



Tender No.: WDFC-AII-SNT-MT-MD-PNUN-01

Name of Work: Repairing, Refixing /Replacement & Maintenance of Signaling and Telecommunication Gears/Equipment and other related work in Madar- New Palanpur Section of Western Dedicated Freight Corridor (WDFC) under DFCCIL AJMER.

Single Packet OPEN E-TENDER

**TENDER DOCUMENT
(NOT TRANSFERABLE)
APRIL-2022**

**Employer:
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(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, offer submit without Mandatory documents shall be summarily rejected.

Instructions to bidders for online bidding

SECTION-I

Instructions to bidders for online bidding & Check List

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

A. Instructions: -

1. **Bidding Methodology:** Online Bid System
2. **Broad outline of activities from Bidders perspective: -**
 - a. Procure a Digital Signing Certificate (DSC)
 - b. Register on Electronic Tendering System (ETS)
 - c. Create Users and assign roles on ETS
 - d. View Notice Inviting Tender (NIT) on(ETS)
 - e. Download Official copy of Tender Documents from ETS.
 - f. Clarification to Tender Documents on ETS - Query to DFCCIL (Optional) - view response to queries posted by DFCCIL through addenda.
 - g. Bid Submission on ETS: Prepare & arrange all documents/ papers for submission of bid online & EMD deposit through E-Payment gateway.
 - h. Attend Public Online Tender Opening Event (TOE) on ETS.
 - i. Post TOE clarification on ETS (Optional). Respond to DFCCIL's post – TOE queries. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.
3. **Digital Certificate:**
For integrity of data and its authenticity/ non repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authority (CCA) (refer <http://www.cca.gov.in>).
4. The Tender documents can be downloaded from the website: ireps.gov.in and to be submitted in the e - format.
5. Physical copy of the tender documents would not be sold/accepted.
6. List of Contact persons for this tender & Bank Account Details of DFCCIL

DFCCIL Contact- 1	Sh. Yogesh Kumar Gaur
Telephone/Mobile No.	9358868271
E-mail ID	ykgaur@dfcc.co.in
DFCCIL Contact- 2	Sh. P.S.Khardiya
Telephone/Mobile No.	9001091221
E-mail ID	pskhardiya@dfcc.co.in

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DFCCIL Contact- 3	Sh. A K Choyal
Telephone/Mobile No.	8955900658
E-mail ID	Anilkchoyal@dfcc.co.in

7. Modification / Withdrawal of bids:

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

- 8.** DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases the addendum(s)/corrigendum(s) shall be placed on ireps.gov.in and www.dfccil.gov.in. The tenderer who have downloaded the tender documents from the website before issue of addendum(s)/ corrigendum(s) must visit the website and ensure that such addendum(s) / corrigendum (s) (if any) is also downloaded by them. Such addendum(s) / corrigendum (s) (if any) shall also be submitted duly stamped and signed along with the submission of tenders. Any tender submitted without addendum(s) / corrigendum(s) (if any) shall be summarily rejected.

9. Other instructions

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

B. Check list for Mandatory Annexures: -

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

10.1 Annexure I (Firm Details), Annexure II (Tender Certificate), Annexure IV-A/IV-B/IV-C (Completion Certificate), Annexure VIII (CA certificate on letter head), Annexure XXIII (Information regarding Railway/DFC/Gazetted Employee).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.7.6 Registered society and Trust participating as a member of JV - documents as applicable as para 16.2.7.5

GENERAL INFORMATION / DATA SHEET

SECTION - II**GENERAL INFORMATION/DATA SHEET**

TENDER NOTICE NO.	WDFC-AII-SNT-MT-MD-PNUN-01
Name of the work	Repairing, Refixing /Replacement & Maintenance of Signaling and Telecommunication Gears/Equipment and other related work in Madar- New Palanpur Section of Western Dedicated Freight Corridor (WDFC) under DFCCIL AJMER.
(a) Tender Value	Rs. 5,48,37,918.2/- (Five Crore Forty-Eight Lakh Thirty-Seven Thousand Nine Hundred Eighteen Rupees and Twenty Paise Only) inclusive of GST
(b) Completion Period	12 (Twelve) months
(c) Earnest Money	Rs. 4,24,200.00
(d) Tender Fees	Nil
(e) Last Date and Time of Downloading of Tender from website ireps.gov.in and www.dfccil.gov.in	18.05.2022 up to 15:00 hrs.
(f) Last date and Time of online submission of Tender on website ireps.gov.in	18.05.2022 up to 15:00 hrs.
(g) Date and Time of Opening of Tender	18.05.2022 up to 15:30 hrs.
(h) Validity of offer	45 days

NOTE:

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

GENERAL INSTRUCTIONS TO TENDERERS

SECTION-III

GENERAL INSTRUCTIONS

1.0	For the purpose of this tender in DFCCIL, stipulations and conditions as specified in Indian Railways Standard General Conditions of Contract (will be referred as GCC- 2020 in the document) as amended/corrected up to latest correction slips will be applicable, copies of which can be seen in the office of GM/CO., DFCCIL, Ajmer.
1.1	<p>DEFINITIONS AND INTERPRETATION</p> <p>(A) Definition: -In these General conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:-</p> <ol style="list-style-type: none"> a. “Railway” shall mean the President of the Republic of India or the Administrative Officers of the DFCCIL or of the Successor DFCCIL authorized to deal with any matters which these presents are concerned on his behalf. b. “General Manager of Railway ” shall mean the officer - in-charge of the General Superintendence and Control of the Railway and shall mean and include their successors, of the successor Railway; c. “Chief Engineer” shall mean the officer - in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction) and shall also include CPM/GGM/GM of DFCCIL. d. “Divisional Railway Manager” shall mean the Officer in-charge of a Division of the Railway and shall also mean any officer nominated by Managing Director / DFCCIL and shall mean and include their successors of the successor Railway. e. “Engineer” and Employer’s Engineer shall mean the Chief General Manager/Co of DFCCIL / PMC appointed by DFCCIL. f. “Engineer’s Representative” shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer, APM / PM / Dy. CPM / Add. CPM of DFCCIL in direct charge of the work and shall include any Sr. Sec. / Sec / Jr. Engineer / Executive / Sr. Executive, APM/PM / Dy. CPM of DFCCIL of Civil Engineering / Signal & Telecommunication Engineering / Electrical Engineering Department appointed by the Railway / DFCCIL and shall mean and include the Engineer’s Representative of the successor Railway /DFCCIL. g. “Contractor” shall mean the person / Firm / Company whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns. h. “Contract” shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of Railway/DFCCIL modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract. j. “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. k. “Drawing” shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.

	<p>l. “Drawing” shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.</p> <p>m. “Constructional Plan” shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.</p> <p>n. “Temporary Works” shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.</p> <p>o. “Site” shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.</p> <p>p. “Period of Maintenance” shall mean the defect liability period from the date of completion of the works as certified by the Engineer.</p> <p>q. “DFC” means DFCCIL Ajmer Unit.</p> <p>r. “ALH” means Auto Location Hut.</p> <p>s. “TH” means Telecom Hut.</p> <p>t. “IMD” Means Integrated Maintenance Depot.</p> <p>u. “IMSD” means Integrated Sub Maintenance Depot.</p> <p>(B) Singular and Plural:- Words importing the singular number shall also include the plural and vice versa where the context requires.</p> <p>(C) Headings & marginal headings:-The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.</p>
1.2	Schedule of Rates as amended / corrected up to latest correction slips, IR specifications/Guidelines updated with correction slips, relevant BIS codes updated with correction slips will be applicable, copies of which can be seen in the office of GM/CO., DFCCIL, Ajmer.
1.3	All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2.0	Drawings for the Work: The Drawing for the work can be seen in the office of GM/CO., DFCCIL, Ajmer, at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time. As per Clause No. 2 of tender form 2nd sheet Annex.I Part-I of GCC-2020,
3.0	Tender Form embodies the contents of the contract documents either directly or by reference, e-Tender Forms shall be issued free of cost to all tenderers. As per Clause No.3 of Part-I of GCC-2020 , with up to date correction slip
3.1	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. As per Clause No. 1.2 (n) of Part-I of GCC-2020 , with up to date correction slip

3.2	<p>The Tenderer(s) shall quote his / their rates as a percentage above or below the Schedule of Rates of DFCCIL except where he/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the DFCCIL. The DFCCIL does not guarantee work under each item of the Schedule. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by DFCCIL. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.</p> <p>As per Clause No. 3 of tender form 2nd sheet Annex. I Part-I of GCC-2020, with up to date correction slip.</p>				
4.0	<p>Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tenderer(s) in his/their entries must be attested by him / them. As per Clause No. 4 of tender form 2nd sheet Annex. I Part-I of GCC-2020 , with up to date correction slip</p>				
5.0	<u>EARNEST MONEY</u>				
5.1	<p>For the subject tender, the Earnest Money deposit shall be Rs <u>4.24.200.00</u> and shall be governed by Para 5.1.1 below.</p>				
5.1.1	<p>In case the Earnest Money Deposit for the tender is applicable, the below instructions shall be applicable.</p> <p>The copy of letter of approval of competent authority for the EMD has been uploaded.</p> <p>(a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be as under : Value of the Work Earnest Money Deposit (EMD)</p> <table><tr><td>For works estimated to cost up to Rs. 1 Crore</td><td>2% of the estimated cost of the work</td></tr><tr><td>For works estimated to cost more than Rs. 1 crore</td><td>Rs. 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs. 1 crore subject to a maximum of Rs. 1 crore</td></tr></table> <p>Note :</p> <p>(i) The earnest money shall be rounded off to the nearest Rs. 100. This earnest money shall be applicable for all modes of tendering.</p> <p>(ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ shall be exempted from payment of earnest money deposit detailed above.</p> <p>(iii) 100% Govt. owned PSUs shall be exempted from payment of earnest money deposit detailed above.</p> <p>(iv) Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.</p> <p>(v) In lieu of Bid security, exempted firm shall submit Bid security Declaration” in format as specified as Annexure-XXXV. This will be mandatory for all such exempted firms.</p> <p>(b) 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 resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.</p> <p>(c) If his tender is accepted this earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause</p>	For works estimated to cost up to Rs. 1 Crore	2% of the estimated cost of the work	For works estimated to cost more than Rs. 1 crore	Rs. 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs. 1 crore subject to a maximum of Rs. 1 crore
For works estimated to cost up to Rs. 1 Crore	2% of the estimated cost of the work				
For works estimated to cost more than Rs. 1 crore	Rs. 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs. 1 crore subject to a maximum of Rs. 1 crore				

	<p>16 of the Standard General Conditions of Contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the 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.</p> <p>As per Clause No. 5 – 1 (a) of Part-I of GCC-2020, with up to date correction</p>
5.2	<p>The Earnest Money shall be deposited through e-payment gateway through IREPS or as mentioned in tender documents. As per Clause No. 5 – 2 of Part-I of GCC-2020, with up to date correction slip</p>
5.3	<p>(a) The tender must be accompanied by a sum of ₹ 4,24,200.00 as Earnest Money deposited through e-payment gateway or as mentioned in tender documents, failing which the tender shall not be considered. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ (on submission of Registration Certificate issued by appropriate authority) and 100% Govt. owned PSUs shall be exempted from payment of Earnest Money. Labour Cooperative Societies shall deposit only 50% of the earnest money.</p> <p>(b) The Tenderer(s) shall keep the offer open for a minimum period of 45 days (in case of two packet system of tendering 60 days) from the date of opening of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the GM/CO., DFCCIL, Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the DFCCIL.</p> <p>(c) If his tender is accepted the earnest money (If Applicable) mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation to the Earnest Money that may happen thereto while in their possession, nor be liable to pay interest thereon.</p> <p>(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards full Security Deposit, the DFCCIL shall return the Earnest Money so retained to the Contractor.</p> <p>As per Clause No. 6 of Tender Form (second sheet) Annex.I of Part-I of GCC 2020, with up to date correction slip</p>
6.0	<p>Rights of the DFCCIL to deal with Tender: The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.</p> <p>As per Clause No. 7 of Tender Form (second sheet) Annex.I of Part-I of GCC 2020, with up to date correction slip</p>
6.1	<p>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.</p> <p>As per Clause No. 8 of Tender Form (second sheet) Annex. I of Part-I of GCC 2020, with up to date correction slip</p>
6.2	<p>If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the DFCCIL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the DFCCIL shall deem such tender as cancelled, unless the firm retains its character.</p>

