer /bidders can participate in e-Tendering. All relevant documents must be uploaded at the time of participating in e-Tendering.

The bidder must ensure that the tender document submission before the closing time as the tender submission shall stop accepting the offer at prescribed date and time.

1. Bidding Methodology: Online Bid System
2. Broad outline of activities from Bidders perspective:-
3. Procure a Digital Signing Certificate (DSC)
4. Register on Electronic Tendering System (ETS)
5. Create Users and assign roles on ETS
6. View Notice Inviting Tender (NIT) on (ETS)
7. Download Official copy of Tender Documents from ETS.
8. Clarification to Tender Documents on ETS - Query to DFCCIL (Optional) - view response to queries posted by DFCCIL through addenda.
9. Bid Submission on ETS: Prepare & arrange all documents/paper for submission of bid online and tender fees deposit through E-Payment gateway.
10. Attend Public Online Tender Opening Event (TOE) on ETS.
11. Post TOE clarification on ETS(Optional). Respond to DFCCIL's post-TOE queries.
12. 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.

13. Digital Certificate:

For integrity of data and its authenticity/non repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate(DSC) of class III issued by a Certifying Authority(CA) licensed by Controller of Certifying Authority(CCA)(refer <http://www.cca.gov.in>)

1.Registration:

The Tender document scan be downloaded from the website: <https://www.ireps.gov.in> and to be submitted in the e-format. Cost of the Tender Documents and EMD have to be submitted only through online payment modes available on IREPS portal like net banking, debit card, credit card etc. Manual

payments through Demand draft, Banker's cheque, Deposit receipts, FDR etc. are not allowed. Payments against this tender towards tender document cost and earnest money are to be deposited/submitted before the schedule date & time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender documents from the website to keep themselves abreast of such amendments before submitting the tender documents.

i. Intending bidders are requested to register themselves on IREPS portal through <https://www.ireps.gov.in> for obtaining User ID and Password by paying Vendor registration fee and processing fee for participating in the above-mentioned tender.

ii. "Vender Manual" containing the detailed guidelines for E-Tendering is available on www.ireps.gov.in

2. DFCCIL has decided to use the process of E-Tendering for inviting this tender and thus the physical copy of the tender documents would not be sold/accepted.

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are to be notified. It is the responsibility of the Tenderer who has downloaded the tender documents from the website to keep themselves abreast of such amendments and attach all the addendum/addenda/corrigendum/corrigenda (if any) duly signed along with the submission of the tender documents.

To participate in the E-bid submission, it is mandatory for the Bidders to get themselves registered with the IREPS (www.ireps.gov.in) and to have User ID and Password.

3. Bank Account Details of DFCCIL

Name	Dedicated Freight Corridor Corporation of India Limited
Bank account number	302701010652598
IFSC code	UBIN0531260
Bank Name	Union Bank of India
Bank Branch	Moti Bagh, New Delhi

4. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION AS PER BID: -

The bidder shall furnish, as part of his bid document establishing the bidder's eligibility. All these documents should be numbered and should be signed by bidder in each page.

- .EMD has to be deposited through e-payment only. Payments against this tender towards earnest money are to be done before the schedule date & time of submission of the tender otherwise the Bid will not be considered.
- .Each page of the tender papers is to be digitally signed by the tenderers or such person/s on his/their behalf that is/are legally authorized to sign for him / them.
- .Copy of PAN card.
- .The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.
- .In case of proprietorship firm bidder will submit an affidavit, attested by Notary Public that "I am a sole proprietor of the firm" in case of Proprietorship firm on Non judicial stamp paper.
- Bidder's profile duly filled in, as per tender document.
- Power of Attorney for signing the Application. If applicable, the Power of Attorney for Lead Member of JV;
- Article of association and memorandum in case of private/public limited company.

- Copy of E.P. F .registration.
- Copy of ESI Certificate.
- Copy of GST registration no.
- Certificate for non near relative in DFCCIL.
- Memorandum of Understanding (in case of JV) as per Form-9 (Part- XI of BID DOCUMENT.)

Note:-(i) Any discrepancy found in the downloaded tender document submitted by the bidder compared to uploaded tender document, the tender document uploaded by the DFCCIL will be treated as valid and any changes(found in the tender document submitted by the bidder)at any stage, will be treated as fraud done to the DFCCIL, and will be liable to cancellation of agreement done(if any)& appropriate action will be taken against the bidder. (ii)While submitting the Tender Online the Tenderer shall read the terms & conditions and accept the same in order to proceed further to submit their Tender.

5. The following “FOUR KEY INSTRUCTIONS for BIDDERS” must be assiduously adhered to:

6. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
7. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
8. Get your organizations concerned executive strained on ETS using online training module well in advance of your tender submission deadline on ETS.
9. Submit your bids well in advance of the tender submission deadline on ETS (DFCCIL should not be responsible for any problem arising out of internet connectivity issues).

10. Modification/ Withdrawal of bids:

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

11. Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
12. For modification of e-bid, applicant has to detach it sold bid from e-tendering portal and upload /resubmit digitally signed modified bid.
13. For withdrawal of bid, applicant must click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

14. Method for submission of bid documents

In this TENDER, the Tenderer must participate in e-Tendering online. Tender Document fee & EMD in respect of e-tendering should accept through net banking or payment gateway only before the schedule date.

Note: The Bidder must upload the Scanned copy of all required above said documents during Online Bid submission.

Other instructions

15. It is recommended that the Tenderer/vendor should visit the portal (ireps.gov.in), peruse the information provided under the relevant links and login to it and upload documents of bid.
16. 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.

17. Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats.

18. OPENING AND EVALUATION OF BIDS:

- Opening of Bids will be done through online process.
- 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.

The DFCCIL Authority shall open bid documents received in electronic format the scheduled date and time of opening of tender i.e. in the presence of the Bidders who choose to attend.

The DFCCIL Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the BID DOCUMENTS.

19. Instruction to Tenderers for submission of documents/credentials

- a. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility conditions as mentioned in the tender document. Non submission of these documents by the bidder shall result in summarily rejection of his/their bid.
- b. The tenderers shall submit an undertaking 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 undertaking to be submitted by the bidder is enclosed Annexure. Non submission of an undertaking by the bidder shall result in summarily rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested by which they/he is qualifying the qualifying criteria mentioned in the tender document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as qualification for his tender is concerned.
- c. The DFC reserves the right to verify all statements, information and documents submitted by the bidder in his offer, and the bidder shall, when so required by the DFC, 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 DFC shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of DFC thereunder.
- d. In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited besides any other action provided in the contract including banning of business for a period of up to five years.
- e. The tenderer shall have to submit the undertaking as mentioned above in original after opening of tender.
- f. The tenderer shall submit pre-integrity pact along with the tender document, non-submission of this document by the bidder shall result in summarily rejection of his/their bid.

Section -2 Instructions to Bidders (ITB)

SUBMISSION OF E-TENDER: -

1. Tender Document Obtaining Process

- It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies('CA') to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link www.cca.gov.in), in the name of the person who will submit the Online tender and is authorized to do so.
- To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the IREPS(www.ireps.gov.in) and to have User ID and Password.
- www.ireps.gov.in is the only website for submission of tender. 'Vender Manual' containing the detailed guidelines for E-Tendering is available on www.ireps.gov.in.
- A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the tenderer. The offer received shall be deemed to have been submitted on the document as uploaded and appearing on the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also be prepared on the basis of master document kept in the office of tender inviting authority.

2. The tenderers downloading the documents from the internet must keep themselves updated through the website from which the tender document is downloaded regarding corrigenda, if any, to the notice inviting tender or the tender document, which shall be uploaded in the same website. The offers received without such corrigenda published through the website shall be liable to be rejected.

3. The cost of tender document (tender fee) as mentioned in the notice inviting tender on website www.ireps.gov.in, should be accepted through net banking on payment gateway. The cost of the tender document shall not be clubbed with the earnest money deposit. The tenders unaccompanied with the requisite cost of tender documents in appropriate form shall not be considered or as per instruction given on website www.ireps.gov.in.

4. The tenders shall be filled up after careful study of the documents and the site and any clarification required may be obtained from the tender inviting authority.

- The detailed instructions of e-tendering can be read through website www.ireps.gov.in
- The Addendum/Corrigendum, if any; shall be hosted on the website www.ireps.gov.in
- The tender will be accepted only in e-tendering mode and no other mode of submission shall be accepted.
- The supporting documents for all Eligibility Criteria, JV (If applicable) etc. are essentially required to be uploaded on the website www.ireps.gov.in.
- Tenderers are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.

5. The Tenderers shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting the offer.

6. Bid Document shall be accompanied by all the documents required to be submitted as specified in the Tender Document along with all Addendums and Corrigendum.

7.All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document).Non-compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.

8.After award of contract to the Successful Contractor, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.

9.Contractor may visit the site on any working day to assess the Scope of Work before submitting their offer.

10.Completed tender documents should be uploaded on or before the date and time of closing of tender specified in the NIT and tender document.

11,Any tender received without Earnest money and cost of tender documents in the form as specified in the tender documents shall not be considered and shall be summarily rejected.

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

13. 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 EMD of such tenderers shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.

14.Information as required as per various Forms to tender documents should be submitted by the tenderers without fail strictly as per formats provided.

15. The validity of the offer shall be 90 days from the date of opening of the tender.

Check list for Mandatory Documents: -

CHECK LIST			
CHECKLIST OF ITEMS TO BE COMPLIED BY TENDERER(S)S BEFORE SUBMITTING THEIR TENDERS.THE TENDERER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPLIED BEFORE SUBMITTING THE TENDER DOCUMENT: -			
S. N	Clause in tender document	Documents	Done or Not
1.	Annexure No. I Part III page no. 18	Tender form (Annexure No. I)	
2.	Para 12.b of Part-II-page no. 11&118	Format for certificate to be submitted / uploaded by tenderer along with the tender documents (Form No. 22)	
3.	Para 24 of Part-III	Bid Security in accordance with Para 24.	
4.	Para-49 Part-III	Certificate for provision for medium & small enterprises (MSE) (If applicable).	
5.	Para-21 of Part-III pageNo.22	The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) /Registered Society / Registered Trust / Hindu Undivided Family(HUF) / Limited Liability Partnership(LLP)etc.	
6.	-	Scanned copy of proof of money deposited against Earnest money.	
7.	-	GST Registration Certificate.	
8.	All the Annexures & Forms properly filled up and relevant documents attached and <u>indicated in Forms, (If applicable).</u>		
9.	Rates to be quoted on rate sheet online only		

PART- III

PREAMBLE & GENERAL INSTRUCTION TO TENDERERS

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

Introduction

General

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), a public sector undertaking has been setup 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 and Western Corridor is planned from Jawaharlal Nehru Port, Mumbai to Rewari/Tughlakabad/Dadri near Delhi. There will be a linkage between two corridors at Dadri.

Dedicated Freight Corridor

Eastern DFC Route will be approximately 1839 Km long from Dankuni to Ludhiana via Dankuni-Asansole-Dhanbad-Gaya-Sonnagar-Mughalsarai-Allahabad-Kanpur-Tundla-Aligarh-Khurja-Bulandshahr-Meerut-Saharanpur-Ambala-Ludhiana.

Western DFC Route will be approximately 1520 Km long from Dadri to JNPT via Rewari-Iqbalgarh-Vadodara-JNPT.