	As per Clause No. 9 of Tender Form (second sheet) Annex. I of Part-I of GCC 2020 , with up to date correction slip
7.0	<u>SYSTEM OF TENDERING</u>
7.1	<p>Two Packets System of Tendering: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted for contract valuing more than Rs. 10 crores or as advised by DFCCIL Board time to time by updated policy guide lines.</p> <p>For Works and Service tenders of value more than Rs. 50 Cr., the Clause no. 25.0 of Electronic Reverse Auction will be applicable</p> <p>As per (a) Clause No. 7A of Part-I of GCC 2020, with up to date correction slip</p>
7.2	Single Packet Tender-: In case of tenders costing less than Rs. 10 Crore single packet tender system will be followed and technical & financial offer of the tenderer/s shall be opened and evaluated at the same time.
7.3	Tenderer should submit the offer with due diligence after going through the tender documents.
7.4	<p>Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.</p> <p>As per Clause No. 7B of Part-I of GCC 2020, with up to date correction slip</p>
8.0	<p>Execution of Contract Document: The tenderer whose tender is accepted shall be required to appear in person at the office of GM/CO., DFCCIL, Ajmer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear and execute the contract agreement within seven days of notice from DFCCIL that the Contract Agreement is ready. The Contract Agreement shall be entered into by DFCCIL only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the DFCCIL shall be entitled to forfeit the full amount of the Earnest Money and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.</p> <p>As per clause No. 8 of Part-I of GCC-2020 , with up to date correction slip</p>
8.1	<p>In case, the particular work is charged to EBR (IF), than the Indian Railway Finance Corporation (IRFC) shall also be the party in the contract agreement. After submission of valid performance guarantee, the contract agreement shall be entered into between Indian Railways (IR), Indian Railways Finance Corporation (IRFC) and the tenderer, whose tender is accepted. The Contract Agreement shall be signed as per Annexure XXVIII of the STD. The format at Annexure IV of GCC 2020 shall not be applicable for Contract Agreement of EBR (IF) funded contracts.</p> <p>As per Railway Board's letters no 2018/AC-II/1/57(pt.) dated 20.03.20 for EBR(IF) funded contracts</p>

9.0	<p>Documents to be Submitted Along with Tender</p> <p>(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / HUF/Company / Joint Venture (JV) / Registered Society / Registered Trust / LLP etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, authorized signatory and copy of PAN Card along with their tender as per proforma given in Annexure I (mandatory). Tender shall be submitted and signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.</p> <p>(ii) The various documents to be submitted by the tenderer are as per clause 14 (ii) of the GCC 2020, the tenderer shall ensure submission of mandatory document as listed in para 16 below along with the offer.</p> <p>(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.</p> <p>(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF etc. shall be neither asked nor considered, if not submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway/DFCCIL's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.</p> <p>(v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.</p> <p>(vi) The DFCCIL will not be bound by any change in the composition of the firm made subsequent to the submission of tender. DFCCIL may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.</p> <p>As per Clause No. 14 of Tender Form (second sheet) Annex. I of Part-I of GCC-2020, with up to date correction slip</p>
10.0	<p>The tenderer whether sole proprietor/ HUF/ Company or a partnership firm / LLP / joint venture (JV) / registered society / registered trust etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.</p> <p>As per Clause No. 15 of Tender Form (second sheet) Annex. I of Part-I of GCC-2020, with up to date correction slip</p>

11.0	<p>Employment/Partnership etc. of Retired Railway/DFCCIL Employees:</p> <p>(a) Should a tenderer</p> <p>i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the Railways/DFCCIL owned and administered by the President of India for the time being, OR ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors</p> <p style="text-align: center;">AND</p> <p>in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender</p> <p style="text-align: center;">THEN</p> <p>the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.</p> <p>b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the Railways/DFCCIL owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.</p> <p>(c) Should a tenderer or Contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of proprietorship firm/ partnership firm/ company / joint venture (JV) / registered society / registered trust/ LLP/ HUF etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the Engineering or any other department of the Railways/DFCCIL, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in clause 62 of standard general conditions of contract.</p>
	<p>Note:-If information as required as per 11 (a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of Contract. As per Clause No. 16, of Tender Form (second sheet) Annex. I of GCC-2020, with up to date correction slip</p>

12.0	<p>Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.</p> <p>As per Clause No. 4 of Part-I of GCC-2020, with up to date correction slip</p>
13.1(A)	<p>(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive in accordance with the provisions of Clause-37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer. (As per Clause No. 6 (a)(i) of G.C.C. 2020 Part-I with up to date correction slip)</p> <p>(ii) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective State's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderer(s) will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates. (As per Clause No. 6 (a) (ii) of G.C.C. 2020 Part-I with up to date correction slip)</p> <p>(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority. (As per Clause No. 6 (a) (iii) of G.C.C. 2020 Part-I with up to date correction slip)</p> <p>(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.</p> <p>As per Clause No. 6(a)(iv) of Part-I of GCC-2020, with up to date correction slip.</p>
13.1(B)	<p>When work is tendered for by a firm or company, the tender shall be digitally signed by the individual legally authorized to enter into commitments on their behalf.</p> <p>As per Clause No. 6(b) of Part-I of GGC-2020, with up to date correction slip</p>
13.1(C)	<p>In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hiccups and delay in uploading the Documents and payment of Earnest Money etc. Tenderers/Prospective bidders are advised to upload their offer well in time. DFCCIL will not be responsible for any delay/non submission of offer due to any reason whatsoever.</p>
13.1(D)	<p>The DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.</p> <p>As per Clause No. 6 (c) of Part-I of GCC-2020, with up to date correction slip.</p>

13.2	The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-II . Non submission of the certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. As per Clause No. 6.1 of Part-I of GCC-2020, with up to date correction slip.
14	<u>RIGHT OF DECCIL TO DEAL WITH TENDERS</u>
14.1	If, the DFCCIL decides to negotiate, in view to bring down the rates, the tenderer, who is called for negotiation, shall furnish the following form of declaration before commencement of the negotiation: I/wedo declare that in the event of failure of the contemplated negotiations relating to Tender No.dated..... Opened on my original tender shall remain open for acceptance on its original terms and conditions up to the date specified in the tender or the date extended by mutual agreement from time to time.
14.2	The tenderer/s are required to quote his/their rates as % (percentage) Above/Below /At Par in figures on IREPS while submitting his/their offer.
15.0	<u>ELIGIBILITY CRITERIA</u>
15.1	Technical Eligibility Criteria The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: Three similar works, each costing not less than the amount equal to 30% of advertised value of the tender, or Two similar works, each costing not less than the amount equal to 40% of advertised value of the tender, or One similar work, each costing not less than the amount equal to 60% of advertised value of the tender. Note:- The similar nature of work defined is “To carry out the work related to Repairing/Refixing/Replacement/Construction/Maintenance of Signalling Assets in Indian Railways or in Railway PSUs like RVNL, IRCON, RITES, DFCCIL etc. or in Metro Railways or in any other reputed Govt. organization.”
15.1.2	Technical Eligibility Criteria for JV ('a' or 'b' mentioned hereunder): Not Applicable
15.2	Financial Eligibility Criteria: The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client and/or Audited Balance Sheet duly certified by the Chartered Accountant /Certificate from Chartered Accountant duly supported by Audited Balance Sheet. Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India. As per Clause No. 10.2 of Tender Form (second Sheet) of Annex. I of Part-I of GCC2020, with up to date correction slip.
15.2.1	Financial Eligibility for JV- Not Applicable in this tender.
15.3	Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure VI of GCC. (Not Applicable in this tender) As per Clause No. 10.3 of Tender Form (second Sheet) of Annex.I of Part-I of GCC-2020, with up to date correction slip.

15.3.1	Bid Capacity for JV- Not Applicable in this tender.
15.4	No Technical and Financial credentials are required for tenders having value up to Rs 50 lakh.
15.5	<p>1. The NIT cost of the tender is Rs 5,48,37,918.20</p> <p>For the Technical Eligibility Criteria the similar nature of work defined is “To carry out the work related to Repairing/Refixing/Replacement/ Construction/ Maintenance of Signalling Assets in Indian Railways or in Railway PSUs like RVNL, IRCON, RITES, DFCCIL etc. or in Metro Railway or in any other reputed Govt. organization.”</p> <p>“Secondary Components-(Not Applicable in this Tender).</p>
15.6	<p><u>Note to Para 15</u></p> <p>Certificate issued by Chartered Accountants based on the audited balance sheets will also be accepted.(as per Annexure-VIII)</p> <p>The criteria for completed works shall be as under :-</p> <p>(a) Entire work has to be completed in all respects as per contract agreement. Part completed work shall not be considered.</p> <p>(iii) Completion certificate from following organizations shall only be considered:-</p> <p>(a) The work(s) should have been directly awarded to the tenderer by Govt. Organization/ Semi Govt. Organization/ Public Sector Undertaking / Autonomous bodies/ Municipal Bodies/Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender</p> <p>The credentials of a wholly owned subsidiary of a parent company will also be considered in respect of works mentioned above if tender is submitted by the parent company.</p> <p>(b) Completion certificate should be as per proforma given in Annexure- IV-A or IV-B or IVC, as applicable or in the format containing all information required as per the Annexure- IV-A or IV-B or IV-C.</p> <p>(c)Work experience certificate issued by Public listed company shall be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate the relevant copy of work order, bill of quantities bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received a copy of final/last bill paid by company in support of above work experience certificate.</p>

	<p>Details of works physically completed should be submitted in the proforma as per ‘Annexure-III’.</p> <p>(iv) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered.</p> <p>In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deduction is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deduction is to be considered.</p> <p>However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility.</p> <p>(v) The amount given at Sr. No. 11 in proforma vide Annexure-IV for the completion certificate will be the value of completed work, if nomenclature of work as given in completion certificate matches with similar nature work.</p> <p>(vi) The amount mentioned at Sr. No. 12 in ‘Annexure-IV’ for the completion certificate shall be the value of completed work if the nomenclature of completed work includes additional components of work which are not matching with similar nature of works.</p> <p>(vii) Certificate from private individuals for whom such works are executed shall not be considered for eligibility.</p> <p>(viii) Conditional tenders are liable to be rejected straight away. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever.</p>
15.7	<p>Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:</p> <p>The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.</p>
15.8	<p>Explanation for clause 15 (clause 15.1 to 15.6) - Eligibility Criteria:</p> <ol style="list-style-type: none"> 1 In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials. 2 If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials. 3 If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials. 4 In case a work is considered similar in nature for fulfillment of technical

credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

5 The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.

6 In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc.

7 In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

8 In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.

9 Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A & B partners in any other partnership firm or propriety firm without leaving partnership firm of A & B partners.