Scope of Work

1. On behalf of MD DFCCIL, Office of the Chief General Manager-PRYJ(W), Dedicated Freight Corridor Corporation of India Limited, OCC Building, ' , herein after referred to as 'DFCCIL' is inviting e-tenders from Firms/Companies/Joint Ventures having requisite experience and financial capacity for execution of the following work:

“Comprehensive Annual maintenance contract for 14 Hot Axle Box Detector Systems for a period of 36 (Thirty-Six) months under CGM/ Prayagraj(W) unit”

2. Firm to start the AMC work after completion of warranty period.

3. Firm to start the work of AMC within 15 days from the issue of date of contract.

4. Firm must provide AMC for maintaining, monitoring and providing services for upkeep of 14 Hot Box Detector Systems at following Locations:

SN	Name / Location of HABD
1	CNBN Up
2	MWHN Dn
3	MWHN Up
4	RUBN Dn
5	RUBN Up
6	SJTN Dn
7	KCNN Dn
8	MREN Up
9	MREN Dn
10	SJTN Up
11	BZMN Up
12	BZMN Dn
13	Dn CNBN
14	Up BPUN

- The total number of visits per year will be 4 regular visits per site (i.e. Quarterly visits)
- Apart from the regular visits, the firm will attend the fault due to system failure. The firm's representative will call up and will rectify the failure within 48 hrs. from the time of reporting.
- For every visit, the service Engineer will make reports and it is to be signed by the user and service Engineer and a copy of which will be given to the user for record.
- AMC will be comprehensive in nature and cover all the electronic and electrical equipment's associated with the system except pyro and proximity sensor which need to be stocked as spare by the firm and shall be replaced on payment by the DFC. However, any physical damages to the components which is not attributable to the firm are not covered under AMC.
- 5. Works to be carried out during regular visits
- 6. Overall checking of the entire system.
- 7. Updating the system software as per the need of the user.
- 8. Checking that all the proximity sensors are intact and are aligned correctly.
- 9. Removing dust from the sensors and central console box by vacuum cleaner.
- 10. Removal of vegetation near the control box.
- 11. Proper checking of voltage and power system as required for the system.
- 12. Calibration of HABD
- 13. Following will be under the scope apart from the regular visit
 - (i) Recharging of SIM card for data usage.
 - (ii) The firm is bound to update the software free of cost at par with the technological advancement.
- 14. Firm will provide Annual subscription of Tier IV level Data Centre based cloud application, Intelligent Field devices and communication charges with unlimited role-based access from

anywhere over internet browser for monitoring reports, alerts, administration etc. Data storage and 24x7 Tier IV hosted data center management, SMS gateway alerts and control.

- **Description of Section: -**

The section consists of New Karchana (Excluding) to New Bhaupur (Excluding).

- Firm to take appropriate safeguard and actions for safety of track and workmen.
- **Cost of the work:** The estimated cost of the work is shown as per NIT **which includes GST Rs. 90,02,687/- (Including GST).**
- The tenderer shall be governed by General Conditions of Contract (GCC), Preamble and General Instructions to Tenderers(ITT) and Special Conditions of Contract(SCC).Wherever ,there is a conflict in any condition between GCC and Special Conditions of Contract mentioned in the tender documents, the condition mentioned in Special Conditions of Contract will prevail. However, decision of DFCCIL in this connection shall be final and binding to contract.
- Part-IV and V of the tender document contains General Conditions of Contract and Special Conditions of Contract specific to this work and shall be applicable in the contract.
- **Location-**Works shall be executed in the jurisdiction of Chief General Manager/DFCCIL/PRYJ(W) Unit. However, DFCCIL reserves right to change the site of work anywhere in adjacent/adjoining area of the work defined in Para 21 above in the jurisdiction and the contractor shall be bound to execute the work without any extra cost.
- **Tender Bid-**The Tender Bid shall be submitted through online only on website www.ireps.gov.in asunder:-
- **Form of Tender-**The Tender documents shall be in single packet system

DFCCIL RAILWAY

TENDER FORM (First Sheet)

Tender No. _____

Name of Work _____

To

The Chief General Manager,
DFCCIL, Prayagraj(West)

Acting through the _____ Railway

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for _____ DFCCIL, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within 03 months from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR), DSR Vol-I & Vol-II and it's specification with all correction slips up-to-date for the present contract.
3. A **Bid Security of Rs. 1,80,054/-** has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document.
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the DFCCIL that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid up to..... (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is with..... and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses: _____

(1) _____

Signature of Tenderer(s)

(2) _____ Date _____

Address of the Tenderer(s)

TENDER FORM (Second Sheet)

1. **Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:
 - A. Tender Forms
 - B. Special Conditions/Specifications (enclosed)
 - C. Schedule of approximate quantities (enclosed)
 - D. Standard General Conditions of Contract-2022 of Indian Railways and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected up to latest correction slips, copies of which can be seen in the office of DFCCIL Prayagraj (West).
 - E. **IRUSSOR-2021** as amended / corrected upto latest correction slips, copies of which can be seen in the office of DFCCIL Prayagraj.
 - F. All general and detailed instructions/drawings pertaining to this work which will be issued by the Dfccil representative or his representatives (from time to time).
2. The Tenderer(s) shall quote his / their rates as a percentage above or below the Schedule of Rates of Tender and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the DFCCIL. The DFCCIL does not guarantee work under each item of the Schedule. The tenderer(s) shall quote rates / rebates only at specified place in online financial Bid. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be **summarily ignored and will not be considered.**
3. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
4. Deleted
5. Tenders not submitted in the proper Forms are liable to be rejected.
6. Documents to be enclosed with the BID -

S.No	Description	Documents
1	Offer letter complete.	FormNo.1
2	Certificates for authenticity of documents	Form No. 22
3	Bid Security in accordance with Para 24 and Cost of Tender Document in case of downloaded tenders in accordance with Para 10 of Preamble and General Instructions to Tenderers in an envelope.	

4	Written confirmation authorizing the signatory of the tender to commit the tenderer and other documents as per format as applicable, in accordance with para 21 of Preamble and General Instructions to Tenderers.	
5	A copy of the tender papers including amendments duly signed and scanned or digitally signed by the tenderer on each page in token of his having studied the tender papers carefully shall be attached with the tender.	
6	Summary of Prices, Schedule of Prices & Total Prices	Shall be quoted on www.ireps.gov.in system

Note: In case of Bid Security submitted in the physical form of Bank Guarantee, shall be submitted on/or before the Bidding closing Date and Time and it shall be in enclosed envelope duly mentioning the tender reference and write "Kind attention to Shri Vivek, DGM/TRS PRYJ"

7. Tender Document

This tender document consists of following five parts along with Instructions to bidders for online bidding:

PART	DESCRIPTION
PART - I	Notice Inviting E-Tender
PART -II	Instructions to bidders for Online bidding
PART -III	Preamble and General Instructions to Tenderers
PART -IV	General Conditions of Contract
PART -V	Special Conditions of Contract
PART - VI	Prices and Payment
PART - VII	Technical Specifications
PART - VIII	Milestones and Time Schedule
PART - IX	Tender Forms (including Schedule of Prices)

8. Sale and Submission of Tender Document

The tender documents for this work can be downloaded from website www.ireps.gov.in, www.dfccil.com, and offer of the same shall be uploaded in the website www.ireps.gov.in. Amendment(s)(if any)will be uploaded on above mentioned websites. For submitting the tender, the Tender documents and amendment(s)can be downloaded from the www.ireps.gov.in by the registered tenderers only.

9. Clause applicable for tender documents downloaded from Internet

Tenderer/s is free to download tender documents at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer .

Master copy of the tender document will be available in the *Office of the Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, OCC Building, 'Subedarganj, Jhalwa, Prayagraj-211012* 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 the *Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, OCC Building, 'Subedarganj, Jhalwa, Prayagraj-211012* India and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents downloaded from the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

10. Deleted

11. Complete tender documents must be submitted online duly completed in all respects up to the scheduled date and time mentioned in the Notice Inviting E-Tender.

12. Tender Document to be downloaded from website www.ireps.gov.in and then, filled (through digital signature) on the same website and not to be submitted in hard copy at all. The offer (after filling the rates) should neither be scanned & uploaded, nor, the hard copy of the same should be submitted.

13. Deleted

14. Each page of the tender papers is to be digitally signed by the tenderers or such person/s on his/their behalf that is/are legally authorized to sign for him/them.

15. Care in Submission of Tenders–

1. 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 countered during the execution of the works are taken into account and that the quoted rates by tenderer in tender forms are adequate and all-inclusive in item of Taxes, Duties & Levies etc. in terms of General/Special Conditions of Contract for the completion of works to the entire satisfaction of the Employer.

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

3. 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.

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

I. All communication between the Employer and the tenderer shall be in writing. For the purposes of seeking clarification, the Employer's address is:

Office of the Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, OCC Building, 'Subedarganj, Jhalwa, Prayagraj-211012. Electronic mail address: devendrasingh@dfcc.co.in.

17. Tenderers are required to give Un-Conditional offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, cancel, reject and re-float tender without assigning any reasons whatsoever.

18. The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tender in which bidder has participated and EMD of all such tenderers shall stand forfeited.

19. Withdrawal of Tender: No tender can be withdrawn after scheduled date and time of submission and during tender validity period.

20. Opening of Tender:

- i. Tender will be opened at the scheduled date and time mentioned in the Notice Inviting E-Tender as per IREPS.
- ii. After the opening of tender documents of all the tenderers, these bids shall be scrutinized and analyzed. If found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose bid are considered complete and meet eligibility criteria shall be shortlisted.
- iii. The earnest money of non-qualifying tenderers will be returned within a reasonable period.

21. Documents to be Submitted Along with Tender

The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society /Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

22. Following documents shall be submitted by the tenderer (If any):

22.1 Sole Proprietorship Firm:

a. All documents in terms of Para 31 of the Preamble and General Instruction to Tenderers Part-III.

22.2 HUF:

1. A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

2 All other documents in terms of Para 31 of the Preamble and General Instruction to Tenderers Part-III.

III.(c) Partnership Firm:

i. All documents as mentioned in para 52.20 of the Preamble and General Instruction to Tenderers Part-III.

IV Joint Venture (JV):

All documents as mentioned in para 52 of the Preamble and General Instruction to Tenderers Part-III.

V. Company registered under Companies Act 2013:

- i. The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- ii. A copy of Certificate of Incorporation
- iii. A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favor of the individual to sign the tender on behalf of the company and create liability against the company.

iv.All other documents in terms Para 31 of the Preamble and General Instruction to Tenderers Part -III.

VI. (Limited Liability Partnership):

- .A copy of LLP Agreement
- i. A copy of Certificate of Incorporation
- ii.A copy of Power of Attorney/Authorization issued by the LLP in favor of the individual
- iii. to sign the tender on behalf of the LLP and create liability against the LLP.
- iv.An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation intenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment /wrong information regarding above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- v.All other documents in terms of Para 31 of the Preamble and General Instruction to Tenderers Part-III.

VII. Registered Society & Registered Trust:

- i. A copy of Certificate of Registration
- ii.A copy of Memorandum of Association of Society/Trust Deed
- iii.A copy of Power of Attorney in favor of the individual to sign the tender documents and create liability against the Society/Trust.
- Iv.A copy of Rules & Regulations of the Society
- v.All other documents in terms of Para 31 of the Preamble and General Instruction to Tenderers Part-III.
- vi.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.
- vii.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 motu cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- viii.A tender from JV shall be considered only where permissible as per the tender conditions.
- ix.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.

The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) /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 favor 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.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favor of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities after 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 the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

23. Validity of Tender: -

Tenderer shall keep his offer open as mentioned in the Tender Notice.

24. Bid Security:

1. 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.

Note:

(i) The Bid Security shall be rounded off to the nearest Rs. 100. This Bid Security shall be applicable for all modes of tendering.

(ii) Any firm recognized by the Department by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.

(iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

2. It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resign from his offer or modify the terms and conditions thereof in a manner not acceptable to the Dfcccil representative. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

3. If his tender is accepted, this Bid Security mentioned in sub para (I) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the General Conditions of Contract, Part-I. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway/DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

4. 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. 26 and shall be valid for a period of 90 days beyond the bid validity period.

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

1. A scanned copy of the Bank Guarantee shall be uploaded onto the e-Procurement Portal (IREPS) while applying to the tender.

2. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids.

3. 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.

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

5. 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.

6. 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.

7. The envelope shall be addressed to the officer and address as mentioned in the tender document.

8. 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.

25.Right of DFCCIL to Deal with Tenders: 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 counterOffer to the Tenderer, which shall be subject to acceptance by the Tenderer.

1. 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.

26. Clarification of Bids: To assist in the examination, evaluation & comparison and pre-qualification 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.

However, if a Bidder does not provide clarification of its bid by the date and time communicated in the DFCCIL request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

27. Execution of Contract Agreement: -

The Tenderer whose tender is accepted shall be required to appear in person at the Office of the Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, OCC Building, Subedarganj, Jhalwa, Prayagraj-211012, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from DFCCIL that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by DFCCIL only after submission of valid Performance Guarantee by the Contractor. In such cases the DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the DFCCIL shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

28. Security Deposit Acceptance of Tender:

The security deposit/rate of recovery/mode of recovery on acceptance of tender shall be as per Para 16(1)to16(3)Of General Conditions of Contract(GCC).

29. Tenderer's Address

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

30. Rights of DFCCIL to Deal with Tenders

a. The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the DFCCIL undertake to assign reasons for declining to consider or reject any particular tender or tenders.

b. 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.

c. 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.

31. Eligibility Criteria: as per part-V(Part A) Special condition of contract.

32.Tenderer Credentials: as per part-V(Part A) Special condition of contract.