10 In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.

11 If percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.

12 In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.

13 In case a tenderer is LLP, the credentials of tenderer shall be worked out on above

	lines similar to a partnership firm. 14 In case company A is merged with company B, then company B would get the credentials of company A also.
16.0	The list of documents to be uploaded by the tenderer(s) for this tender.
16.1	Following documents are common for all types of firm i.e. Sole proprietorship, Partnership, Limited Liability Partnership Firm, Registered Society/ Trust, Limited Company or JV.
(a)	Firm details as per proforma given in Annexure-I (Mandatory) .
(b)	A Copy of the Certificate as per proforma given in Annexure-II (Mandatory) .
(c) (i)	List of similar nature of works physically completed in all respects during last 7 years, ending last day of month previous to one in which tender is invited, shall be submitted as per Performa given in Annexure-III for works (i) directly awarded by Govt./Semi Govt./Public sector undertaking / Autonomous bodies /Municipal bodies/ Railway Siding owners (ii)Concessionaire (to whom the work is awarded by Indian Railways/ DFCCIL/NHAI/ PWD/State Road Development Corporation on PPP/DBFOT or any other mode) (iii) Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender Note- Works under item (ii) are to be submitted only for tenders costing Rs.50.00 Cr. and above
(ii)	Details of similar nature of works successfully during last seven years, ending last day of month previous to the one in which tender is invited as per Performa given in Annexure-III
(d)	Attested copy of Completion Certificate of works mentioned in para (c) above from the Organizations with whom they worked as per proforma given in Annexure-IV-A or IV-B or IV-C as applicable. (Mandatory)
(e)	Secondary Components-<u>(Not Applicable in this Tender)</u>.
(f)	List of works on hand, existing commitments and balance amount of ongoing works as per format given in ' Annexure-V duly verified by Chartered Accountant to evaluate bid capacity of the tenderer (Mandatory for tender value more than Rs. 20 crores)
(g)	A statement showing construction works executed and payment received during the previous three financial years and the current financial year (up to date of inviting tender), taking into account the completed as well as work in progress as per Annexure-XIX on the letter head of Chartered Accountant, to evaluate bid capacity of the tenderer (Mandatory for tender value more than Rs. 20 Crores)
(h)	List of plants & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in Annexure-VI .
(i)	List of Personnel, Organization available on hand and proposed to be engaged for the subject work in Annexure -VII .

(j)	In case Earnest money for the tender is Rs. 4,24,200/- as per para 5.1.1 above, Earnest Money in proper form Earnest money should be submitted by the tenderer only through net banking or e-payment gateway through IREPS. (Mandatory only in case earnest money is prescribed for the tender). In case the tenderer is:- (i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' – shall be exempted from payment of Earnest Money deposit and shall submit certified copy of the registration/ Valid document issued by DIPP (mandatory if applicable) (ii) 100% Govt. owned PSUs- shall be exempted from payment of Earnest Money deposit and shall submit certified copy of the registration/ Valid document issued by the relevant Ministry (Mandatory if applicable). (iii) Labour Cooperative Societies – shall deposit only 50% of the Earnest Money Deposit and shall submit certified copy of the registration/ Valid document issued by the relevant Ministry/ Labour commission (Mandatory if applicable).
(k)	Contractual Receipts for the last three years and current financial year with supporting documents required as per Annex. VIII (Mandatory.)
(l)	Self-attested copy of Permanent Account Number (PAN) issued by Income Tax Department.
(m)	The tenderers are required to submit the test report of the stone ballast conforming to Railways specifications as given in the Para 7.0 of Important Codal Provision of Tender Document. (Applicable only for the tenders of supply of ballast). The test report is <u>Not required for this tender.</u> (Mandatory if marked as required) * .
(n)	The tenderers are required to submit the information and particulars regarding retired Railway/DFCCIL Engineer(s)/Officer(s) of the Gazetted rank and regarding Relative(s) employed in Gazetted capacity on DFCCIL as per proforma given in Annexure XXIII. (Mandatory).
16.2	In addition to Para 16.1 above certain more documents are to be submitted by tenderers as per status of their firms and are Mandatory . These documents are listed below
16.2.1	<u>For Sole Proprietorship firm</u> a) Affidavit as per proforma given of Annexure –IX (duly executed on stamp paper and notarized). b) Special power of Attorney to be submitted by sole proprietor firm as per proforma given in Annexure XIV (duly registered with the Registrar or notarized). (Not required if tender documents are submitted by proprietor himself as per (a) above)
16.2.2	<u>For HUF (Hindu Undivided Family)</u> (a) Affidavit as per proforma given of Annexure –XXIX (duly executed on stamp paper and notarized). (b) Special power of Attorney to be submitted by the HUF as per proforma given in Annexure XXX (duly registered with the Registrar or notarized). (Not required if tender documents are submitted by Karta of the HUF, himself as per (a) above)

16.2.3	<p><u>For Partnership firm</u></p> <p>a) A copy of Partnership Deed (Notarized or duly registered with the Registrar prior to date of tender opening as per the Indian Partnership Act)</p> <p>(b) Special Power of attorney to be submitted by Partnership firm in favour of the individual to sign the tender on behalf of the firm and create liability against the firm as per proforma given in Annexure-XIII (duly registered with the Registrar or notarized). (Required even if one or more partners are authorized in Partnership deed itself to sign on behalf of the firm as given in (a) above.</p> <p>(c) Declaration by the newly formed partnership firm as per proforma given in Annexure-XXXI. (Mandatory if tenderer is newly formed partnership firm)</p> <p>(d) Declaration by the existing partnership firm as per proforma given in Annexure-XXXII. (mandatory if tenderer is an existing partnership firm)</p> <p>(e) With respect to the declaration above, in case of Newly formed partnership firm has/ have as one or more partner(s) from previous propriety firm(s) or dissolved previous partnership firm(s) or LLP firm or split previous partnership firm(s) or LLP firm, Existing partnership firm (a) joining of new one or more partner(s) in the existing partnership firm, (b) quitting of new one or more partner(s) from the existing partnership firm –</p> <p>Following additional documents are required to be furnished (mandatory as applicable)</p> <ol style="list-style-type: none"> (1) Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I (2) A copy of previous partnership Firm (Notarized or duly registered with the Registrar) (3) Affidavit as per proforma given of Annexure –IX for previous Propriety firm (duly executed on stamp paper and notarized). (4) Copy of previous LLP agreement and certificate of incorporation. (5) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm) (6) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, (7) LLP firm or propriety firm (8) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para 16.1 (c), (d), (f),(g), (k) above. <p>As per Clause No. 14(ii)(c), 15, 18 & explanation to Clause 10.1 to 10.5 of Annex. I Part-I of GCC-2020, with up to date correction slip)</p>
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16.2.4	<p><u>For Company registered under Companies Act 2013</u></p> <p>a) Copy of Memorandum of association/ Articles of Association of Company.</p> <p>b) Copy of Certificate of Incorporation</p> <p>(c) Copy of resolution passed by Board of Directors authorizing its Director/Employee to deal with tender on behalf of company</p> <p>(d) Special Power of Attorney/ Authorization issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign the MOU/ JV agreement on behalf of the company and create liability against the Company, as per proforma given in Annexure-XV (duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (c) above)</p> <p>(e) Declaration regarding constitution of the Company, for merging of another company, details required for the entire period for last seven years as per proforma given in Annexure-XXXIII. (mandatory)</p> <p>(f) Following additional documents are required to be furnished (mandatory in case of merger with another company)</p> <p>(1) Details of company getting merged as per annexure I</p> <p>(2) Copy of Memorandum of Association/ Articles of Association of the Company getting merged</p>
	<p>(3) Copy of certificate of incorporation of previous company getting Merged</p> <p>(4) Resolution by the Board of Directors for the Merger of the company(s) with the tenderer</p> <p>(5) Proof of surrender of previous PAN no</p> <p>(6) Document for the technical, financial criteria, bid capacity as claimed w.r.t. such Company(s) joining the new/Existing Company as per para 16.1 ©, (d), (f), (g), (k) above.</p> <p>As per Clause No. 14 (ii)(e), 15 & explanation to Clause 10.1 to 10.5 of Annex. I Part-I of GCC-2020, with up to date correction slip</p>

16.2.5	<p><u>For LLP Firm Registered under LLP Act 2008</u></p> <p>(a) A copy of LLP Agreement.</p> <p>(b) A copy of certificate of Incorporation and</p> <p>(c) A copy of resolution passed by partner of LLP firm for submitting tender by LLP firm and to deal with tender on behalf of the firm as per proforma given in Annexure-XXI.</p> <p>(d) Special Power of Attorney/ Authorization issued by LLP firm in favour of the individual to sign the tender on behalf of the LLP firm and create liabilities against the LLP as per proforma given in Annexure-XXV (duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (c) above)</p> <p>(e) Declaration by the newly formed LLP firm as per proforma given in Annexure-XXXI. (mandatory if tenderer is newly formed partnership firm)</p> <p>(e) Declaration by the existing LLP firm as per proforma given in Annexure-XXXII. (mandatory if tenderer is an existing partnership firm)</p> <p>(f) With respect to the declaration above, in case of</p> <p>(1) Newly formed LLP firm has/ have as one or more partner(s) from previous propriety firm(s) or dissolved previous partnership firm(s) or LLP firm or split previous partnership firm(s) or LLP firm, Existing LLP firm (a)joining of new one or more partner(s)in the existing LLP firm,</p> <p>(2) quitting of new one or more partner(s)from the existing LLP firm –</p> <p>Following additional documents are required to be furnished (mandatory as applicable)</p> <p>(1) Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I</p> <p>(2) A copy of previous partnership Firm (Notarized or duly registered with the Registrar)</p> <p>(3) Affidavit as per proforma given of Annexure –IX for previous Propriety firm (duly executed on stamp paper and notarized).</p> <p>(4) (4)Copy of previous LLP agreement and certificate of incorporation.</p> <p>(5) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm)</p> <p>(6) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, LLP firm or propriety firm)</p> <p>(7) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para 16.1 (c), (d), (f),(g), (k) above.</p> <p>As per Clause No. 14(f), 15 & explanation to Clause 10.1 to 10.5 of Annex. I Part-I of GCC2020, with up to date correction slip</p>
16.2.6	<p><u>For Registered Society & Registered Trust</u></p> <p>(a) A copy of the certificate of registration.</p> <p>(b) A copy of Deed of Formation.</p> <p>(c) A copy of Special Power of Attorney/ Authorization in favour of the individual to sign the tender and create liabilities against the Registered Society/ Trust as per proforma given in Annexure-XXII (duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (a), (b) above)</p> <p>As per Clause No. 14(g), 15 Annex. I Part-I of GCC-2020, with up to date correction slip</p>
16.2.7	<p><u>For JV firm</u> Following documents are mandatorily to be submitted by constituents of the JV firm depending upon their status</p> <p>As per clause no. 14(d), 17.0 Annex.I Part-I, GCC-2020, with up to date correction slip</p>

	a) Memorandum of Understanding of JV as per pro forma given in Annex. X (duly executed on stamp paper and notarized)
16.2.7.1	<p><u>Documents mandatory for Sole Proprietorship firm participating as member of JV</u></p> <p>(a) Affidavit as per proforma given of Annexure –IX (duly executed on stamp paper and notarized).</p> <p>(b) Special Power of Attorney to be submitted by Sole Proprietor participating as member of JV firm as per proforma given in Annexure-XII(duly registered with the Registrar or notarized) (Not Required if MOU/JV agreement is signed by the sole Proprietor himself as per (a) above).</p> <p>As per Clause No.15 Annex.I of Part-I GCC-2020, with up to date correction slip</p>
16.2.7.2	<p><u>Documents mandatory for HUF (Hindu Undivided Family) participating as member of JV</u></p> <p>(a) Affidavit as per proforma given of Annexure –XXIX (duly executed on stamp paper and notarized).</p> <p>(b) Special Power of Attorney to be submitted by HUF participating as member of JV firm as per proforma given in Annexure-XII(duly registered with the Registrar or notarized) (Not required if MOU/JV agreement is signed by the Karta of HUF himself as per (a) above).</p> <p>As per Clause No. 17.14.2, 15 Annex. I of Part-I GCC-2020, with up to date correction slip</p>
16.2.7.3	<p><u>Documents mandatory for partnership firm participating as member of JV</u></p> <p>(a) Copy of Partnership Deed (duly registered with the Registrar or notarized prior to date of tender opening as per the Indian Partnership Act.).</p> <p>(b) Copy of letter of consent of all the Partners or individual authorized by partnership firm to enter into JV Agreement as per proforma given in Annex-XI(duly executed on stamp paper).</p> <p>(c) Special Power of attorney to be submitted by Partnership firm in favour of the individual to sign the tender, to sign the MOU/JV agreement on behalf of the Partnership Firm and to create liability against the firm as per proforma given in Annexure-XVIII (duly registered with the Registrar or notarized). (Required even if MOU/JV agreement is signed by one or more partners authorized in Partnership deed, letter of consent to sign on behalf of the firm is given in (a), (b) above)</p> <p>As per Clause 17.14.1, 15 & 18.2 of Annex.I Part-I GCC-2020, with up to date correction slip</p>
16.2.7.4	<p><u>Documents mandatory for Company participating as member of JV</u></p> <p>a) A Copy of Memorandum of Association/ Articles of Association of Company.</p> <p>b) A Copy of certificate of Incorporation</p> <p>c) A Copy of resolutions passed by Board of Directors of the Company permitting the Company to enter into a JV agreement, to be submitted as per Annexure-XVII.</p> <p>d) Special Power of Attorney/ Authorization issued by the Company (backed by the Resolution of Board of Directors) in favour of the individual to sign the tender, to sign the MOU/JV agreement on behalf of the company and create liability against the Company, as per proforma given in Annexure-XII (duly registered with the Registrar or notarized). (Required even if MOU/JV agreement is signed by the authorized/ power of attorney holder himself as per (c) above)</p> <p>As per Clause No. 17.14.3, 15 of Annex.I Part-I GCC-2020, with up to date correction slip</p>
16.2.7.5	<p><u>Documents mandatory for LLP Firm participating as member of JV</u></p> <p>(a) A copy of LLP agreement.</p> <p>(b) A copy of Certificate of incorporation</p> <p>(c) A copy of Resolution passed by the partners of LLP firm permitting the firm to enter into a JV agreement to be submitted as per proforma given in Annexure-XXIV</p> <p>(d) Special Power of Attorney/ Authorization issued by LLP firm (backed by resolution of partners) in favour of the individual to sign the tender, sign the MOU/ JV agreement on behalf</p>

	of the LLP firm and create liabilities against the LLP firm as per proforma given in Annexure XX (duly registered with the Registrar or notarized).(Required even if MOU/JV agreement is signed by the authorized/ power of attorney holder himself as per (c) above)
16.2.7.6	<p><u>Documents mandatory for Registered Society and Trust participating as a Member of JV</u></p> <p>(a) A copy of Deed of Formation</p> <p>(b) A copy of certificate of Registration.</p> <p>(c) A copy of Resolution passed by the executive members of Registered Society/Trust permitting the registered society/Trust to enter into a JV agreement as per proforma given in Annexure XXVI.</p> <p>(d) Special Power of Attorney/ Authorization issued by the registered society/ trust (backed by resolution of partners) in favour of the individual to sign the tender, to sign the MOU/ JV agreement and create liabilities against the Registered Society/ Trust as per proforma given in Annexure-XXVII(duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (c) above)</p>
	<p><u>Note to Para 16</u></p> <ol style="list-style-type: none"> 1. The tenderers shall submit a certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-II as mentioned in clause No. 16.1(b). Non submission of a certificate by the bidder shall result in summarily rejection of his/their bid. And it shall be mandatorily incumbent upon 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. 2. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned. 3. The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. 4. Any such verification or lack of such verification by the DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the DFCCIL there under. <ol style="list-style-type: none"> 4.1 In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire DFCCIL for 5(five) years. 4.2 In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee and Security Deposit available with the DFCCIL shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to five years. 5. No post tender submission of documents shall be permitted in respect of tender. However, only clarification can be called for by DFCCIL in respect of any part / document submitted by the tenderer which shall be responded to by the tenderer within 10 working days of the date of issue of such letter for clarifications, failing

	<p>which the offer shall be dealt with as per available documents.</p> <p>6. The documents mentioned 'mandatory' in clause No. 16 above are required to be uploaded by the contractor with tender document. If any of these documents is not uploaded along with the tender, the offer shall be summarily rejected.</p> <p>7. In addition to above Tenderer have to certify that neither I/We (name of the sole Proprietor firm/ Partnership Firm/Limited Company/ LLP/Registered Society/Trust / JV firm) nor any of the partner or partnership firm/ LLP /Member of Registered Society/ Trust / Constituent of JV firm including partner of partnership firm in JV has/ have been black listed or debarred by DFCCIL or any other Ministry /Department/ Public Sector Undertaking of the Government of India/ any State from participation in tenders/contract on the date of opening of bids either in our individual capacity or in any firm in which we are partners.</p> <p>As per Clause No. 11(v),11(vi) Annexure 1 part I of GCC-2020, with up to date correction slip</p>
17.0	<p>Participation of Partnership Firms in works tenders</p> <p>The partnership firm shall be governed as per Clause No. 18.1 to 18.12 of Tender Form (second Sheet) Annex. I Part-I of GCC-2020, with up to date correction slip.</p>
18.0	<p>Participation of Joint Venture (JV) in Works Tender shall be governed as per Clause No. 17 of Tender Form (second Sheet) Annex. I Part-I of GCC-2020, with up to date correction slip. :</p> <p>Not Applicable in this Tender.</p>
19.	<p>The tenderer shall submit the original copies of the documents as per Annexure II, IX, X, XI, XII, XIII, XIV, XV, XVII, XVIII ,XX, XXI, XXII, XXIII, XXIV,XXV , XXVI and XXVII as applicable for Sole Proprietor/Partnership firm/LLP/Registered Society & Trust /Limited Company/JV Firms as and when required by the DFCCIL for the verification. If the required documents are not submitted by the tenderer or any discrepancy between the scanned uploaded documents and original documents then the offer of the tenderer will be summary rejected and the action will be taken as per the various provisions of Affidavit to be submitted by the tenderer as per Annexure-II.</p>
20.0	<p>Security Deposit:</p>
20.1	<p>The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCILs as part of security for the due and faithful fulfillment of the contract by the Contractor. The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.</p> <p>Further, in case of contracts having value equal to or more than Rs. 50 crore(Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Standard General Conditions of Contract. Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Earnest Money deposited by the Contractor with his tender will be returned by the DFCCILs.</p> <p>Note: After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount</p>

	<p>from Scheduled Bank, to be submitted by him.</p> <p>As per Clause No. 16.(1) Part-II of GCC-2020 , with up to date correction slip</p>
20.2	<p>Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after the following: (a)Final Payment of the Contract as per clause 51.(1)and</p> <p>(b) Execution of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Contractor and</p> <p>(c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50 (1), in case applicable.</p> <p>As per Clause No. 51.(1) and 16.2(i) Part-II of GCC-2020, with up to date correction slip</p>
20.3	<p>Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with DFCCILs under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.</p> <p>As per Clause No. 16.2(ii) Part-II of GCC-2020, with up to date correction slip</p>
21.0	<p>No interest shall be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub Clause 16.(4)(b) of GCC2020with up to date correction slip will be payable with interest accrued thereon.</p> <p>As per Clause No. 16.3, Part-II of GCC-2020, with up to date correction slip</p>
22.0	<p>Performance Guarantee</p> <p>The procedure for obtaining Performance Guarantee is outlined below:</p> <p>(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the DFCCIL, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.The failed Contractor shall be debarred from participating in re- tender for that work.</p> <p>(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 3% of the contract value (for all tenders issued till 31.03.2023).</p>
	<p>(i) A deposit of Cash;</p> <p>(ii) Irrevocable Bank Guarantee;</p> <p>(iii) Government Securities including State Loan Bonds at 5% below the market value;</p> <p>(iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These</p>

	<p>forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;</p> <p>(v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;</p> <p>(vi) Deposit in the Post Office Saving Bank;</p> <p>(vii) Deposit in the National Savings Certificates;</p> <p>(viii) Twelve years National Defence Certificates;</p> <p>(ix) Ten years Defence Deposits;</p> <p>(x) National Defence Bonds and</p> <p>(xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of DFCCIL AJMER O & M (free from any encumbrance) may be accepted.</p> <p>(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.</p> <p>(d) The value of PG to be submitted by the Contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 3% (Three percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 3% (Three percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with DFCCIL, shall be returned to Contractor as per his request duly safeguarding the interest of DFCCIL.</p> <p>(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.</p> <p>(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with DFCCIL.</p> <p>(g) The Engineer shall not make claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the agreement) in the event of:</p> <p>(i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.</p> <p>(ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.</p> <p>The Contract being determined or rescinded under clause 62 of the GCC As per Clause No.16.(4), Part-II of GCC-2020, with up to date correction slip</p>
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23	MEASUREMENTS OF CONTRACTOR WORKS.
23.1	<p>The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / registered society /registered trust etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.</p> <p>As per Clause No. 15 of Annexure I part 1 of GCC-2020, with up to date correction slip</p>
23.2	<p>Measurement of works by DFCCIL :</p> <p>The contractor shall be paid for the works at the rates in the accepted Schedule or Rates and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one, for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the contractor's attendance, the work may be measured up in his absence and such measurements shall notwithstanding such absence, be binding upon the contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below :</p> <p>a) It shall be open to the contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.</p> <p>b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.</p> <p>(As per Clause No. 45 (i), Part-II of GCC-2020, with up to date correction slip)</p>

23.2.1	<p>Measurement of Works by Contractor's Authorized Representative (In case the contract provides for the same):</p> <p>(a) The contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined under Clause 39 part II of GCC-2020, with up to date correction slip on of these conditions on the measurements taken by the contractor's authorized engineer in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.</p> <p>The date and time of test checks shall be communicated to the contractor who shall be present at the site and shall witness the test checks, failing the contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon contractor provided always that any objection made by contractor to test check shall be duly investigated and considered in the manner set out below :</p> <p>i) It shall be open to the contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned DFCCIL's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.</p> <p>ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.</p>
	<p>(b)Incorrect measurement, actions to be taken :</p> <p>If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following :</p> <p>(i) On first occasion of noticing exaggerated/false measurement, engineer shall recover liquidated damages equal to 10% of claimed gross bill value.</p> <p>(ii) On any next occasion of noticing any exaggerated/false measurement, DFCCIL shall recover liquidated damages equal to 15% of claimed gross bill value. In addition the facility of recording of measurements by contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by DFCCIL as per clause 45(i) of GCC-2020.</p> <p>The detailed procedure for recording of measurements, provisional payment, test check, final payment etc. shall be as per para 1316 A of the Indian Railway Code for Engineering Department. As per Clause No. 45 (ii), Part-II of GCC-2020, with up to date correction slip</p>
Note	<p>'Contractor's authorized engineer' shall mean a graduate engineer or equivalent, having more than 3 year experience in the relevant field of construction work involved in the contract, duly approved by APM/DPM/PM/Dy. CPM. As per Clause No. 1(1)(q), Part-II of GCC-2020, with up to date correction slip</p>
	<p>(Measurement of works by authorized representative) shall be applicable only for those contracts where specifically mentioned in additional special conditions of contract.</p>

24	PAYMENT OF CONTRACTUAL WORKS
24.1	“On-Account” Payments: The contractor shall be entitled to be paid from time to time by way of “On-Account” payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer’s/Engineer’s Representative’s certificates of measurements or Engineer’s certified “Contractor’s authorized engineer’s measurements” shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of ten percent by way of Security Deposits, until the amount of Security Deposit by way of retained earnest money and such retentions shall amount to 6% of the total value of the contract provided always that the Engineer may be any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.
24.2	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 ₹1 will be reckoned as ₹ 1.
24.3	On account Payments Not Prejudicial To Final Settlement “On-Account” payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as “Final Measurements” and as such have been signed by the Contractor and Engineer’s/ Engineer’s Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.
24.4	Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer’s certified “contractor’s authorized engineer’s measurements” of the total quantity of work executed by the Contractor up to the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1)(i) to xv (B) of Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.
25.0	<u>INSTRUCTIONS OF MODE OF PAYMENT IN WORKS TENDERS OR SERVICE TENDER THROUGH LETTER OF CREDIT (LC)</u>
25.1.1	For all the tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the option to take payment from DFCCILs through a letter of credit (LC) arrangement.
25.1.2	This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railways Electronic procurement System - the e-application on which tenders are called by DFCCILs) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.