33.Deleted**34.Period of Completion**

The entire work is required to be completed in all respects within 90 Days(Ninety Days)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 Dfccil representative to ensure that the work will be completed in all respects within the stipulated time.

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

36. Quantum of work and materials:

The indicative schedule of quantities of various items of work shall be available at www.ireps.gov.in.

37. 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.

38. Schedule of Prices

The Summary of prices and schedule of prices shall be available at www.ireps.gov.in.

39. Performance Guarantee: Refer relevant clause 16. (4) of GCC.

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

40. Negotiation:

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

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

41. Pre-Bid Meeting: - Not Applicable.

42. 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.

43. 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. (As per Clause No. 7C of Part-I of GCC APRIL-2022, with up-to-date correction slip).

44. Preliminary examination of bids

- 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.
- 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 sub totals and the total price, the unit or sub total price shall prevail, and the total price shall be corrected.
- 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.
- 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 the 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, in consistent 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.

- If a bid is not substantially responsive, it shall be rejected by the DFCCIL.
- In case of tenders containing any conditions or deviations or reservations about contents of tender document. DFCCIL can summarily reject such tender.
- 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.

45. 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.

46. 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.

47. Award of Contract

- DFCCIL shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post/Email or through bearer that this tender has been accepted.
- 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.

48. 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 expense. 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.

49. Provision for medium & small enterprises (MSE):

As mandated by Railway Board Letter No. 2010/RS(G)/363/1 dated 05.07.2012 (RBSNo.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 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:

- District industries Centers
- Khadi and Village Industries Commission
- Khadi and Village Industries Board
- Board
- National Small Industries Corporation
- Directorate of Handicraft and Handloom
- Any other body specified by Ministry of MSME.

(II) The MSEs must also indicate the term invalidity date of their registration.

Falling (1) & (2) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

3. Definition of MSEs owned by SC/ST is as given below:

- In case of proprietary MSE, proprietors(s) shall be SC/ST.
- In case of partnership MSE, the SC/ST partners shall be holding at least 51% Shares in the unit.
- In case of Private Limited Companies at least 51% share shall be held by SC/ST Promoters.

4. 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 processor other tender requirements and L-1 price.

5. The above facilities shall not be applicable for the items for which they are not registered.

6. 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 Centre where the unit is established.

7. Registration of Udyog Aadhar Memorandum (UAM): All Micro, Small and Medium Enterprises (MSMEs) bidders are required to declare UAM Number on CPPP/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/www.ireps.gov.in

50. Employment/Partnership etc. of Retired Railway Employees:

A. Should a tenderer

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

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

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract ,or if the Contractor be a partnership firm or an incorporated company ,to become partner or director as the case maybe ,has been obtained by the tenderer or the Engineer or officer ,as

the case may be from the MD/DFCCIL or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

B. In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineer or any other department of any of the railways owned and administered by the MD/DFCCIL for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the MD/DFCCIL or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

C. Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/company/joint venture(JV) /registered society/registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineer or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note: -If information as required above has not been furnished, the contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

51. JOINT VENTURE (JV) IN WORKS TENDERS: Not applicable as participation of Joint Venture firms shall be applicable for tenders of value more than Rs. 10 Crore (Rupees Ten Crore) Each As per Railway Board's letter no. 2002/CE-I/CT/37JV. Pt-VIII dated 14.12.2012.

PART-IV

STANDARD GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT DEFINITIONS AND INTERPRETATION

1.(1) Definition: -In these General conditions of Contract, the following terms shall have the meaning assigned here under except where the context otherwise requires: -

1. **"Railway"** shall mean the President of the Republic of India or the Administrative Officers of the DFCCIL or of the Successor DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.
2. **"DFCCIL"** shall mean Dedicated Freight Corridor Corporation of India Ltd, a Govt. of India Enterprise (under Ministry of Railways) and a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 5th Floor, Supreme Court Metro Station Complex, New Delhi-110001 represented through its Managing Director or CGM/GM (hereinafter referred to as "DFCCIL") which expression shall, unless repugnant to the context, be deemed to include its successors and assigns.
3. **"MD/DFCCIL"** shall mean the officer - in-charge of the General Superintendence and Control of the DFCCIL (MD) and shall mean and include their successors, of the successor of DFCCIL (hereinafter referred to as "MD/DFCCIL").
4. **"CGM"** shall mean the officer - in-charge of the CGM unit of DFCCIL and shall also include GM(Co) of DFCCIL.
5. **"Engineer"** shall mean Dy. CPM/DFCCIL or any other superior official of DFCCIL appointed by DFCCIL.
6. **"Engineer's representative"** shall mean the PM/Dy.PM/APM /JPM/Sr. Executive/Executive in direct charge of the work and shall include appointed by the DFCCIL and shall mean and include the Dfccil Representative of the successor DFCCIL.
7. **"Contractor"** shall mean the person/Firm/Company/JV whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns.
8. **"Contract"** shall mean and include the Agreement of Work Order, the accepted Schedule of Rates of IR or the Schedule or Rates of CPWD modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the other documents included as part of contract.
9. **"Works"** shall mean the works to be executed in accordance with the contract.
10. **"Specifications"** shall mean the Specifications for materials and works referred/mentioned in tender documents.
11. **"Schedule of rates of Railway"** shall mean the schedule of rates issued under the authority of the Chief Engineer from time to time and shall also include Rates specified in tender document.
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 Dfccil representative from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
12. **“Drawing”** shall mean the maps, drawings, plans and tracings or prints thereof annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Dfccil representative from time to time.
13. **“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 herein after defined) but does not include materials or other things intended to form or forming part of the permanent work.
14. **“Temporary Works”** shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
15. **“Site”** shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway/DFCCIL for the purpose of the contract.
16. **“Period of Maintenance”** shall mean the defect liability period from the date of completion of the works as certified by the Dfccil representative.
17. **“Bill of Quantities”** shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.
18. **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.
19. **“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 Dfccil representative.

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.

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 labor 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/DFCCIL Project in the same manner & take effect all respects as if the Contractor and the Successor Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor Railway/DFCCIL Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/DFCCIL 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 thereto, 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/GM/Co/GM nominated by DFCCIL.

3.(1) Law governing the contract: - The contract shall be governed by the law for the time being in force in the Republic of India.

3. (2) Compliance to regulations and bye-laws:- The contractor shall conform to the provision of any statute relating to the works and regulations and 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 Dfccil representative 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 Dfccil representative in respect thereof. The contractor shall be bound to give all notices required by statute, regulations or byelaws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

3.(3) Environmental and Forest clearances:

The DFCCIL/Railway represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed program, will be obtained by Dfccil representative. 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-17A(ii).

4. Communications to be in writing:-All notices, communications, reference and complaints made by the Railway or Dfccil 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/email 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 Dfccil representative.

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

7..Assignment or subletting of contract:-The contractor shall not assign or sublet the contractor any part thereof or allow any person to become interested there in any manner whatsoever without the special permission in writing of the DFCCIL .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/PRYJ(W)/DFCCIL for the same. While submitting the proposal to CGM/PRYJ(W)/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.

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

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 Railway/DFCCIL, costing not less than 35% value of work to be sub letted, through a works contract. For fulfillment 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 Railway/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 Railway/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.

3. There is no banning of business with the sub-contractor in force over IR.

b. The Contractor shall provide to the Dfccil representative 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 sub-contractor. This agreement shall clearly define the scope of work to be carried out by sub-contractor and the terms of payment in clear & unambiguous manner.

c. On receipt of approval from CGM/PRYJ(W), Contractor shall enter into a formal agreement legally enforceable in Court of Law with sub-contractor and submit a copy of the same to the Dfccil representative.

d. The Contractor shall intimate to the Dfccil representative not less than 7 days in advance, the intended date of commencement of the subcontractor's work.

e. Once having entered into the above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway /DFCCIL, with prior intimation to CGM/DFCCIL.

f. The Contractor shall indemnify Railway /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, when, based on documents, is satisfied had subcontracted work has been carried out by sub-contractor, shall issue work experience certificate to the sub-contractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

Note: The Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete, and the contractor is entitled for the issuance of the 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 sub letted 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 the 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 sub-contractor shall lie with Contractor. Sub-contracting will in no way relieve the Contractor to execute the work as per the terms of the Contract.

j. Further, in case Dfccil representative is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the sub-contractor from the work and Contractor must comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Dfccil representative. No claim of Contractor what so ever on this account shall be entertained by the Railway/DFCCIL and this shall be deemed as "excepted matter" (matter not arbitrable).

k. The permitted subletting 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.

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 labor and the DFCCIL shall not in any way be liable for the supply of materials or for the non-supply there off or any reasons what so ever nor for any loss or damage arising inconsequence of such delay or no supply.

9. Deleted

10. Deleted

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 reason able notice, present himself to the Dfccil representative and orders given by the Dfccil 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 clause62 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 Dfccil representative, 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 Dfccil representative.

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. Security Deposit

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 Railways/DFCCIL as part of security for the due and faithful fulfillment 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, either Towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway/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 or may be recovered at the rate of 6% of the bill amount till

the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway/DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

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 Standard 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 Railway/DFCCIL has No Claim on Contractor and
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50. (1), in case applicable.

16. (2) (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways/DFCCIL under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.

16.(3) No interest shall be payable upon the 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

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 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway/DFCCIL, submission of PG can be accepted on the next working day.

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

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

(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value: -

- (i) A deposit of Cash.
- (ii) Irrevocable Bank Guarantee.
- (iii) Government Securities including State Loan Bonds at 5% below the market value.
- (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India.
- (v) Guarantee Bonds executed, or Deposits Receipts tendered by any Scheduled Commercial Bank of India.
- (vi) Deposit in the Post Office Saving Bank.
- (vii) Deposit in the National Savings Certificates.
- (viii) Twelve years National Defense Certificates.
- (ix) Ten years Defense Deposits.
- (x) National Defense Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also, FDR in favor of FA&CAO (free from any encumbrance) may be accepted.

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

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

(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

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

(g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India/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 above, in which event the Dfccil representative may claim the full amount of the Performance Guarantee.

(ii) Failure by the Contractor to pay President of India/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 Dfccil representative.

(iii) The Contract being determined or rescinded under clause 62 of these conditions.

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 (herein after, 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 Dfccil representative 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 (ACS no. 01 dt. 14.07.2022): 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:

17. A (i) Extension due to Modification: If any modifications have been ordered which in the opinion of the Dfccil representative 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 Dfccil representative 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.

17 A (ii) Extension for Delay not due to Railway/DFCCIL or Contractor: If in the opinion of the Dfccil representative, the progress of work has any time been delayed by any act or neglect of Railway's/DFCCIL employees or by other Contractor employed by the Railway/DFCCIL under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Dfccil representative pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway/DFCCIL for which he shall have specially applied in writing to the Dfccil representative or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Dfccil representative 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 Dfccil representative 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.

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

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 17A(i) or/ and 17A(ii) or/ and 17A (iii) above, as soon as the cause there of shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Dfccil representative 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 Dfccil representative.

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 17A, the Railway/DFCCIL may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Form no. 14) as the Dfccil representative may decide. On such extension the Railway/DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the *rate of liquidated Damages as decided by Dfccil representative, between 0.005% to 0.30% of contract value of the works for each week or part of the work.*

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

NOTE:

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

18.(1)Illegal Gratification:- Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or any one on his behalf, to any officer or employee of the Railway/DFCCIL or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway /DFCCIL shall, in addition to any criminal liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the Railway/DFCCIL and to the payment of any loss or damage resulting from such decision and the Railway/DFCCIL shall be entitled to deduct the amounts so payable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India/ 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 for the with 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 Chief General Manager/ Prayagraj(W) 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.

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 counteracted, the character of equipment and facilities needed preliminary to and during the progress of the works ,the general and local conditions, the labor conditions prevailing the rein and all other matters which can in any way affect the works under the contract.

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

19. (3) 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 Dfccil representative's representative and shall check the set frequent intervals. The contractor shall provide all facilities like labor and instruments and shall co-operate with the Dfccil representatives 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 Dfccil representatives shall, at his own cost rectify such errors, to the satisfaction of the Dfccil representative's. 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 benchmarks, sight rails, pegs and other things used in setting out the work.

20.(1) Compliance to Dfccil representative's instructions: - The Dfccil representative 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 Dfccil representative 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 Dfccil representative, and the contractor shall be responsible to obtain such instructions in each case in writing from the Dfccil representative.

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 trusted with the execution of such works which may be carried out by another contract 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 Dfccil representative 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 Dfccil Representative: - Any instructions or approval given by the Dfccil representatives to contractor in connection with the works shall bind the contractor as though it had been given by the Dfccil representative provided always as follows.

A. Failure of the Engineer's representative to disapprove any work or material shall not prejudice, the power of the Dfccil representative 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 Dfccil representative's, he shall be entitled to refer the matter to the Dfccil representative who shall there upon confirm or vary such decision.

22.(1) Adherence to specifications and drawings: - The site and the detailed drawings shall be made available to the contractor commensurate with the accepted program of work submitted under clause 19(3). The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If contract or 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 Dfccil 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 except for 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 Dfccil representative there on shall be final subject to the appeal (within 7 days of such decision being intimated to the contractor) to the GM/Dy. CPM/DFCCIL who shall have the power to correct any errors, omissions, or discrepancies in afore mentioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

23. Deleted

24. Damage to Railway/DFCCIL property or private life and property:-The contractor shall be responsible for all risk to the work and for trespass, and shall make good at his own expense all loss or damage, whether to the works themselves or to any other property of the Railway, or the lives, persons, or property of others, from whatsoever cause connection With the works continuing 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/DFCCILL shall be called upon to make good any costs, loss, or damages, or to pay any 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 or 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 the 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.

25. Sheds, storehouses, and Yards: The contractor shall, at his own expense, provide himself with sheds, storehouses, and yards in such situations and in such numbers as, in the opinion of the Dfccil representative, is requisite for carrying on the works. The contractor shall keep at each such shed, storehouse, and yard a sufficient quantity of materials and plant in stock so as not to delay the carrying out of the works with due expedition. The Engineer and the Dfccil representatives shall have free access to the said sheds, storehouses, and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand. Any materials or plant which the Dfccil representative may object to shall not be brought upon or used in the works but shall be forthwith removed from the sheds, storehouses, or yards by the contractor. **26.Provision of efficient and competent Staff at work sites by the Contractor: -**

26. 1.The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in a sound and proper manner, and shall employ only such supervisors, workmen, and laborers 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 laborer who shall be objected to by the Dfccil representative. If and whenever required by the Dfccil representative, 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 Dfccil representative within seven days of being so required. Failure on the part of the contractor to comply with such instructions will entitle the Railway/DFCCIL to rescind the contract under Clause 62 of these conditions.

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

26A.1 deleted

26A.2 deleted

26A.3 deleted

27.(1)Workmanship and testing:- The whole of the works and/or supply of materials specified and provided in the contract 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 work man 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

Dfccil representative according to the instructions and directions which the contractors may from time to time receive from the Dfccil representative. 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 Dfccil representative shall be entitled to order from time to time:

27.2.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.

27.2.B. The substitution of proper and suitable materials, and

27.2.C .the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefore, of any work which in respect of materials or workmanship; is not in his opinion in accordance with the specifications and in case of default on the part of the contractor in carrying out such order the DFCCIL shall be entitled to rescind the contract under clause 62 of these conditions.

22.2.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 work sites, for which no extra payment will be payable.

28.Facilities for inspection:- The contractor shall afford the Engineer every facility for enter 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. The Dfccil 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 Dfccil or the Dfccil representative's 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 where of, the same shall at the option of the Engineer or the Dfccil representative'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 Dfccil representative shall be removed by him at his expenses when they are no longer required and in such manner as the Dfccil representative shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Dfccil representative 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 and for labour engaged by him for the execution of works, the contractor shall arrange for handing over vacant possession of the said and 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 there with shall be borne by the contractor.

31.(1) Contractor to supply water for works:- Unless otherwise provided in the contract, the contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

31.(2) Deleted

31.(3) Deleted

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

31. (4)(b) Deleted

32. Property in materials and plant:- The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately, they are brought upon the site of the said land, be deemed to be the property of the Railway/DFCCIL. Such of the mas during the progress of the works are rejected by the Dfccil representative 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 anyway diminish the liability of the Contract or nor shall the Railway/DFCCIL be in anyway answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

33.(1)Tools, Plant and Materials Supplied by Railway/ 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 Railway/DFCCI Land 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 sub contractor, 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 dfccil representative and on completion of the works shall hand over the unused balance of the same to the Dfccil representative order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damaged one thereto.

33.(2)Hire of DFCCIL/Railway's Plant:- The DFCCIL may hire to the Contractor 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 because to any person or property.

34.(2)Roads and Watercourses:- Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in anyway by the Contractor, except with the permission of the Dfccil representative. 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 thorough fare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thorough fare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall react and maintain at his own cost barriers, lights and other safeguards as prescribed by the Dfccil representative, 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 Dfccil

representative and with such vigour so that the traffic way be impeded for as short at 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 Dfccil representative be required to comply with regulations pertaining to the work.

35. Deleted.

36.(1) Suspension of works:- The Contractor shall on the order of the Dfccil representative, suspend the progress of the works or any part thereof for such time or times and in such manner as the Dfccil representative may consider necessary and shall during such suspension properly protect and secure the works of arasis necessary in the opinion of the Dfccil representative. If such suspension is:-

A. Provided for in the contract, or

B. Necessary or 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 there of.

D. Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site, or

E. Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities, or

F. Due to instruction of The National Green Tribunal or any other statutory authority due to high level of pollution in the city of worksite.

36.(2) The Contractor shall not been titled 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 for reasons other than aforementioned and when each such period of suspensions exceeds 14 days, the contractor shall been titled to such extension of time for completion of the work as the s may consider proper having regard to the period or periods of such suspension sand to such compensations the Dfccil representative may consider reason able 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 Dfccil representative for more than three months at a time, the Contract or may serve a written notice on the Dfccil representative, 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. If such permission is not granted within that time, the Contractor may, by

further written notice served, 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:-** deleted

38. deleted

39.Deleted

40.(1)Handing over of works:-deleted.

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 Dfccil representative. 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 conditions necessary for final payment, site clearance shall have been affected by him, and such

clearance may be made by the Dfccil representative 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 Dfccil representative 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 Dfccil representative.

40A. Offloading of Part(s) of Work: deleted

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 contractor any of the terms there of 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 DFCCIL and the Contractor, and till then the DFCCIL shall have the right to repudiate such arrangements.

42.(1)Powers of modification to contract:- DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

42.(2)(i)Unless otherwise specified in the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work.(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 been titled to any claim or any compensation what so ever up to the limit of 25% variation in quantity of individual item of works.

iii. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates.

a. Quantities operated in excess of 125% but up to 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 up to 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 agreement value.
- d.(i) Quantities operated up to and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
- d.(ii) Quantities operated in excess of 100% but up to 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- iv. In case of earth work, the variation limit of 25% shall apply to the gross quantity of earth work items and variation in the quantities of individual classifications of soil shall not be subject to this limit. In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor or on agreed rates irrespective of any variation.
- 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 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 schedule of rates. Any extra items/quantities of work falling outside the purview of the provisions of sub-clause (2) above shall be paid for at the rates determined under clause 39 of these conditions

CLAIMS

43. **(1) Monthly Statement of Claims:-** The Contractor shall prepare and furnish to the Dfccil representative 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 Dfccil representative which he has executed during the preceding month, quarter, 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 against the DFCCIL under or by virtue of, or arising out of this contract. Furthermore, the DFCCIL shall not entertain or consider any such claim if made by the Contractor after he has signed a 'No Claim' Certificate in favor of the DFCCIL, in the form required by the DFCCIL following the final measurement of the works. The Contractor shall be prohibited from disputing the correctness of the items covered by the 'No Claim' Certificate or demanding arbitration clearance in respect thereof.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

44. **Quantities in schedule annexed to Contract:-** The quantities set out in the accepted schedule of rates, with items of works quantified, are the estimated quantities of the works. They shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.

45.(i) Measurement of works by Railways/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 Dfccil representative's 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 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 Dfccil representative 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 Dfccil representative's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measures. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

(a). It shall be open to the Contractor to take specific objection to any recorded measurements or classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Dfccil representative'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 Dfccil representative 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 specified in the accepted schedule of rates. Extra works shall be compensated based on rates determined under Clause 39 of these conditions, following measurements taken by the Contractor's Authorized Dfccil representative in accordance with prescribed rules by the DFCCIL. Quantities for items with a unit of 100 or 1000 in the accepted schedule of rates shall be rounded to the nearest whole number; fractions below half shall be dropped, and half and above shall be taken as one. For items with a single unit in the accepted schedule of rates, quantities shall be calculated to two decimal places. These measurements will be taken periodically during the work in progress. The Engineer will communicate the date and time for 'on account' or "final" The measurements are to be made shall be communicated to the Dfccil representative. The date and time of test checks shall be communicated to the contractor. The contractor shall be present at the site and witness the test checks. If the contractor is unable to attend, the test check may be conducted in his absence, and such tests or checks shall not,

notwithstanding such absence, be binding upon the contractor. Provided always that any objection made by the contractor to a test or 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 the 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 consequence of objections made by the Contractor shall be final and binding on the Contractor, and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements
- ii. If an objection raised by the Contractor is found by the Dfccil representative 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 Dfccil representative 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 the first occasion of noticing an exaggerated or false measurement, the Dfccil representative shall impose a penalty of 10% of the claimed gross bill value..
 - ii. On any the next occasion of noticing any exaggerated/false measurement, DFCCIL shall impose a penalty of 15% of claimed gross bill value. In addition, the facility of recording of measurements by contractors 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.(1) "On-Account" Payments:- The Contractor shall be titled to be paid from time to time by way of "One-Account" payment only for such works as in the opinion of the Dfccil representative he has executed In terms of the contract, all payments due on the Dfccil representative's/Dfccil representative's certificates of measurements or Dfccil representative's certified 'Contractor's authorized Engineer measurements' shall be subject to any deductions which may be made under these presents. Payments shall further be subject to a retention of 6% (Six) By way of security deposits, until the amount of security deposit by way of such retentions shall amount to 5% of the total value of the contract, provided always that the Dfccil representative may, by any certificate, make any correction or modification in any previous certificate which shall have been issued by him, and that the Dfccil representative 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 up to 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 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) If payment(s) of Advances are applicable in the contract, as mentioned in the Tender Documents, Railway/DFCCIL shall make payment(s) of Interest bearing advances, on the request of contractor. The payment and recovery of such Advances shall be made as under:

46.4(a): Mobilization Advance – DELETED

46.(5) Manner of Payment: Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.

46.(6) Price Variation Clause (PVC):(Price Variation Clause (PVC) shall be applicable as per GCC APRIL-2022, with up-to-date correction slip)

46.6.A.1 Applicability: Price Variation Clause (PVC) shall be 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/DFCCIL 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. (I)(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).

46.6.A.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.

46.6.A.3 Validity:

Rates accepted by DFCCIL Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:

(a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,

(b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.

46.6.A.4 Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.

46.6.A.5 No price variation shall be admissible for fixed components.

46.6.A.6 The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:

I. **For Civil Engineering Works: Deleted**

II. **For DFCCIL Electrification Works: Deleted**

III. **For SIGNALING & TELECOMMUNICATION WORKS: Deleted**

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 issue of the certificate of completion by the Dfccil representative or any other earlier date subsequent to the completion of the works that may be fixed by the Dfccil representative, 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 Dfccil representatives 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, the contractor shall be liable for and shall pay and make good to DFCCIL or other persons legally entitled thereto, whenever required by the Dfccil representative, all losses, damages, costs, and

expenses they or any of them may incur or be put to, by reason or in consequence of the operations of the Contractor or of his failure in any respect.

48. (1)Certificate of completion of works:-As soon as, in the opinion of the Dfccil representative, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Dfccil representative shall issue a certificate of completion. This certificate shall duly indicate the date of completion of the work, and the period of maintenance of the work shall commence from the date mentioned in such certificate. Among other things, the certificate should state that the work has been completed in all respects and that all contractual obligations have been fulfilled by contractor and that there is no due from the contractor to Railways/DFCCIL against the contract concerned.

The Dfccil representative may also issue such a certificate indicating the date of completion for any part of the work (before the entire project is finished), provided that part has been completed to the Dfccil representative's satisfaction and has been occupied or used by the DFCCIL. When any such certificate is given in respect of part of a work, such parts 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 or 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 Dfccil representative from materials or workmanship not in accordance with the drawings or specifications or instruction of the Dfccil representative, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Dfccil representative 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 there on and incidental there to shall be borne by the Contractor and shall be recoverable from any money due to him under the contract.

48.(3)Final Supplementary Agreement: After the work is completed or other wise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of Form No.24,the parties shall execute the Final Supplementary Agreement as per FormNo.24

49. Approval only by maintenance Certificate:- No certificate other than maintenance certificate referred to in Clause 50 of the conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contractor any part there of or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Dfccil representative nor shall any other certificate conclude or prejudice any of the powers of the Dfccil representative.