25.1.3	The option so exercised, shall be an integral part of the bidder's offer.
25.1.4	The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
	In case tenderer opts for payment through LC following shall be the procedure to deal release of payment through LC:
	(a) The LC shall be a sight LC,
	(b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
	(c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from DFCCIL Accounts Units for tenders opened in financial year 202019. SBI branches where the respective DFCCIL Accounts Office has its Account (local SBI branch) will be the issuance/ reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
	(d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
	(e) The LC terms and conditions shall inter-alia indemnify and save harmless the DFCCIL from and against all losses, claims and demands of every nature and description brought or recovered against the DFCCIL by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by DFCCILs on this account shall be considered as reasonable compensation and paid by contractor.
	(f) The LC terms and conditions shall inter-alia provide that DFCCILs will issue a Document of Authorization (format enclosed as Annexure- 'B') after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
	(g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
	(h) The Document of Authorization shall be issued by DFCCIL Accounts Office against each bill passed by DFCCIL.
	(i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by DFCCIL Accounts Office to DFCCIL's bank (Local SBI Branch).
	(j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Bill.
	(k) The payment against LC shall be subject to verification from DFCCIL's Bank (Local SBI Branch).
	(l) The contractor's bank (advising bank) shall submit the documents to the DFCCIL's Bank (Local SBI Branch).

	<p>(m) The DFCCIL's bank (issuing bank) shall, after verifying the claim so received with reference to the digitally signed Document of Authorization received from DFCCIL Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.</p>
	<p>(n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.</p>
	<p>(o) The LC shall be closed after the release of final payment including PVC amount, if any to the contractor.</p>
	<p>(p) The release of performance guarantee or security deposit shall be dealt directly by DFCCIL with the contractor i.e., not through LC.</p>
	<p>For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as <i>Annexure- 'A'</i>.</p>

	<p style="text-align: right;"><u>Annexure-‘A’</u></p> <p style="text-align: right;">(Clause No. 24.2 of General Instructions to Tenderers)</p> <p>Request letter from Executive branch to Accounts Office for opening of LC</p> <p>Office of DFCCIL</p> <p>No..... Dated.....</p> <p>The Dy. CPM/Finance Ajmer</p> <p>Sub:- Opening of LC Ref:-Supply Order / Contract Agreement No. *****</p> <p>It is requested to open a sight LC against the above referred order/Agreement in favour of The details of beneficiary are as under:</p> <p>i) Name of Contractor/Supplier ii) Vendor code iii) Address iv) Tender No. v) Contract Agreement No. vi) Description of Goods/Service vii) Value of Contract viii) Stages of payment xi) Expected payment within 6 months (LC Amount) xii) Beneficiary bank details;</p> <p>a. Bank name b. Address c. Account No. d. IFSC Code</p> <p>It is certified that the supplier/contractor has exercised the option of taking payment due against the tender, through LC arrangement in IREPS portal at the time of bidding itself and the option has been flagged in the IREPS. This has the approval of xiii) Validity/period for which LC is to be opened.</p> <p style="text-align: right;">(Signature) Name..... Designation.....</p> <p>(Official Seal)</p>
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	<p style="text-align: right;"><u>Annexure-‘B’</u></p> <p style="text-align: center;">(Clause No. 24.1.5(f) of General Instructions to Tenderer) LCDA No. (18 DIGIT IPAS GENERATED NO.)</p> <p style="text-align: right;">Dated:</p> <p style="text-align: center;"><u>DOCUMENT OF AUTHORIZATION</u></p> <p>Reference: (i) Works Contract/ Supply Contract No..... dated..... (ii) Inland Letter of Credit No..... Dated.....</p> <p>This document is issued against contract No..... (FROM IREPS) DATED..... FOR WORK OF (DESCRIPTION OF WORK FROM IREPS).....</p> <p>The beneficiary of the aforementioned Letter of Credit M/s..... (NAME AND VENDOR CODE)..... (Vendor Code..... as per IREPS) Is entitled to receive payment aggregating INRSSS(FROM ABSTRACT OF BILL PASSED)... Out of total LC amount of INR(FROM MASTER TABLE OF LC OPENED)..... Against the first/second* commercial Invoice No. (FROM IPAS) Dated..... FROM IPAS..... for INR (FROM IPAS).....raised against the above contract from State Bank of India..... (Branch FROM LC MASTER TABLE)..... On the strength of this Certificate.</p> <p>The details of payment already made to the beneficiary under this Letter of Credit are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">S. No.</th> <th style="width: 15%;">Invoice No.</th> <th style="width: 15%;">Invoice date</th> <th style="width: 20%;">Invoice Amount (INR)</th> <th style="width: 10%;">LCDA No.</th> <th style="width: 10%;">LCDA date</th> <th style="width: 25%;">Amount paid (INR)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>							S. No.	Invoice No.	Invoice date	Invoice Amount (INR)	LCDA No.	LCDA date	Amount paid (INR)														
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	<p>Total Paid</p>																											
	<p>THIS PAYMENT: sass.....</p> <p>LC balance after this payment:</p> <p style="text-align: right;">(Signature of authorized DFCCIL authority)</p> <p style="text-align: right;">Name</p> <p style="text-align: right;">Designation</p> <p style="text-align: right;">Official Seal</p>																											
26.0	<p><u>GUIDELINES FOR ELECTRONIC REVERSE AUCTION FOR WORKS. SERVICE CONTRACTS (For tenders valued more than Rs. 50 Cr. in each case): Not Applicable</u></p>																											
27.0	<p>Order of Precedence of Documents: -</p> <p>In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:</p> <p>i. Letter of Award</p> <p>ii. Schedule of Items, Rates &</p>																											

	<p>Quantities</p> <p>iii. Special Conditions of Contract</p> <p>iv. Technical Specifications as given in tender documents</p> <p>v. Drawings</p> <p>vi. Indian Railways Standard General Conditions of Contract</p> <p>vii. IR Specifications/Guidelines Relevant B.I.S. Codes</p>
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SPECIAL CONDITION OF CONTRACT

SECTION-IV**SPECIAL CONDITIONS OF CONTRACT**

Name of work: Repairing, Refixing /Replacement & Maintenance of Signaling and Telecommunication Gears/Equipment and other related work in Madar- New Palanpur Section of Western Dedicated Freight Corridor (WDFC) under DFCCIL AJMER.

5.1 INTRODUCTION: -

5.1.1 Dedicated Freight Corporation of India (DFCCIL) is a Public Sector Undertaking under the administrative control of Government of India (Ministry of Railways) for construction, maintenance and operation of the Dedicated Rail Freight Corridors. At present the company is undertaking construction of Eastern & Western corridors and has its corporate office is at New Delhi and Field Units in various cities.

5.2 DETAILED SCOPE OF WORK**A. For Schedule items at Sr. No. 1 to 28 (SECTION-V "Schedule of Approximate Quantities & Rate")**

- 521 To carry out the work on "as & when required basis" for Schedule items at Sr. no. 1 to 28, detailed in SECTION-V "**Schedule of Approximate Quantities & Rate**" of this Tender document.
- 522 The work shall be executed at 12 WDFC Stations, 12 Block Sections & IR Connecting lines in a total stretch of approximately 370 Km under the Jurisdiction of DFCCIL AJMER as per requirement/instruction of DFCCIL site-incharge.
- 523 Tentative Locations where the work need to be executed on "as & when required basis" is tabulated below: -

Sr. No.	WDFC Station	WDFC Station Code	Block Section	IR Connecting Line
1	New Saradhana	SDHN	Madar-SDHN	-
2	New Bangurgram	BGMN	SDHN-BGMN	-
3	New Haripur	HPRN	BGMN-HPRN	BGMN-IR Bangurgram
4	New Chandawal	CNLN	HPRN-CNLN	-
5	New Marwar	MJND	CNLN-MJND	MJND-IR Marwar Jn.
6	New Jawali	JALN	MJND-JALN	-
7	New Biroliya	BRLY	JALN-BRLY	-
8	New Keshavganj	KVJN	BRLY-KVJN	-
9	New Banas	BNS	KVJN-BNS	-
10	New Swarupganj	SRPN	BNS-SRPN	-
11	New Sriamirgarh	SIMN	SRPN-SIMN	-
12	New Palanpur	PNUN	SIMN-PNUN	PNUN-IR Karzoda

- 524 The work shall be done as per instruction issued by DFCCIL site-incharge. DFCCILs SSOD (Standard Schedule of Dimensions)

- shall be followed to avoid any infringement during execution of work at the site.
- 525 The Contractor shall ensure the safety of existing assets like cables etc. during the activities like trenching, cable laying etc. and if, any of the existing cables gets damaged during the work, the repairing /replacement of the same shall be done by the Contractor at his own cost.
- 526 The Contractor shall ensure to take all safety measures during the execution of the work.
- 527 The Contractor shall arrange the space for storage & inspection of the material at his own cost or will request DFCCIL to allot the space at any of the WDFC stations/IMD/IMSD given in para 5.2.3 above. However, responsibility regarding safety & security of the stored material shall vest with the Contractor only.
- 528 Equipment/material in the schedule where RDSO/IS specification has not been stipulated, shall be procured from manufacturers of repute/ their authorized dealers/ approved source.
- 529 All the materials to be supplied by the Contractor need to be supplied at the nominated work sites as required and instructed by DFCCIL site incharge. The loading, unloading and transportation of these materials to the site of work will have to be done by the Contractor at its own cost. The security of the material brought to the site of work will remain with the Contractor till the material taken over are duly erected and accepted by the DFCCIL.
- 5210 All the material and workmanship to be used in this work shall be of extremely good quality, reputed make and shall have appropriate class in every respect and is expected to give trouble free service. DFCCIL shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship or otherwise not in accordance with the Specification and the DFCCIL's decision shall be final, even though they might have been inspected by RDSO/RITES. The Contractor shall remove forthwith any such material rejected and replace them promptly at his own cost.
- 5211 Approved Design/Drawings shall be made available to the successful tenderer on request, to identify the location of existing S&T cables and other equipment, wherever required, during the execution of work like trenching/laying/connection of Power Cables and earthing through BEC etc. at the site as per requirement, so as to ensure that no damage is done to healthy cables and other S&T gears/equipment. DFC representative shall assist the successful tenderer to interpret the drawings and specifications.
- 5212 After the issue of the Acceptance letter, the successful tenderer shall inform the concerned Dy.PM/APM/S&T of DFCCIL as per their respective jurisdiction, prior to start any execution of work at any location.
- 5213 Before carrying out the digging, trenching or any other earth related works, the Contractor shall ensure to locate & safeguard the known and unknown underground utilities by using a pre-approved scanning Equipment. The Equipment to be used for

scanning shall be got approved from DFCCIL.