50.(1)Maintenance Certificate:-The contract shall not be considered as completed until a Maintenance Certificate has been signed by the Dfccil representative stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Dfccil representative upon the expiration of the maintenance period or as soon thereafter as any works ordered during such period pursuant to subclause (2) Clause 48 of these conditions have been completed to the satisfaction of the Dfccil representative. 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 Railway's/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 fulfilment of any obligation incurred under the provision of the contract prior to the issue of the maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations the contract shall be deemed to remain in force between the parties thereto.

51.(1) Final Payment:- On the Dfccil representative's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Dfccil representative's certified measurements or Dfccil representative'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 rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Dfccil representative enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Dfccil representative 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 Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway 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 the contract that DFCCIL reserves the right to carry out a post-payment audit or technical examination of the works and the final bill. This includes all supporting vouchers, abstracts, etc. DFCCIL also reserves the right to make a claim on the contractor for the refund of any excess amount paid if, as a result of such examination, any over-payment to the contractor is discovered in respect of any works done or alleged to have been done under the contract.

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

- i. For a contract of more than one crore of rupees, the contractor shall, whenever required, produce or cause to be produced for examination by the Dfccil representative 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 as ascertaining cost of execution of this contract (the decision of the Dfccil representative 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 Dfccil representative, 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 Dfccil representative shall have power to secure the books of such sub-contractor 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 contract or under any statute rules or orders binding on the contractor.

52. Withholding and lien in respect to sums claimed:-Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contract of ,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. For the purpose aforementioned, the DFCCIL shall be entitled to withhold the said cash security deposit or any security furnished, and may also place a lien on the same pending finalization or adjudication of the claim. In the event of the security being insufficient to cover the claimed amount(s), or if no security has been taken from the contractor, DFCCIL shall be entitled to withhold and have a lien to the extent of the claimed amount(s) referred to above, from any sum or sums found payable or which may become payable to the contractor under the same contract or any other contract with 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 is governed by the arbitration clause) or by the competent court as the case may be. 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 above, duly notified as such to the contractor. For the purpose of t his clause, where the contractor is a partner ship 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 or limited company, 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 return able to him)under the contract may be with held 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 a rising 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 Deposit sand Performance Guarantees of other contractor contracts, executed by the contractor. The Performance Guarantees submitted by the Contractor against other contracts ,if required, may be with held and encashed. In addition, 10% of each subsequent“ on-account bill” may be with held, if required, for recovery of DFCCIL/Railways” dues against the terminated contract.
- iii. It is an agreed term of the contract that the sum of money 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 an arbitration clause or by the competent court. the case may be and contractor shall have no claim for interest or damages what’s overrun this account or on any other ground in respect of any sum of money with held 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 be come pay able or for any security which may be come transfer able to the Contractors under these presents, shall, if signed in the partner ship name by any one of the partners of a Contractor's firm be a good and sufficient discharge to the DFCCIL in In respect of the money's source security purported to be acknowledged thereby, and in the event of death of any of the Contractor's partners during the dependency of the contract, it is hereby expressly agreed that every receipt by any one of the surviving contractor Partners shall, if so signed as aforesaid, be good as sufficient discharge as aforesaid, provided that nothing in this clause contained shall be deemed to prejudice or affect may hereafter have against the legal representative of any contractor, partner, or dying for or in respect to any breach of any of the conditions of the contract. provided a l so that nothing in this clause contained shall be deemed to prejudice reflect the respective rights or obligations of the Contract or partner sand of the legal representatives of any deceased Contractor partners interest. any claim which the DFCCIL

LABOUR

54. Wages to Labour:- The Contract or shall be responsible to ensure compliance with the provision of the Minimum Wages Act,1948(here in after referred to as the "said Act")and the Rules made there under in respect of any employees directly or through petty contractors or sub contractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the 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, if it is directed to be paid by the DFCCIL, such money shall be deemed to be money paid by it as aforesaid. Within seven days after the same has been demanded, the Railway/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.

54A.Apprentices Act: - The contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty contractors or subcontractors 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.

55.1.Provisions of payments of Wages Act:- The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, and the rules made there under in respect of all employees employed by him either directly or through petty contractors or sub-contractors 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 Dfccil representative whether in connection with the works to be executed hereunder or otherwise for the purpose of the Dfccil representative such labour shall nevertheless be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Dfccil representative shall be deemed. To be money's payable by the Dfccil representative on behalf of the Contractor and the Dfccil representative may, on failure of the contractor to repay such money to the Railways/DFCCIL, deduct the same from moneys due to the 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 a fore said or for costs of Expenses in connection with any claim thereto, and the decision of the Dfccil representative upon any question arising out of the effect or force of this clause, shall be final and binding upon the Contractor.

55.A. 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 a fore said 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 fulfil this requirement shall attract the penal provisions of the Act

55A. (3)The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the a fore said Act and the Rules wherever applicable. The Contractor shall not with standing the provisions of the contract to the contrary, cause to be paid the wages to lab our in directly engaged on the works including any engaged by sub contractors 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 in directly 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 afore said Actor the Rules, the DFCCIL is obliged to pay any a mount of wages to a work man 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 a fore said Actor the rules the DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditures incurred, and without prejudice to the rights of the DFCCIL under the section20, sub-section(2)and section2, sub-section(4)of the a foresaid Act, the DFCCIL shall be at liberty to recover such amount or part there of by deducting it from the security deposit and/or from any sum due by the DFCCIL to the contractor whether under the contractor other wise. 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 a fore said Act except on the written request of the contractor and up on his giving to the DFCCIL full security for all costs for which the DFCCIL might be come 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.

55-C(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 Indian Railways Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website,, www.shramikkalyan.indianrailways.gov.in". Contractor shall register his firm/company etc. and

upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/updation in Portal shall be done as under:

a. The contractor shall apply for one time registration of his company / firm etc. in the Shramik Kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Dfccil representative shall approve the contractor's registration in the portal within 7 days of receipt of such request.

b. Contractor once approved by any Dfccil representative, can create password with login ID (PAN No.) for sub sequent use of portal for all Letter of Acceptances (LOA's) issued in his fa our.

c. The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA's)/Contract Agreements on shramik Kalyan portal within 15 days of issue of any Lo A for approval of concerned Dfccil representative. Dfccil representative 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 Dfccil representative, contractor shall fill the salient details of contract labours engaged in the contract and ensure up dating of each wage payment to the monshramikkaly an portal on monthly basis.

e. It shall be mandate or upon the contractor to ensure correct and prompt up loading of all salient details of engaged contractual labour & payments made there of after each wage period.

55-C(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 Dfccil representatives that" I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik Kalyan portal at "www.shramikkalyan.indianrailways.gov.in" till_Month, _Year."

55-D.Provisions of" The Building and Other Construction Workers (Regulation of Employment and Conditions of Service)Act,1996"and"The Building and Other Construction Workers "Welfare Cess Act, 1996": The tenderers, for carrying out any construction work ,shall get themselves registered with the Registering Officer under Section-7of the Building and Other Construction Workers Act, 1996 and Rules made there to by the concerned State Govt. ,and submit Certificate of Registration issued by 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 Dfccil representatives 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 Work men's Compensation Act 1923, DFCCIL is obliged to pay compensation to a work man directly or through petty contractor or sub contractor 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 (2) of the said Act, DFCCIL shall be at liberty to recover such a mount or any part the re of by deducting it from the security deposit or from any sum due by DFCCIL to the Contractor whether under these conditions or other wise, DFCCIL shall not be bound to contest any claim made against it under Section12 Sub - section(1)of the said Act exception the written request of the Contractor and upon his giving to DFCCIL full security for all costs for which DFCCIL might be come liable in consequence of contesting such claim.

57A.Provision of Mines Act:-The contract or shall observe and per for mall the provisions of the Mines Act,1952 or any statutory modifications or re-enactment there off or 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 claim sunder 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.(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-contractor sand for temporary crèche(Balmandir) where 50 or more women are employe data 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 term sand conditions that may be prescribed by the DFCCIL. All campsites 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 allows, by-laws rules and regulations for the time being in force pertaining to the employment of local or imp or ted 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 precaution sand use his best endeavors to prevent any riotous run lawful behavior by or among this work men 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 in habit ants and security of property in the neigh bour hood of the works. In the event of the DFCCIL requiring the maintenance of a special Police For creator in the vicinity of the site during the tenure of works ,the expenses there of shall be borne by the contractor and if paid by the DFCCIL shall be recover able from the contractor.

59.(4) Sanitary arrangements:-The contract or shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit in section of all sanitary arrangements at all times by the Engineer, the Dfccil representative's of the Medical staff of the DFCCIL. Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the DFCCIL and the cost there fore recovered from the contractor.

59.(5)Out break of infectious disease:-The contractor shall remove from his camp such labour and their families as refuse protective in osculation and vaccination when called upon to do so by the Dfccil representative or he Dfccil representative's on the advice of the DFCCIL. Should cholera, plague or other infectious disease break out, the contractor shall burnt he huts, beddings, clothes and other belonging so for used by the infected parties and promptly erect new hut son health sites as required by the Dfccil representative, 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 Dfccil representative 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 with in 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) Restriction on The Employment of Retired Engineer of Railway/DFCCIL Services With in one Year of Their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, him self engage in or employ or associate are tired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner what so ever with out obtaining prior permission of the President and if the Contract or is found to have contravened this provision it will constitute a breach of contract and administration on will be entitled to terminate the contract and forfeit Performance Guarantee (PG) and security Deposits (SD) of that contract.

60.(1) Non-employment of labours below the age of 15:-The Contract or 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 appears on 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 (Performa 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 peers on nominated by him in this behalf and the person carries with him, while at work; at open giving are reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appoint mentor periodically till heat attains the age of 19 years shall de volve 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 certify in g surgeon shall revoke a certificate granted or renewed if in his opinion the holder of its, 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 year sis 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 officials 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 maybe.

EXPLANATIONS:-

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

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

DETERMINATION OF CONTRACT

61.(1) Right of DFCCIL of determine the contract:- The DFCCIL shall be titled to determine and terminate the contract at any time should, in the DFCCIL/Railway'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 one 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 therefore shall be conclusive evidence thereof.

61.(2) Payment on determination of contract on:- Should the contract be determined under subclause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways/DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Dfccil representative. The DFCCIL/Railway'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, how so ever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

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

Becomes bankrupt or insolvent, or

- i. Make an arrangement for assignment in favor of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- ii. Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction),or
- iii. Have an execution levied on his goods or property on the works, or
- iv. Assign the contractor any part thereof otherwise than as provided in Clause 7 of these conditions, or
- v. Abandon the contract, or
- vi. Persistently disregard the instructions of the Dfccil representative, or contravene any provision of the contract, or
- vii. Fail to adhere to the agreed program of work by a margin of 10% of the stipulated period, or
- viii. Fail to Execute the contract documents in terms of Clause 1.3.9 of PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS.
- x. Fails to submit the documents pertaining to identity of JV and PAN.
- xi. Fail to remove materials from the site or to pull down and replace work after receiving from the Dfccil representative 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 Dfccil representative's representative proper facilities for inspecting the work or any part there of 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 this DFCCIL.
- xv. Fail to adhere to the provisions of clause 1.3.32 of PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS or provision of above Clause 59(9).
- xvi. Submits copy of fake documents/certificates in support of credentials, submitted by the tenderer

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

Note: Dfccil representative at his discretion may resort to the part termination of contract with notices, 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 there to for actually performed under the contract unless and until the Dfccil representative shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.
- b. In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm. Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.
- c. In the contract rescinded in part or parts,
 - i.The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.
 - ii.The Security Deposit of part terminated contract shall be dealt as per clause 16 (2)of GCC.
 - iii.The defaulting Contractor shall not be issued any completion certificate for the contract.
 - iv.The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
 - v.Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.
- d.The Engineer or the Dfccil representative's 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 plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Dfccil representative should be released expeditiously.

SETTLEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

63. Conciliation of Disputes:-

(i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 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 " General Manager /Chief General Manager" 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 Dfccil representative. Director/MD 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) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Dfccil representative In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.

(v) 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.

(vi) The conciliation proceedings shall be terminated as per Section 76 of "The Arbitration and Conciliation Act, 1996.

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 Managing Director/Director/Chief General Manager/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 matter 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 General Conditions of contractor in any special clause of the conditions of the contract shall be deemed as "excepted matters" (matters not arbitrable) and decisions of the DFCCIL authority, there on shall be final and binding on the contractor; provided further that "excepted matters" shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and arbitration.

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 Dfcccil representative, shall be referred to DAB. The DAB shall consist of a panel of three Retired Railway Officers, retired not below senior administrative grade (SAG). 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 MD DFCCIL office. The complete panel, which shall not be less than five members, shall be sent by Director/MD 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 Director/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 Railway, Contractor and the respective DAB members. The terms of the remuneration of each member shall be as fixed by Ministry of Railways 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 DFCCIL 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 Railway 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 Railway 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 90 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 The DAB decision shall not be binding on both the Parties. In case any party is not satisfied by the decision of DAB, then the aggrieved party may approach Arbitral Tribunal for arbitration proceedings.

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 by either party within 180 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 Railway 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. (1) Demand for Arbitration:-

64.(1)(i) In the event of any dispute or difference between the parties here to 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 contract or 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

of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

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

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

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

64.(1).(iii).(b) The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and there lie for remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

64.(1).(iii).(c). The DFCCIL shall submit its defense 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.

64.(1).(iii).(d).Place of Arbitration: The place of arbitration would be within the geographical limits of the DFCCIL unit where the cause of action arose or the Headquarter of the DFCCIL or any other place with the written consent of both the parties.

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

64.(1)(v) If the contractor (s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways/DFCCIL that the final bills ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railways/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 Dfccil representative, continue during the arbitration proceedings, and no payment due or payable by the DFCCIL shall be with held on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64. (3)Appointment of arbitrator

64.(3)(a)(i)In cases where the total value of all claims in question added to get her does not exceed 1,00,00,000/- (Rupees One Crore),the Arbitral tribunal shall consist of a sole arbitrator nominated by the MD/DFCCIL The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitrator is received by MD/DFCCIL.

64.(3)(a)(ii) In cases not covered by the clause 64 (3)(a) (i), the Arbitral Tribunal shall consist of a Panel of three officials, as the arbitrators. For this purpose, the DFCCIL will send a panel of more than 3 names of DFCCIL officers which may also include the name (s)of Officer(s)empaneled to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD/DFCCIL.

Contractor will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway/DFCCIL. The MD/DFCCIL shall appoint at least one out of the mas 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 30days from the receipt of the names of contractor's nominees. While nominating the arbitrators it will be necessary to ensure that one of the mis from the Accounts department. An officer of selection grade of accounts department shall be considered of equal status to the officers in S A grade of other department of DFCCIL for the purpose of appointment of arbitrator.

64.(3)(a)(iii)If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD/DFCCIL fails to act without undue delay, the MD/DFCCIL shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

64.(3)(b)(i)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 there from.

64.(3)(b)(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)(b)(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 arbitral award.

64.(4) In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

64.(5) where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

64. (6)The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format

given at **Form No. 25** to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

64.(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and relevant para of the Standard 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 Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

PART-V
SPECIAL CONDITIONS OF CONTRACT

PART-V
Part A

SPECIAL CONDITIONS OF CONTRACT

A. TERMS & CONDITIONS:

(I) Special Condition

- **Technical Eligibility Criteria**

1. Offer from manufacturers of equipment only having necessary experience and credentials shall be considered for this purpose, the tenderer should have supplied at least 10 Nos. of such equipment in past three years from the date of opening of this tender and at least 03 Nos. out of above 10 supplied working satisfactory for at least one year .The tender is required to submit proof of supply by attaching PO or work order or commissioning certificate and satisfactory performance certificate from end user i.e Railway/DFCCIL/Railway PSU. The performance certificate should not be older than 01 years from the date of opening of tender.

2. Tenderer must have executed & completed at least 01 work for providing AMC service of HABDs (Hot Axle Box Detector) in last 05 years (i.e. 5 years just before tender opening date) to Indian railway or DFCCIL/Railway PSU .PO and proof of successful completion of same must be attached with the offer. Contact details of consignee where HABDs are supplied & commissioned should also be attached with this order.

3. Performance certificates from end user of such AMC work provided in last 5 years (i.e. 5 years just before tender opening date) must be attached with the offer. The certificate shall not be older than one year from the tender opening date.

4.Tenderer has to give an undertaking regarding integration with existing HABDs application /software already installed in EDFC of DFCCIL. All previous data should be kept alive during currency/period of AMC for comparison with existing data.

Note: All necessary information /document required for establishing reference as per clause 1 to 3 should be submitted by the bidder along with original offer. NO clarification /correspondence will be sought /entertained in this regard. In case no information or incomplete information is furnished by the bidder, their offers are liable to be rejected.

- **Financial Eligibility Criteria:**

The tenderer must have minimum average annual contractual turnover of 1.5 V/N crores; where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet

of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

(ii) Other Conditions:

1. The service provider shall ensure that the level of service provided is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
2. The service provider shall attend to emergency works in time. No extra payment will be made for working on odd hours for emergency works.
3. The persons deployed by the service provider shall solely be the responsibility of the service provider and buyers shall have no obligation for any sort of claims raised by the service provider's employees/personnel. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the buyer's premises and shall be responsible to fulfil all obligations under applicable laws without any recourse to the buyer.
4. The service provider shall cover all its personnel under the relevant laws of EPF Labour, ESI etc. Proof of the same should be submitted by the service provider.
5. The service provider shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the above-mentioned Laws/Acts/ Rules.
6. The service provider shall cover its personnel for personal accident and death while performing the duty and the Buyer shall own no liability and obligation in this regard.
7. It is the responsibility of the service provider to disburse wages timely to all its deployed personnel. The buyer has no responsibility in this regard.
8. If required, the service provider shall submit a copy of wages sheet showing monthly wages paid to all its deployed personnel from time to time or as required by buyer.
9. If required by the buyer and wherever applicable, the service provider shall provide documentary proof for the qualifications and experience of the manpower deployed by them. The biodata, qualification, and experience of the said manpower should be certified by the service provider.
10. The service provider shall ensure adequate supervision to ensure correct performance of the services in accordance with the requirements agreed upon.
11. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of personnel deployed by them.
12. All safety accessories and measures as required for the execution of the work shall be provided to the workers by the service provider at their own cost.
13. The service provider would always keep adequate number of equipment (in working conditions) at the site which is needed to ensure smooth function of this contract covering the scope of work.

14. The service provider must provide required tools, equipment, and safety gears based on applicable regulations/codes/guidelines.
15. The service provider must leave work areas in a clean, tidy, and safe condition at the end of each working period.

(iii) Payment Terms

1. After completion of location wise satisfactory AMC work, the contractor shall submit the bill to CGM/PRYJ WEST/DFCCIL.
2. The contractor shall attach all the necessary documents for payment along with the bill. Payment will be released after successful completion of AMC on quarterly basis, after deducting penalty, if any.
3. Successful completion of AMC work will be certified by the APM/JPM/Sr.Exe/Mechor by the person nominated by CGM/PRYJ WEST/DFCCIL.
4. Bills shall be verified by JPM/Mech./PRYJ WEST or person nominated by CGM/PRYJ WEST.
5. The contractor must submit his bank account details and PAN number, GST No. etc. No compensation or interest shall be payable to the firm for any delay in payment.
6. CGM/PRYJ WEST or his authorized representative will certify the work on monthly basis.
7. GST submission receipt will be mandatory for releasing of payment after first quarter payment made by DFCCIL.
8. Paying authority: PM/Fin/DFCCIL/PRYJ WEST
9. EMD ₹ 1,80,054/- (₹ One Lakh eighty Thousand fifty four only) shall be deposited in the shape of FDR / Banker’s cheque / demand draft executed by scheduled commercial ` bank in INDIA other than Cooperative Banks drawn in favor of “DFCCIL-PRYJ WEST” along with the bid. A copy of the same shall be uploaded along with the bid and hard copy of the EMD should reach in the office of “CGM/PRYJ WEST/DFCCIL” on or before opening date of the bid. Or bidder can also deposit the EMD via Net banking as per the details provided in the bid. The earnest money shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in this bid i.e. 90 days from the date of opening of bid No interest shall be paid by DFCCIL on Earnest money amount.

Bank Details:

Account Name	DFCCIL
Account No.	356101010200796
IFSC Code	UBIN0546836
Bank Name	Union Bank of India
Bank Branch	Moti Bagh, New Delhi-110066

10. EMD of successful bidder shall be adjusted towards security deposit. The security deposit shall be 5% of the contract value. The security deposit shall be returned after 38 months.

11. Modes of SD Money: The Security money can be deposited in any of the following forms:

(a) Fixed Deposit Receipt, Account payee Demand Draft, Banker's Cheque or Bank Guarantee issued by Nationalized or Scheduled Commercial Bank. The Bank Guarantee should be submitted in the prescribed form as per Annexure-1.

(a) Payment of Security money in the form of Banker's cheque/demand draft shall be made in favour of DFCCIL.

12. DFCCIL having right to recover any loss due to deficiency in service from the security deposit.

(IV)Penalty Clause:

1. Every week of delay from the schedule date of commencement of work will attract a penalty of 0.1% of total contract value.

2. An amount of Rs. 1000/- per day will be deducted from the running bills if the representative of the firm fails to turn up against the service call raised by the consignee as mentioned in para (5) above under Scope of work heading.

(i) For the purpose of billing, up time of HABD systems will be calculated quarterly basis (as per billing cycle) and penalty shall be applied on the bill of the particular period as shown below.

A. Uptime of HABD > 95% -- No penalty

B. Uptime of HABD is in between 85% to 95% - 5% penalty of the running bill.

C. Uptime of HABD is in between 75% to 85% - 10% penalty of the running bill.

D. Uptime of HABD < 75% - 20% penalty of the running bill

E. However, in case HABD up time is less than 75% for consequently two quarters, then DFC shall have option to forfeit the performance guarantee/any other guarantee available with DFC and recovery of cost towards rectification charge, in addition to above mentioned penalties.

3. The Penalty shall be imposed only if the fault in HABD is due to failure in service by the firm, not attributing to external factors such as physical damage of sensors, equipment's and approval of items from DFC for replacement, other natural cause of action due to act of God. Penalty imposition shall be done based on the joint note done by the DFC official & Firms' representative on mutual consent.

4. Firm will keep spare of all the rare and significant electronic components like sensors for the immediate attention of the failure.

(V) Termination:

If firm fails to provide regular services continuously as per consignee's requirement, then tender will be terminated by giving 03 months' notice period.

(VI) Jurisdiction of Courts

In case of any disputes/differences between contractor & DFCCIL the jurisdiction shall be of PRAYAGRAJ, U.P court only.

PART- VI

PRICES AND PAYMENT

PRICES AND PAYMENT

1. SCOPE:

This chapter deals with the price to be paid to the contractor for completion of various items of work. The contractor shall be paid for completed works in accordance with the accepted schedule of prices and rates, as stipulated in the tender document.

2. SCHEDULE OF PRICES: deleted

3. FOR ERECTION: deleted

4. QUANTITIES:

The approximate estimated quantities of various items of works are included in the Schedule of quantities and rates. However, quantities can be increased/decreased as stipulated in Special Conditions of Contract.

5. NEW ITEMS OF WORK:

If during the execution of the work, the Contractor is called upon to carry out any new item of work not included in **Schedules**, the Contractor shall execute such work at such prices as may be mutually agreed in writing with the Purchaser.

6. DEDUCTION OF TAXES FROM CONTRACTOR'S BILLS:

Wherever the law makes it statutory for the purchaser to deduct any amount towards Sales Tax/Income tax on works contract, the same will be deducted and deposited with the concerned authority.

SUBMISSION OF BILLS: On award of contract, a procedure order for submission of bills for payment shall be jointly drawn by finance and the purchaser. The contractor will be required to submit the bills as per the joint procedure order.

7. PAYMENT:

Payment shall be made on a quarterly basis for successful execution of work against the schedule items detailed in ("Schedule of Prices and Total Prices") at the accepted rate. Further, on- account payment will be permitted after submission of bill, certification of work by site in-charge, filling of Measurement Book, Attendance registers acceptable to the DFCCIL.

8. Deleted

9. RELEASE OF PERFORMANCE GUARANTEE:

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 Work in all respects satisfactorily.

10. RELEASE OF SECURITY DEPOSIT:

Security Deposit shall be returned to the Contractor After the following:

- a. Final Payment of the Contract as per relevant GCC clause and
- b. Signature of Final Supplementary Agreement or Certification by Dfccil representative that DFCCIL has No Claim on Contractor and
- c. Issue Of Maintenance Certificate on expiry of the maintenance period as per relevant GCC clause.