- 5214 Following officials shall be the Jurisdiction wise **Site In-charge of work** for inspection of material, certification of execution of work. Filling of the measurement book issued by DFCCIL shall be the responsibility of Executive/Sr. Executive/S&T nominated by the following officers, which further has to be certified by the concerned APM/Dy.PM/S&T.

B. For Schedule items at Sr. No. 29 to 32 (SECTION-V "Schedule of Approximate Quantities & Rate")

- 5215 The Contractor/agency shall provide the MTS/Helper, Fitters and Wiremen between Madar-New Palanupur Section of WDFC or at any other office/site of DFCCIL, at the agreed rates and terms & conditions. The detailed scope of services, skills/experience and the number of outsourced personnel required and their tentative deployment is given at [Annexure-A, B & C](#) respectively of the Bid document.
- 5216 The Contractor shall ensure to take all safety measures during the execution of the work and shall work under supervision of DFCCIL S&T staff of minimum Jr. Executive Level. Scheduled Maintenance shall be carried out as per [Annexure-D](#) of this Tender Document under the Supervision and Instructions of DFC staff.
- 5217 It shall be the responsibility of the Contractor/Agency to verify the qualification and experience of the outsourced manpower deployed for the job as per Annexure-B. Candidates will be examined for performing the defined functions by DFCCIL and DFCCIL reserves the rights to verify and check the credentials and qualification of the outsourced personnel deployed by the Contractor. If during the course of engagement of any hired manpower, it comes to notice that he/she has misrepresented the fact about his/her qualification/ experience, the Contractor will have to terminate the service of such staff immediately and shall provide suitable replacement within 07 days' time.
- 5217 **Confidentiality Clauses:** - The Contractor/Agency and his personnel shall not, either during the term or after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the DFCCIL's business or operations without the prior written consent of the DFCCIL.
- 5218 If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 7 days to the Contractor to take necessary action to improve the performance of outsourced personnel and if the performance does not improve even after 7 days of such communication, the Contractor shall provide additional list of eligible/ Suitable candidates for replacement to DFCCIL within 07 days' time ,failing which the remuneration for delayed period in respect of such person will be deducted from amount

- 5219 The Contractor/Agency/firm shall be liable for and pay salaries and shall also undertake to comply with all statutory liabilities like PF, Compensation etc. including payment/ contribution towards all statutory dues connected and/or related to the employment of the deputed sent to DFCCIL and shall keep the DFCCIL indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirement and subject to deduction of any tax or other amounts as required by law or as provided herein.
- 5220 The Contractor shall make disbursement of salary to the outsourced personnel in various categories, keeping in view the Minimum wages Act 1948 and other relevant Acts and provisions under Labour Laws. The copy of the payment scroll/ bank statement shall be submitted to DFCCIL with next bill as proof of such compliance.
- 5221 The age of manpower deployed by the agency shall not exceed 55 years at any time throughout the contractual period, except up to 65 years in case when retired S&T Personnel from Railways/PSUs is engaged.
- 5222 Police verification for background check of outsource staff is required to be done by the agency and same should be submitted to DFCCIL.
- 5223 The normal area of duty of the outsourced manpower/staff shall cover the entire Jurisdiction of GM/CO./AII.
- 5224 The Contractor shall be subject to providing the agreed services to the satisfaction of DFCCIL. In case the services of the Contractor are not found satisfactory, the same can be terminated by DFCCIL on giving of a notice of one month.
- 5225 The Contractor shall not terminate the services of hired manpower/staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Contractor, such action should be taken only with approval of DFCCIL.

5.3 TIME SCHEDULE

- 531 The work shall be completed in 12 months from the date of issue of LOA (Letter of Acceptance). The outsourced manpower/staff shall be engaged initially for a period of 12 (Twelve) months. The Contractor shall be expected to mobilize and engage outsourced manpower/staff immediately after receipt of "**Letter of Acceptance**".
- 532 Duration of the contract may be further extended for one year, if so, decided by DFCCIL, with written mutual consent on existing terms and conditions or new terms and condition to be decided at the time of such extension.

5.4 MODUS OPERANDI FOR ENGAGEMENT (For Schedule items at Sr. No. 29 to 32 (SECTION-V "Schedule of Approximate Quantities & Rate")): -

- 54.1 The Successful Tenderer shall provide the list of shortlisted eligible/ suitable candidates to DFCCIL. Screening of candidate will be carried out by DFCCIL for suitability of works as prescribed in Annexure-A & B and only suitable candidates will be allowed for deployment.
- 54.2 Manpower/Personnel provided in requisite category should possess the minimum qualification and working experience as detailed in Annexure-B
- 54.3 In no way what so ever the relationship of employer and employee shall be established and entertained between the DFCCIL and the outsourced personnel engaged by the Contractor. The Contractor shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 54.4 The Contractor alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Contractor for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Contractor and the Contractor shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 54.5 The Contractor shall maintain all registers required under various Acts, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 54.6 The attendance rolls for the personnel deployed by the Contractor at the sites of DFCCIL shall be provided by the Contractor and it shall be monitored by the Contractor. These attendance rolls shall be signed by the authorized representative of Contractor who shall get it verified by the designated officer of DFCCIL.
- 54.7 Notwithstanding anything herein contained, the Contractor will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Contractor or of any persons deployed by it pursuant to the Contract.
- 54.8 The Contractor must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.
- 54.9 The engagement of outsourced personnel shall be purely on temporary basis. The Contractor shall at all times make it absolutely clear to the outsourced personnel hired through them

in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the Contractor and the staff in the circumstances provided herein above. The Contractor will have to provide suitable replacement acceptable to DFCCIL within 07 days' time.

5.5 PAYMENT TERMS: -

A. For Schedule items at Sr. No. 1 to 28 (SECTION-V "Schedule of Approximate Quantities & Rate"):

55.1 Payment shall be made on monthly basis for successful execution of work against the schedule items at Sr. No. 1 to 28, detailed in SECTION-V (**Schedule of Approximate Quantities & Rate**) 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 issued by DFCCIL and acceptable to the DFCCIL/AII.

B. For Schedule items at Sr. No. 29 to 32 (SECTION-V "Schedule of Approximate Quantities & Rate"):

55.2 Payment shall be made on monthly basis for successful deployment of actual number of outsourced manpower in requisite category as detailed in schedule items at Sr. No. 29 of SECTION-V (**Schedule of Approximate Quantities & Rate**), at the accepted rate. For Schedule items at Sr. No. 30 to 32, On-account payment will be permitted after submission of bill & filling of Measurement Book issued by DFCCIL, certification of the site In-charge for satisfactory work done by the Outsourced staff deployed at the site against the Scheduled Maintenance planned. The lump sum amount payable by DFCCIL to the Contractor shall include the remuneration payable to the outsourced person besides the margin/commission payable to the Contractor and applicable GST.

55.3 The consideration aforesaid will be paid by DFCCIL to the Contractor, against monthly invoices raised at the end of each month, by the Contractor in duplicate within 15 days.

55.3 Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL. The Contractor will not claim any compensation on account of same and will be paid as per actual Manpower deployed and at rate accepted for the tender.

55.4 The Contractor shall make actual disbursement of salary to the outsourced personnel in various categories as per terms & conditions of bid. The service provider shall provide documentary evidence to the satisfaction of DFCCIL against submission of statutory payments with appropriate authority.

55.5 The Contractor will ensure that before raising the bill on DFCCIL

for the service rendered by outsourced persons, the fee payable to outsourced person is paid on or before the 5th day of the following month and a proof of payment shall be annexed to the monthly bill.

5.5.6 In case the Contractor fails to pay the outsourced person within the above time frame the rate of penalty shall be imposed on payment of Agency's monthly payment as under: -

i) For payment to the outsourced person within 10th of the following month – **Nil**

ii) For payment to the outsourced person after 10th and up to 20th of the following month – **2%** of the delayed payment **or** Rs. 2500/- **whichever is higher.**

iii) For payment to the outsourced person after 20th and up to 30th of the following month – **10%** of the delayed payment or Rs.5000/- **whichever is higher.**

5.5.7 The outsourced personnel should be in proper Safety PPE Kit. The Service Provider will provide at least one set of PPE Kit to each staff.

5.5.8 The staff deployed by the contractor shall have their own Tools and Measuring Instruments such as Multi-meters, Clamp Meters, Screw Drivers, Pliers, Spanners, Tommy bar etc. required to carry out the work at the site.

5.5.9 DFCCIL may provide Tools & Plants including specialized tools and plants at the request of the service provider in case of emergency or special situation. In case of damage/theft of Tools & Plant so provided, cost as determined with due depreciation factor by DFCC will be recovered from the Contractor. Cost of T&P and depreciation factor will be communicated to the service provider at the time of issuing of the same.

5.6 OBLIGATION OF THE CONTRACTOR

5.6.1 The Contractor will, for the purpose, aforesaid continuously monitor the work done & services being rendered by it to ensure that these are up to the standards required by DFCCIL.

5.6.2 The Contractor shall comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.

5.6.3 The Contractor shall adhere to and comply with all the laws that may be applicable to them and will extend all the benefits/privileges as applicable to person engaged/Employed by them including that of PF, ESI, Workmen's compensation Act, Bonus,

Gratuity, minimum wages Act and leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Contractor, the Contractor alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent for discharging the obligations under this contract. The Contractor shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to DFCCIL regarding such compliance if necessary and required as per extent laws.

- 5.64 The Contractor shall decide the modus operandi as to engage men by them rendering proper and efficient services and to confirm to the prescribed standards.
- 5.65 No relationship of employer and employee shall be entertained between the DFCCIL and the persons engaged by the Contractor. The Contractor shall ensure that all the persons employed by them should be efficient, skilled, honest and conversant with the nature of the work as required.
- 5.66 The Contractor alone shall have right to take disciplinary action against any person(s) engaged/ employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Contractor for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Contractor and Contractor shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 5.67 The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules as amended up to date and shall comply with all terms and condition thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this contract.
- 5.68 The Contractor shall maintain all registers required under various Acts, which may be inspected by DFCCIL as well as the appropriate authorities at any time.
- 5.69 The attendance roll for the personnel deployed by the Contractor at the premises of DFCCIL shall be provided by the Contractor and it shall be monitored by the Contractor. The attendance roll shall be signed by the proprietor of the Contractor or his authorized representative daily who shall get it verified by the designated officer of DFCCIL.
- 5.610 DFCCIL reserves the right to increase/decrease the number of manpower under different categories depending as per its requirement.
- 5.611 The outsourced personnel working at site should be in proper

Safety PPE Kit. The Contractor will provide at least one set of such safety PPE kit to each staff.

- 5.6.12 In case the outsourced personnel deployed by the Contractor is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
- 5.6.13 Notwithstanding anything herein contained, the Contractor will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or laps on the part of the Contractor or of any persons deployed by its pursuant to the contract.
- 5.6.14 The Contractor is aware that the services similar to those covered by this contract are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
- 5.6.15 The Contractor must also be able to arrange for the replacement of the existing outsourced person, as per the instruction of DFCCIL.
- 5.6.16 The engagement of outsourced staff shall be purely on temporary and on contract basis. The Contractor shall at all times make it absolutely clear to the staff hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any staff hired for DFCCIL can be removed any time by giving notice to the Contractor and the staff in circumstances provided herein above. The Contractor will have to provide suitable replacement acceptable to DFCCIL within 7 days' time.
- 5.6.17 The services of the outsourced person engaged are liable to be transferred anywhere from one department to another and one place to another without any extra remuneration depending on exigencies of the work.