11. Forfeiture of Security Deposit:

Whenever the contract is rescinded as a whole under relevant GCC clause, the Security Deposit already with Railways/DFCCIL under the contract shall be forfeited. However, in case the contract rescinded in part or parts under relevant GCC clause, the Security Deposit shall not be forfeited.

No interest shall be payable upon the Earnest Money and Security Deposit or amounts payable to the Contract or under the Contract, but Government Securities deposited, will be payable with interest accrued thereon as per relevant GCC-Clause.

12. RATES FOR ITEMS OF WORKS:

- i. Deleted
- ii. However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under relevant GCC clause and the Contractor thereupon properly pay such taxes/cess, the Contractor shall be reimbursed the amount so paid.
- iii. Further, if rate of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased/removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractors Bills/Security Deposit or any other dues of Contractor with the Government of India.

13. PRICE VARIATION CLAUSE in Works Contracts is dealt with in accordance with provisions GCC 2022 with latest amendments correction slips.

14. Maintenance of Works: The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Dfccil representative or any other earlier date subsequent to the completion of the works that may be fixed by the Dfccil representative, 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 Dfccil representative shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway/DFCCIL or other persons legally entitled there to whenever required by the Dfccil representative 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.

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

The Dfccil representative 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 Dfccil representative and occupied or used by the Railway. 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.

16. 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 Dfccil representative from materials or workmanship not in accordance with the drawings or specifications or instructions of the Dfccil representative, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Dfccil representative be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Dfccil representative 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.

17. Final Supplementary Agreement: After the work is completed and taken over by the Railway/DFCCIL as per terms and conditions of the contract agreement or otherwise concluded by the parties with mutual consent and full and final payment is made by the Railway/DFCCIL to the Contractor for work done, and the Contractor unequivocally claims no claim on either side under the contract, the parties shall execute the final supplementary agreement.

18. Approval only by Maintenance Certificate: No certificate other than maintenance certificate referred to in relevant Clause of GCC 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.

19. Maintenance Certificate: deleted

20. Cessation of Railway's/DFCCIL's Liability: The Railway/DFCCIL shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate Under This Clause.

21. Unfulfilled Obligations: Notwithstanding the issue of the Maintenance Certificate the Contractor and the Railway/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.

22. Final Payment deleted

23. Post Payment Audit: deleted

24. 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 Dfccil representative 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 relevant for verifying or ascertaining cost of execution of this contract (the decision of the Dfccil representative 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 prove the Dfccil representative, 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, the Dfccil representative shall have power to secure the books of such sub-contractor any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.

- iii. The obligation imposed by Sub Clause(i)&(ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

25. LABOUR:

a. Wages to Labour: The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made there under in respect of any employees directly or through petty Contractors or subcontractors employed by him for the purpose of carrying out this contract.

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

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

b. Apprentices Act: The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Order issued thereunder from time to time in respect of apprentices directly or through petty Contractors or subcontractors employed by him for the purpose of carrying out the Contract.

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway 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.

c. 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 to fall employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the term so f the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any

26. Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

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

(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 provisions of the Act.

(3) The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall not withstanding the provisions of the contract the contrary, cause to be paid the wages to labour

,indirectly engaged on the works including any engaged by sub-contractors connection with the site work, as if the labour had been immediately employed by him.

(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.

(5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a work man employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section(2) and Section 2, Sub-Section(4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/ Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Electrical Engineer regarding the amount actually recoverable from Contractor as stated above shall be final and binding on the Contractor.

27. 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 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952" ,wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

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

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

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

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

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

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

F. While process in g 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

Dfccil representative's that " I have up loaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik Kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till Month, Year."

28.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":

29. The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act,1996 and rules made there 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.

30. **Reporting of Accidents:** The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed he works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Dfccil representatives Representative and shall make every arrangement to render all possible assistance.

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

32. **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 the re off or the time being in force and any rules and regulations made there under in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway 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.

33.DETERMINATION OF CONTRACT:

33.1. **Right of Railway/DFCCIL to Determine the Contract:** The Railway/DFCCIL shall be titled to determine and terminate the contract at any time, should in the Railway's opinion, the cessation of work becomes necessary wing to paucity of funds or from any other cause whatever, in which case the value of approved

materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof.

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

33.3. The Contractor shall have no claim to any payment of compensation or otherwise, however 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.

33.4. Determination of Contract owing to Default of Contractor: If the Contractor Should:

- Becomes bankrupt or insolvent, or
- Make an arrangement for assignment in favor of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- Being a Company or Corporation, going to liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- Have an execution levied on his goods or property on the works, or
- Assign the contractor any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- Abandon The contract, or
- Persistently Disregard The Instructions Of The Dfccil representative, or contravene any provision of the contract, or
- Fail to adhere to the agreed program of work by a margin of 10% of the stipulated period, or
- Fail to execute the contract documents.
- Fails to submit the documents pertaining to identity of JV and PAN. Form available in the Regulations for Tenders and Contracts.
- Fail to remove materials from the site or to pull down and replace work after receiving from the Dfccil representative notice to the effect that the said materials or works have been condemned or rejected.
- Fail to take steps to employ competent or additional staff and labour required.
- Fail to afford the Engineer or Dfccil representative's representative proper facilities for inspecting the works or any part thereof as required.
- Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway/DFCCIL or to any person on his or on their behalf in relation to the execution of this or another contract with this Railway.
- At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admits one of its partners or employee under it or being an incorporated company elector nominate or allow to act as one of its director to employee under it in any capacity what so ever any retired Engineer of the Gazetted rank or any other retired Gazetted officer working before his retirement, whether the executive or administrative capacity, or whether holding any pension able post or not ,in the Railways/DFCCIL 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 President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contracts the case maybe, or
- Fail to give at the time of submitting the said tender:
- 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
- The Correct Information As to such Engineer or officers obtaining permission to take employment under the Contractor, or
- Being a partnership firm, the correct information as to, whether any of its partners was such a retired Engineer or are tired officer, or

- Being incorporated company, correct information as to whether any of its directors was such a retired Engineer or are tired officer, or
 - Being such a retired Engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his beings such are tired Engineer or are tired officer or make at the time of submitting the said tender a wrong statement in relationship obtaining permission to take the contractor 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.
 - Submits copy of fake documents/certificates in support of credentials, submitted by the tenderer

Then and in any of the **said Clause**, the Dfccil representative on behalf of the Railway/DFCCIL may serve the Contractor with a notice in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same able of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Dfccil representative, the Railway shall be titled after giving 48 hours' notice in writing under the hand Dfccil representative 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 should be issued.

Note: at his discretion may resort to the part termination of contract with notices, only in cases where progress of work is more than or equal to 80%of the original scope of work.

33.5 Right of Railway/DFCCIL after Rescission of Contract owing to Default of Contractor: In the event of any or several of the courses, referred to in Sub-Clause (1)of this Clause, been 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 in to 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 titled to recover or be paid any sum for any work there to for actually performed under the contract unless and until the Dfccil representative shall have certified the performance of such work and the value pay able in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- b. In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall been cashed/forfeited and the Performance Guarantee already submitted for the contract shall been cashed. 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, the never y member/partner of such a firm shall be debarred from participating in the tender for the balance working his/her individual capacity or as a partner of any other JV/Partnership firm. Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.
- c.In The contract rescinded in part or parts,
 - i.The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of the 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 relevant clause of GCC.
 - iii.The defaulting Contractor shall not be issued any completion certificate for the contract.
 - iv.The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work.

If the failed Contractor is a JV or a Partnership Firm, then every member /partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.

v. Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

d. The Engineer or the Dfccil representative's 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 Dfccil representative shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused ,or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Dfccil representative should be released expeditiously.

PART-VII
TECHNICALSPECIFICATION

DELETED

PART-VIII
MILESTONES AND TIME SCHEDULE

DELETED

PART-IX
TENDER FORMS
(INCLUDING SCHEDULE OF PRICES)

TENDER FORMS

FORM No.	SUBJECT
FormNo.1	Offer Letter
FormNo.1A	Location of HABDs
FormNo.2	Deleted
FormNo.2A	Deleted
FormNo.2B	Deleted
Form No. 2C	Deleted
FormNo.3	Deleted
FormNo.4A	Schedule of Prices and Total Prices
FormNo.5	Contract Agreement
FormNo.6	Performance Guarantee Bond
FormNo.7	Deleted
FormNo.8	ECS/NEFT/RTGS
FormNo.9	Deleted
FormNo.10	Deleted
FormNo.11	Deleted
FormNo.12	Deleted
FormNo.13	Deleted
Form No. 14	Performa for Time
Form No. 15	Deleted
Form No. 16	Performa of 7 days" Notice
Form No. 17	Performa of 48 Hours" Notice
Form No. 18	Performa of Termination Notice
Form No. 19	Deleted
Form No. 20	Format of Integrity Pact
Form No. 21	Deleted
FormNo.22	Format for certificate to be submitted/uploaded by tenderer along with the tender documents
FormNo.23	Deleted
FormNo.23A	Deleted
Form No. 24	Deleted
Form No. 25	Deleted
Form No. 26	(Bid Security) Bank Guarantee Bond from any scheduled commercial bank of India
Form No. 27 A	Deleted
Form No. 27B	Deleted

OFFER LETTER

Tender No. DFCCIL/TRS/PRYJ/39

Work of "Annual maintenance contract for 14 Hot Axle Box Detector System under CGM/PRYJ(W) UNIT OF EDFC IN DFCCIL".

To,
Chief General Manager,
DFCCIL, Prayagraj (W)

We, the undersigned, declare that:

- We have examined and have no reservations to the Bidding Documents, including Addenda.
- We Offer to execute the Works in conformity with the Bidding Documents.
- Our bid shall be valid for a period of 60 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- We have not been blacklisted/banned in accordance with para 33 of Preamble and General instructions to tenderers.
- 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 33 of Preamble and General Instructions to tenderers.
- If our bid is accepted, we commit to obtain a Performance Guarantee in accordance with the Bidding Documents.
- If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements of the work.
- 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 a formal contract is prepared and executed; and
- 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/ in correct information are detected at any stage, we understand the bid will invite summarily rejection and forfeiture of bid security, the contract will be liable to be terminated along with forfeiture of performance security ,even if LOA has been issued.
- 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
 SignedDuly
 authorized to sign the Bid for and on behalf of
 Date

FORM No. 1A

SN	Name / Location of HABD
1	CNBN Up
2	MWHN Dn
3	MWHN Up
4	RUBN Dn
5	RUBN Up
6	SJTN Dn
7	KCNN Dn
8	MREN Up
9	MREN Dn
10	SJTN Up
11	BZMN Up
12	BZMN Dn
13	Dn CNBN
14	Up BPUN

FORM No. 4A

SCHEDULE OF PRICES TOTAL PRICES

Name of work: Comprehensive Annual maintenance contract for 14 Hot Axle Box Detector System under CGM/PRYJ(W) UNIT OF EDFC IN DFCCIL.

SN	Description	Annual subscription like. Tier IV level data center-based cloud application, storing of data, SIM & SMS charges, internet browser for monitoring of alert and report	Annual maintenance charge for existing Hot box temperature monitoring system	Total for one unit /year	Nos of location	Amount (in Rs without taxes) for 14 unit
1	CAMC for 1 st year	60,514.00	83,760.00	1,44,274.00	14	20,19,836
2	CAMC for 2 nd year	62,571.00	87,216.00	1,49,787.00	14	20,97,018
3	CAMC for 3 rd year	64,425.00	90,828.00	1,55,253.00	14	21,73,542
Total						62,90,396
GST @18%						11,32,271
Total (Including GST) (A)						74,22,667
Cost of Spares						
SN	Description	Qty-Unit	Basic Rate/ Unit (Excluding GST)	Total		
1	Infrared Temperature sensor	10	1,04,900	10,49,000		
2	proximity sensor	20	14,500	2,90,000		
Total	Sub Total				13,39,000	
GST @ 18% (FOR A AND B)	GST @18%				2,41,020	
GRAND TOTAL	Total (Including GST) (B)				15,80,020	
Total of AMC + Cost of Spares (A+B)						90,02,687

I/We undertake to do the work at “At Par”/ “____% Above” / “__% Below” the schedule of rates of the DFC as applicable to Western Dedicated Freight Corridor.

Note:

- Tenderer have to note that the cost of schedule 1 is inclusive of all labour charges, cost of consumables, equipment’s, delivery charges, transportation charges, taxes, GST etc.