- 5.618 The outsourced person shall all the time maintain absolute integrity and devotion to duty and conduct himself/ herself in a manner conducive to the best interests, credits and prestige of DFCCIL.
- 5.619 The Contractor shall ensure that complete confidentiality is maintained by it and all its outsourced persons with regard to all information relating to DFCCIL, its premises, clients business, assets, affairs and employees and that neither the Contractor nor its persons will any time divulge or make known to any third parties, any trust, accounts, matters of transactions whatsoever pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention.
- 5.620 The Contractor shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/ or arising out of the failure of the Contractor to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- 5.621 It is mandatory that Contractor provides adequate insurance cover to the outsourced persons for death, disabilities, sickness etc. DFCCIL shall not be liable to pay or bear any premium/ compensation at any stage in respect of Insurance made by the Contractor to cover the risk (death, disability, sickness).
- 5.622 The Contractor shall provide identity cards bearing the photographs to the all- outsourced persons deployed in DFCCIL at its own cost.
- 5.623 In case the outsourced personnel deployed by the Contractor is found to be involved in any illegal activities, he will be immediately replaced.
- 5.624 **Working Hours of hired staff** –The Successful Tenderer shall provide the requisite outsourced staff on all days of the month. The staff deployed by the contractor shall be available at designated places round the clock as per directions of the DFCCIL's representative.
- 5.625 In case, rest is to be given to any of the deployed staff, rest giver has to be provided by the Contractor well in advance at no additional cost. Further, prior information regarding change in staff (along with complete details of rest giver) should be given to concerned Dy.PM/S&T, APM/S&T in-charge of the section.

- 5.626 All outsourced staff shall maintain Mobile phone at their own cost.
- 5.627 The Contractor shall nominate a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office so that the optimal services of the persons deployed by the agency could be availed without any disruption. No extra payment will be made by DFCCIL on this account.
- 5.628 The age of outsourced manpower deployed by the agency shall not exceed 55 year at any time throughout the contractual period, except up to 65 years in case when retired S&T Personnel from Railways/PSUs is engaged.
- 5.629 Police verification for background check of outsource staff is mandatory.
- 5.630 Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact nominated officer of DFCCIL Ajmer once a month to get a feedback on the services rendered by the contractor vis-a-vis corrective action required to make the services more efficient or any other related issues.
- 5.631 The contractor shall maintain at readily accessible place/site, First Aid appliances including adequate supply of sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be available during working hours.
- 5.6.31 Any damage, deterioration, loss caused to DFCCIL property due to negligence, carelessness on the part of the workmen employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, DFCCIL shall be within their rights to affect necessary recoveries from the Contractor's bill or through other means as per the law.
- 5.6.32 DFCCIL Administration shall not be responsible for any injury or loss of life or sickness of the workmen or of any individual involved in the contract (deployed by the agency/service provider/contractor) during the course of their duties or out of their duty hours. Any statutory liabilities which may arise shall be to the agency / contractor(s) / service provider's account.
- 5.6.33 The agency / service provider / contractor shall take out and keep in force a policy and policies of insurance against all liabilities and recognized risks in respect of accidents to persons employed by the contractor for the purpose of carrying out the works of this contract.
- 5.6.34 The agency / service provider /contractor should note this provision especially in respect of staff deployed by him and should take necessary insurance cover and safe

guards against the recognized risks for his worker/staff. Any compensation to the staff because of accidents in their duties will be payable by the contractor to his workers/dependents.

5.7 RATES

- 5.7.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 5.7.2 All statutory taxes including GST and liabilities levied / leviable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.
- 5.7.3 For all the Schedule items detailed in SECTION-V of the Tender document, the rates are inclusive of all taxes including GST.
- 5.7.4 For Schedule items at Sr. No. 1 to 32 in SECTION-V of the Tender document, GST, as admissible shall be paid only on submission of proof of depositing the same to the concerned Govt. Authority. Any modification in tax provision in future by Govt. will be binding on the contractor and DFCCIL with immediate effect.
- 5.7.5 The agency / service provider / Contractor shall ensure contribution of required statutory minimum amount towards EPF (Employer and Employee's Contribution) and ESI for each person deployed wherever applicable.
- 5.7.6 For Schedule item at Sr. No. 29 in SECTION-V of the Tender document, any statutory increase in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time after submission of the tender, payment of minimum wages to the personnel deployed by the Contractor/Agency should be revised accordingly and the Contractor/Agency shall take care of all such notifications. DFCCIL shall not be liable for payment against any such statutory increase in the wages. The Contractor should keep this fact in mind while quoting the rate against the Schedule items of SECTION-V (Schedule of Approximate Quantities & Rate). As on date the prevailing notification of Government of India, Ministry of Labour & Employment, Office of the Chief labour Commissioner (C) New Delhi for minimum wages (for various category of workers) is effective from April 2022.

5.8 QUANTITY VARIATION

- 5.8.1 Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (\pm) 25% for each item. In case of variation in quantities beyond

± 25%, the rates for the additional quantities beyond ±25% variation shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement.

5.9 PENALTY

Penalty for an amount of Rs. 50/- to Rs.2000/- depending on the nature of unsatisfactory work/service, will be deducted from the due amount in the following conditions:

- Absence of staff;
- Any undisciplined behavior by the staff;
- Discourteous behavior towards any officer or staff of DFCCIL;
- Not wearing proper Safety PPE Kit;
- Not carrying out the duties listed in the scope of work in a satisfactory Manner;
- Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL.

Penalty for some of the breaches in services will be as follows: -

Sr. No.	Type of Breach	Amount (Rs.) of Penalty
1.	Any undisciplined behavior by the staff deployed by the Contractor.	Rs. 200/- per staff per day
2.	Staff not in proper PPE kit	Rs. 50/- per staff per day
3.	Staff turns up late	Rs. 50/- per staff per hour
4.	(a) Failure to Provide Rest giver in case of Absence of Staff.	(a) Rs. 2000/- per staff per day
	(b) Failure to Provide Replacement of Staff with suitable staff within seven days.	(b) Rs. 2500/- per staff per day
5.	Failure in cleaning/dusting/wiping as instructed by Site Engineer/DFCCIL-representative.	Rs. 100/- per staff per day.
6.	Damage to any asset or property of DFCCIL or officers and staff of DFCCIL.	Rs. 1000/- per such incident.
7.	Not Carrying out the work as detailed in the scope of work in a satisfactory Manner.	Rs. 500/- per such incident.

5.10 Implementation of Integrity Pact in DFCCIL: -

As per office memorandum no F.No DPE/13(12)/11-Fin Dated 09.09.2011 issued by Ministry of Heavy Industries (DPE) all PSU should enter into Integrity pact in the required Performa in their

procurement transaction/ Contracts with suitable changes specific to the situation in which the pact is to be used. The pact, entering into which would be a preliminary qualification for any bidder, essentially envisages an agreement between the prospective vendors / bidders and the DFCCIL, committing the persons/ officials on both sides not to resort to any corrupt practices in any aspect / stage of the contract.

The pact has to be implemented through a panel of independent external monitor who will review independently and objectively the compliance of the obligations by both the parties. As these IEM's are to be appointed by the CVC in consultation with the CVO and are being processed separately.

A copy of pre contract integrity pact is enclosed at FORM NO.2 for signature of bidder as acceptance, as and when Independent External monitor is appointed.

- 5.11 Tax Deduction at source (TDS):** - TDS shall be deducted as applicable.
- 5.12 Inspection-** Quality Assurance at Site/Field: -As per the requirement of Site Engineer of DFCCIL.
- 5.13 Other Facilities / Requirements:** - If any, it shall be under Contractor's Scope.
- 5.14 Safety Requirements:** - Uncompromising Quality and Safety standards are considered as part of work carried out at all Work Sites of DFCCIL and therefore Zero Tolerance towards non-compliance. Site activities require total compliance to safety procedures and guidelines as provided on I.R.GCC July-2020 or latest & as per SEM. Accordingly, at all work sites where your personnel deployed, shall comply to Safety Procedures, Norms. All Contractor Staff/ Labour shall use PPE kit during working at site or travelling on DFCC vehicle for work.
- 5.15 Penalties for Safety Lapses:** -Any violation in adhering to the terms and conditions stipulated in I.R GCC July-2020 or in latest approved GCC would also attract to penalties payable by you as per IR GCC July-2020 Provisions or as per latest approved GCC.

- 5.16 Mandatory updation of Labour data on Railway's shramikkalyan portal by Contractor.**
- A.** Contractor is to abide by the provision of payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website: www.Shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of portal shall be done as under:-
- (a) Contractor shall apply for onetime registration of his company/firm etc. in the shramikkalyan portal with requisite details subsequent to issue of letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his letter of Acceptances (LOA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
 - (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B.** While processing payment of any "On Account bill" or Final bill or release of 'Advances' or Performance Guarantee/Security deposit' contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at www.shramikkalyan.indianrailways.gov.in till.....month. year.

5.17 PAYMENT SCHEDULE

- 5.17.1 Payment shall be made on monthly basis for successful execution of work against the schedule items at Sr. No. 1 to 28, detailed in SECTION-V (**Schedule of Approximate Quantities**) at the accepted rate. Further, On-account payment will be permitted after submission of bill in prescribed form to the GM/CO./DFCCIL in two copies duly certified by site In-charge and acceptable to DFCCIL/AII.
- 5.17.2 For Schedule items at Sr. No. 29 to 31, detailed in SECTION-V (**Schedule of Approximate Quantities**), Payment shall be made on completion of the work to the satisfaction of DFCCIL Authority, as verified by the DFCCIL Authority where the person deployed have rendered the stipulated services, the agency/service provider/contractor shall be entitled for getting the due payments at the end of each month, by submitting their bills in prescribed form to the GM/CO./DFCCIL in two copies duly certified by the competent authority as per actual work done after necessary adjustment.
- 5.17.3 On Account Payment**
- a) The Contractor shall be entitled to be paid from time to time normally once in a calendar month, by way of "On account" bills.
 - b) The Contractor shall submit the on-account bills, by the date stipulated by the DFCCIL, supported by pay sheets, proof of payments of employees, proof of payment of statutory deductions and other relevant documents pertaining to execution of work, if any. Without having submitted documentary proof, the on-account bill will not be processed and no payment will be made to the Contractor. Documentary proofs for a month may be submitted along with the bills of next month, if so, agreed by DFCCIL.
- 5.17.4 Payment shall be made after making required deductions towards taxes to be deducted at sources as per extant rules/law in force.

5.18 PAYMENT TO THE STAFF DEPLOYED

- 5.18.1 All staff deployed should have the saving bank account and the Contractor/Service Provider has to ensure that the remuneration of staff should directly be credited to their respective bank account after completion of each month.