Signature of the Tenderer(s)

Date _____

**SAMPLE
CONTRACT AGREEMENT**

THIS AGREEMENT (“Agreement”) is mad at Prayagraj(W) on the day of_____

BETWEEN

Dedicated Freight Corridor Corporation of India Limited, incorporated under the laws of India and having its principal place of business at, **Office of the Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, OCC Building, Subedarganj, Jhalwa, Prayagraj-211012**(hereinafter called, **the employer**”), and -----, a company/corporation/incorporated under the laws of-----having its principal place of business at----- (herein after called **“the Contractor”**).

WHEREAS in reference to call for Tender for (Name of Work)-----
-----as per Tender paper at Annexure “A” here to, the Contractor has submitted a Tender here to and where as the said Tender of the contractor has been accepted for (Name of Work) . As per copy of the Letter of Acceptance Of Tender No-----dated --/--/2023 complete with enclosure at the accepted rate and at an estimated contract value of Rs._____(Rupees only).Now the agreement with witness to that in consideration of the premises and the payment to be made by the Employer to the Contractor provided for herein below the Contractor shall supply all equipment’s and materials and execute and perform all works for which the said Tender of the Contractor has been accepted, strictly according to the various provisions in Annexure “A” and “B” here to and upon such supply, execution and performance to the satisfaction of the Purchaser ,the Purchaser shall pay to the contractor at the several rates accepted as per the said Annexure “B” and in terms of the provisions therein.

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

For and on behalf of the Contractor
Signature Of the authorized official
Name Of the official
Stamp/seal of the Contractor

For and on behalf of the Employer
Signature Of the authorized official
Name Of the official
Stamp/Seal of the Employer

SIGNED,SEALED AND DELIVERED

By the said
____Name

by the said

By the said
____Name

by the said

On Behalf of the Contractor in the presence
of:
Witness
Name
Address

On Behalf of the Employer in the presence
of:
Witness
Name
Address

Enclosures:-

1. Annexure "A"-Tender Papers No.
2. Annexure"B-Letter of Acceptance Tender._____Dated_Along with Summary of Prices

SAMPLE

Name of Bank

Managing Director/DFCCIL Bank Guarantee Bond No.____

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

PERFORMANCE GUARANTEE BOND

In consideration of the Managing Director/DFCCIL acting through Chief General Manager/DFCCIL/Prayagraj(W)(Designation & Address of Contract Signing Authority), Dedicated Freight Corridor Corporation of India Limited here in after called "DFCCIL") having agreed under the terms and conditions of agreement/Contract Acceptance no..____dated made between (Designation & address of contract signing Authority)and

_____(hereinafter called "the said contractor(s)"for the work_(hereinafter called "the said agreement")having agreed for submission of an irrevocable

Bank Guarantee Bond for Rs._____(Rs.____Only)as a performance security Guarantee Bond from the contractor(s)for compliance with his obligation in accordance with the terms conditions in the said agreement.

1. We(indicate the name of the Bank)hereinafter referred to as the Bank, undertaker to pay to the Government An amount not exceeding Rs._(Rs. Only)on demand by the Government.

2. We____(indicate the name of the bank, further agree that(and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the Chief General Manager/DFCCIL/Prayagraj(W)or(Designation & Address of contract signing authority)DFCCIL, stating that the amount claimed is due by way of loss or damage caused to or would because do suffered by the Government by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rs.____Only)

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

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

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

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

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

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

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

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

9.This guarantee shall be valid up to_(Date of completion plus 60 days beyond that). Unless extended on demand by Government. Notwithstanding anything to the contrary contained herein before, our Liability under this guarantee is restricted to Rs._____(Only) unless a demand under this guarantee is Made on us in writing on or before we, shall be discharged from our liabilities under this guarantee thereafter.

Dated the day of_____For_____(Indicate The Name Of bank)

Signature of Bank Authorize official
(Name):
Designation:
Full Address.

Witness:

1. _
2. _

FORM No.8

ECS/ NEFT /RTGS MANDATE FORM

Date:-To,
Dy.CPM/PM/Finance
DFCCIL/Prayagraj(W)
Sub: ECS/ NEFT/RTGS payments

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

Name of Bank	
Name of City	
Bank Code No	
Name of Bank Branch	
Branch Code No	
Address of Bank Branch	
Telephone Number of Bank Branch	
Fax No of Bank Branch	
Name of customer/ Tenderer as per account	
Account Number of Tenderer appearing on cheque book	
Type of Account(S.B./Current/Cash Credit)	
IFSC code for NEFT	
IFSC code for RTGS	
9-Digit-code number the bank and branch appearing on MICR cheque issued by the bank.	
Details of Cancelled Cheque Leaf	
Telephone No Of tenderer	
Cell Phone Number of the tenderer to whom details with regard to the status of bill submitted to Accounts Office i.e. Co 6 & Co7 & Cheque Purchase Order particular can be initiated through SMS	
Tenderer's E-mail ID	

Confirmed by Bank signature of tender with stamp and address Enclose
Copy Of Crossed Cheque

FORM No. 14

Reference para 17B
Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No.

Dated:

Sub: (i)(name of work).

1. Acceptance Letter no.
2. Understanding/Agreement no.

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

Dear Sir,

- 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").
- 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 extend the time for completion from to _____.
- Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of _____ (*give here the stipulated date for completion with/without any penalty fixed earlier*) will be recovered from you as mentioned in Clause, 17-B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.
- 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.
- Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.
- 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 up to this extension to complete the work by _____ (here mention the extended date), further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours Faithfully

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

FORM No. 16

Registered Acknowledgement Due

**PROFORMA OF 7 DAYS NOTICE
DFCCIL**

(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 in various letters of even no. _____, dated _____, you have failed to start work/show adequate progress and/or submit detailed program for completing the work.
- Your Attention is invited to this office/ Dfccil representative's office letter no. _____, dated _____ in reference to your representation, dated _____.
- As you have failed to abide by the instructions issued to commence the work/to show adequate progress of work you are hereby given 7 days "notice in accordance with Clause 62 of Standard General Conditions of Contract to commence works/to make good the progress, failing which further action as provide in Clause 62 of the Standard General Conditions of Contract viz .to terminate your Contract and complete the balance work without your participation will be taken.

Kindly Acknowledge Receipt.

Yours Faithfully

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

FORM No. 17

Registered Acknowledgement Due

**PROFORMA OF 48 HRS.NOTICE
DFCCIL**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____ In connection with _____

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

FORM No. 18
Registered Acknowledgement Due

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/s adequate progress.

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

Kindly Acknowledge Receipt.

Yours Faithfully

For and on behalf of the Employer

Name of the Official:-

Stamp/Seal of the Employer

PRE CONTRACT INTEGRITY PACT**General**

This pre- bid pre-contract Agreement (herein after called the Integrity Pact) is made on-----
-----day of the month of -----2023,between,on one hand, the DFCCIL acting
through Shri-----Designation of the officer,(hereinafter called the CLIENT,
which expression shall mean and include, unless the context otherwise requires, his successors
in office and assigns)of the First Part and M/s-----represented by Shri-----
--Chief Executive Officer(herein after called the "BIDDER/SELLER" which expression shall mean
and include, unless the context otherwise requires, his successors and permitted assigns)of the
Second part.

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

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

NOW, THERE FOR,

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
been entered in to 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 hereby agree to enter into this Integrity Pact and agree as follows:

Commitments the CLIENT

- 1.1 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 ,favor 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].
- 1.2 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.
- 1.3 All 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-contractor post-contract stage) in order to secure the[B] contractor in furtherance to secure it and in particular commit itself to the following:-

- The[A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, 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 person, organization or third party related to the[B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the[B].
- The[A] further undertakes that it has not given, offer for promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, 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 so 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 favor or disfavor to any person in relation to the[B] or any other[B] with the Government.
- * [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- * [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 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.
- The[A] either while presenting the bid or during pre-contract negotiations or before signing the[B] shall disclose any payment she has made, is committed to or intend to make to official so f 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.
- 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].
- The[A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- The[A] shall not use improperly, for purpose of competition or personal gain, or pass onto 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.

- The[A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- The[A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 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 filing of tender.

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

- 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

- 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 here under or with any public sector enterprise in India or any Government department in India that could justify BIDDER's from tender process.
- The[A] agrees that if it makes a correct statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- While Submitting commercial bid, the[A] shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:-
- Bank draft or a pay order in favor of_____.
- A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof or payment.
- Any other mode or through any other instrument (to be specified in the RFP).
- The earnest money/Security deposits shall be valid upto a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.
- In case of the successful[A] a clause would also be incorporated in the article pertaining to performance Guarantee in the[B] that the provisions of sanctions for violations shall be applicable for forfeiture of performance bond in case of a decision by client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- No interest shall be payable by CLIENT to the[A] on earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- Any breach of the aforesaid provisions by the[A] or anyone 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: -
 - a. 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.
 - b. The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the[B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.

- a. To Immediately cancel the[B], if already signed, without giving any compensation to the[A].
- b. 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.
- c. To encash the advance bank guarantee and performance bond, furnished by the[A], in order to recover the payments, already made by CLIENT, along with interest.
- d. 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].
- e. 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.
- f. To recover all sums paid in violation of this pact by[A]) to any middleman or agent or broker with a view to securing[B]the contract.
- g. In cases where irrevocable letters of credit have been received in respect of any[B]signed by the client with the[A], They Shall Not Be Opened.
- h. 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.

The client will entitled to take all or any of the actions mentioned at para6.1(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.

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 subsystems way supplied by[A]to any other Ministry/Department of the Government of India or a PSU at a lower price ,the nth at very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the[A]to the CLIENT ,if the[B]has already been concluded.

8. Independent Monitors

- 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)
- 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.
- The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 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

- 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 a BIDDER. The[A]will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the[A]with confidentiality.
- 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.
- The monitor will submit a written report to the MD/DFCCIL within 8 to10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion a rise, submit proposal for correcting problematic situations.

9. Facilitation of Investigation

Incase 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.

9.1 Law and Place of Jurisdiction

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

10. 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.

1. Validity
2. The validity of this integrity pacts hall be from date of its signing and extend up to 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. Incase[A]is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the[B].
3. Should one or several provisions of this pact turn out to be invalid, their main der of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this integrity pact.....On.....

CLIENT BIDDER
 Name of the Officer
 CHIEF EXECUTIVE OFFICER Designation
 Deptt./Ministry/PSU

Witness
 1. _____
 2. _____

Witness
 1.-----
 2. _____

Note:

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

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

Form No.22

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

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

- I/we the tenderer(s) am/are signing this document after carefully reading the contents.
- I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding up on me/us.
- 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.
- I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and the same shall be binding up on me/us.
- I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
- I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry /Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/N/Society/Trust.
- 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 the process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of up to five years. Further, I/we (insert name of the tenderer) **and all my/our constituents understand that my/our offer shall be summarily rejected.
- 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 besides any other action provided in the contract including banning of business for a period of up to five year.

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

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.**

Form No. 26

(Bid Security)

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

Name of the Bank: _____

MD DFCCIL

Acting through Chief General Manager,

DFCCIL, Prayagraj(W)

Beneficiary: Dedicated Freight Corridor Corporation of India Limited, Prayagraj(W)

Date:_____

Bank Guarantee Bond No.: Date:_____

1. In consideration of the MD DFCCIL acting through Chief General Manager, DFCCIL Prayagraj(W) **(Designation & address of Contract Signing Authority)**, DFCCIL,.....,..... (hereinafter called "The DFCCIL ") having invited the bid for through Notice inviting tender (NIT) No. _____, We have been informed that **[Insert name of the Bidder]**..... **(hereinafter called "the Bidder")**intends to submit its bid **(hereinafter called "the Bid ")** .

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

AND

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

2. 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 Railway/DFCCIL full amount in the sum of **[Insert required Value of Bid Security]** as above stated.

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

4. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway/DFCCIL without any reference to the Bidder and without the Railway/DFCCIL being required to show grounds or give reasons for its demand of the amount so demanded.
5. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
6. 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 Railway/DFCCIL and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway/DFCCIL at any time.
7. 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.
8. The Bank Guarantee is unconditional and irrevocable.
9. The expressions Bank and Railway/DFCCIL herein before used shall include their respective successors and assigns.
10. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway/DFCCIL. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
11. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	UBIN0546836
IFSC TYPE	BRANCH
BANK NAME	Union Bank of India
BRANCH NAME	Motibagh-1, Delhi Branch
CITY NAME	New Delhi
ADDRESS	Palika Bhawan, Moti Bagh-I, R.K. Puram, Delhi-110066
DISTRICT	New Delhi
STATE	New Delhi
BG ENABLED	YES

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

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.

ENDOF DOCUMENT