Schedule of Approximate quantities & Rate

SECTION-V**Schedule of Approximate quantities & Rate****Tender No:** WDFC-AII-SNT-MT-MD-PNUN-01**Name of Work:** Repairing, Refixing /Replacement & Maintenance of Signaling and Telecommunication Gears/Equipment and other related work in Madar-New Palanpur Section of Western Dedicated Freight Corridor (WDFC) under DFCCIL AJMER.**Schedule of Approximate Quantities & Rate**

Sr.No.	Description	Unit	Qty.	Rate (in Rs.)	Amount (in Rs.)
1	Digging of 1.2 mtr deep and 0.3 mtr wide trenches in all type of soils, including soft rock as per approved cable route plan and back filling the trench after laying of cables. It includes clearing of roots of trees and bushes and temporary obstructions on the selected cable route, ramming of soil and planting of cable marker at every 50 mtrs and at every location where direction of trench changes. The item includes covering of laid cables by sieved soil upto 5 cm before covering by bricks. Where digging of 1.2 mtr depth is not possible or depth is reduced/increased as per instructions given by engineer incharge then payment will be decreased/increased proportionately to the depth of trench. Note: Cable trenching between Station Limit (i.e. from Distant to Distant Signals) should be done at distance of 3.0 mtrs(minimum) from centre line of track and Outside Station Limit, cable trenching will be done at distance of 5.5 mtrs(minimum) from centre line of track. If above mentioned minimum distances are not available at site then trenching will be done by contractor as per instructions issued by Site Engineer.	Per CUM	1570	238.62	374633.4

Sr.No.	Description	Unit	Qty.	Rate (in Rs.)	Amount (in Rs.)
2	All work pertaining to Horizontal Directional Drilling (HDD)/Boring and trenchless cabling. It includes supply, transportation and insertion of self-lubricated HDPE Pipe and laying of cables in boring under the track/road by using different sizes of pipes depending on total number of cables will be crossed. The depth of horizontal boring should be minimum 1 mtr from rail flange/road level. This item will be used for track crossing of running lines. By using self-lubricated HDPE Pipe of 120 mm outer dia. and 103.5 mm inner dia. in the bore and laying of cables in the bore under the track/road.	Mtr.	806	1422.04	1146164.24
3	Laying of S&T cables of various cores/pairs/quads in trenches/GI Pipes/RCC ducts/ DWC Pipes/Trucking etc, laying of OFC ducts in trenches including laying of cables in track crossings and road crossings. It includes placing of half cut DWC pipes, pre-fabricated ducts and DWC pipes. It also includes provision of labels on each cable of colored plastic adhesive tapes or any other identifiable marker to give the cable number at each termination point G.P.The contractor will do meggering of all the cables (main & tail)before laying as well as after laying under the supervision of engineer incharge. Meggering test report of each cable will be signed jointly by authorized site representative of contractor and site engineer incharge. Note: The length of the cables laid will include length of the cables which have been coiled for termination purposes. Half cut DWC pipes, pre-fabricated ducts and DWC pipes shall be supplied by DFCCIL.	RM	13650	9.10	124215
4	Termination of Outdoor Cables (Main Cables /tail cables) at both ends in location boxes, cable termination rack in relay room, station building, generator room etc. The item includes dressing of cables and wires with dressing threads as per standard practice. All material required for this item will be supplied by contractor. The outdoor cable shall be terminated in Relay Room, DG Room, ASM Room etc under supervision and instructions issued by Engr. in charge of the work.	Per Conductor	3900	8.46	32994

5	Cement concrete work for miscellaneous items in ratio 1:3:6. Item includes excavation, ramming of CC by using vibrator, curing and plastering with cement and sand mixture (aggregate will not exceed beyond 3.8 cm). The aggregate cement and sand will be supplied by contractor.	Per CUM	16	3628.26	58052.16
6	Providing brick masonry in ratio 1:6 cement and mortar including plastering with 1:4 cement and sand mixture both sides of bricks with thickness 20 mm each end with contractor's own 'B' Class bricks. It also includes excavation, curing, grouting, bolting etc. wherever required. 'B' Class bricks, sand and cement (ISI mark) will be supplied by the Contractor.	Per CUM	42	1990.54	83602.68
7	Supply, preparation, splicing and installation of straight joint for 24 fibers along with enclosures with heat shrinkable splice protection sleeve as per TEC Specn.G/OJC-02/01 March- 99 or latest. Splice losses in no case should be more than 0.1 dB.	Nos.	125	12752.20	1594025
8	Supply, preparation, splicing and installation of straight joint for 48 fibers along with enclosures with heat shrinkable splice protection sleeve as per TEC Specn.G/OJC-02/01 March- 99 or latest. Splice losses in no case should be more than 0.1 dB.	Nos.	125	15532.11	1941513.75
9	Supply, preparation, splicing and installation of straight joint for 12 fibers along with enclosures with heat shrinkable splice protection sleeve as per TEC Specn.G/OJC-02/01 March- 99 or latest. Splice losses in no case should be more than 0.1 dB.	Nos.	50	10471.51	523575.5
10	Supply, preparation, splicing and installation of straight joint for 06 fibers along with enclosures with heat shrinkable splice protection sleeve as per TEC Specn.G/OJC-02/01 March- 99 or latest. Splice losses in no case should be more than 0.1 dB.	Nos.	50	8598.71	429935.5
11	Blowing/drawing of OFC cables in the HDPE duct along with all the protective work as per approved standard and instructions of site Engineer	Kms	7	10804.77	75633.39
12	Repairing of Single case foundation by excavation and casting it with contractor's cement, brick and other materials as per Drawing No. 6-AL-TYP-CW-8006 with latest amendment if any, and as per scope of work. Contractor has to completely break the entire foundation retaining the existing MS frame. The entire work shall be executed by the contractor to the Satisfaction of Site Engineer.	Nos.	26	2583.9	67181.40

13	Repairing of half case foundation by excavation and casting it with contractor's cement, brick and other materials as per Drawing No. 6-AL-TYP-CW-8005 with latest amendment if any, and as per scope of work. Contractor has to completely break the entire foundation retaining the existing MS frame. The entire work shall be executed by the contractor to the Satisfaction of Site Engineer	Nos.	26	2583.9	67181.40
14	Strengthening of foundation of signals, Full/Half location boxes, by carrying out earth work around the foundation, ramming of refilled earth, carrying out masonry work from bottom of earth work using country stones & cement masonry to prevent the earth from slipping down the bank. This also includes supply of required masonry materials.	Nos.	330	1559.04	514483.2
15	Shifting and Installation of Apparatus Case Single (Full) Drawing No.- 6/BL/TYP/CW/8024/0 with latest amendment, if any.	Nos.	22	2926.92	64392.24
16	Shifting and Installation of Apparatus Case (Half) Drawing 6/BL/TYP/CW/8023/0 with latest amendment, if any.	Nos.	50	1930.65	96532.5
17	Refixing of electrical point machines and ground connection. This would include removal of old/existing point machine and fixing of new/overhauled motor. This would also include bringing the new machines from station / IMD/IMSD to site and taking the old / released machines from site to station/ IMD/IMSD.	Nos.	40	3445.2	137808
18	Lettering/Numbering of Signals, Point Machine, Track Lead junction Boxes, Block joints, Apparatus Cases etc. (each item to be taken as One Unit). This work will be carried out as per the standard practice or as per site in charge's instructions.	Nos.	806	49.12	39590.72
19	Lettering / Numbering Termination particulars, equipment's names etc., legibly and neatly inside location boxes. Full Case.	Nos.	175	235.07	41137.25
20	Lettering / Numbering Termination particulars, equipment's names etc., legibly and neatly inside location boxes. Half Case.	Nos.	312	133.55	41667.60
21	Supply of Thermo shrink Universal Jointing kit for Quad Cable (for straight joints) as per RDSO spec IRS/TC-77/2012 revision 3 With latest Amd.	Nos.	20	2148.73	42974.60
22	Jointing of 4 / 6 quad /Signaling cable with Heat Shrinkable straight through Jointing Kit. All the material required for the work are to be arranged by contractor himself at his own cost except Thermo shrinkable Joint Kit/Rapid Joint kit. After jointing the cable through test such as insulation test, continuity cable losses etc. to be carried out jointly	Nos.	20	1157.45	23149.00

	with DFC Site incharge. If any defect or any damage is observed during jointing, the contractor has to redo the joint free of cost.				
23	Demounting and Replacement of Wheel Sensor (Track Device) of Multi-Section Digital Axle Counter (MSDAC) including disconnection and reconnection of tail cable at TLJB. This includes complete removal of Wheel Sensor (mounted on the rail) along with the tail cable under the rail. The Contractor shall ensure the proper alignment of the Wheel Sensor at the time of mounting the new Wheel Sensor. Wheel sensor shall be supplied by DFCCIL. The Contractor shall bring the new wheel sensor from station / IMD/ IMSD to site and shall take the old / released wheel sensor from site to station/ IMD/ IMSD. The work shall be completed as per OEM's guidelines and Technical Requirement & Specification under the supervision of DFC site incharge.	Nos.	155	1948.80	302064.00
24	Replacement of old signal unit /signal route of main signal. This would include releasing of old unit from top of signal post, erection and mounting of new signal unit over the post including wiring of Main Signal LED/Signal route of main signal as per Technical Specification. This also includes bringing new signal unit from station/IMD/IMSD to site and bring back old unit from site to station/IMD/IMSD.	Nos.	7	980.316	6862.212
25	Installation, erection and wiring of CLS unit, Post, Ladder & Base, LED unit including laying out of Tail Cable from Location box. Wiring of CLS unit shall be carried out as per Technical Specification. This also includes erection of auxiliary signals like calling on, shunt signal, A marker if any and Protection of unit from Rain Water. The Material shall be supplied by DFCCIL.	Nos.	16	2187.43	34998.88
26	Installation, erection and wiring of Junction Type/ "V" Type Route Indicator (LED Type)/Seven Segment Route display Unit. Wiring shall be carried out as per Technical Specification. This also includes Protection of unit from Rain Water. The Material shall be supplied by DFCCIL.	Nos.	25	904.99	22624.75
27	Installation, erection of Shunt Signal Units with base & post and laying out of tail cable from location box and Wiring of Shunt Signal LED unit as per Technical Specification. This also includes Protection of unit from Rain Water. The Material shall be supplied by DFCCIL.	Nos.	12	1779.99	21359.88
28	Supply of (02) nos. electrical lifting barrier booms of 9.76 meter each as per DRG RDSO/S 11600. The material will be as per RDSO Specn. No. RDSO/SPN/208/2012/Ver.2.0 and Amendment 1 or latest as per available at site. Inspection: Consignee subject to procurement from RDSO approved supplier.	Set	01	25128.93	25128.93

29	Provision of Multi-tasking staff/Helper to carry out different Maintenance Activities as per Annexure-A. (Educational Qualification and Experience Requirement As per Annexure-B)	Man Days	14600	824.00	12030400.00
30	Execution of Maintenance activities of Electrically Operated Points as per Maintenance Schedule (Annexure-D)				
30.a)	Crossing Station	Per Station per Month	108	46653.75	5038605.00
30.b)	Junction Station	Per Station per Month	36	135511.20	4878403.20
31	Execution of Maintenance activities of MSDAC, Color light signals, Cables, Location Boxes etc. as per Maintenance Schedule (Annexure-D)				
31.a)	Crossing Station	Per Station per Month	108	35313.30	3813836.40
31.b)	Junction Station including IR Junction Station	Per Station per Month	36	84120.30	3028330.80
31.c)	Block Section including IR Connecting Line	Per Block section per Month	144	124888.50	17983944.00
32	Execution of Maintenance activities of Power Operated Lifting Barrier and Sliding Boom as per Maintenance Schedule (Annexure-D)	Per LC per Month	12	10909.80	130917.60
	Total Cost for One Year (in Rs.) inclusive of all taxes including GST				5,48,37,918.18

The rate will be-----% (Percentage) below/above/at par to the Total Cost (to be filled by the bidder in figure).

The rate will be ----- (Percentage) below/above/at par to the Total Cost (to be filled by the bidder in words).

Notes/Conditions: -

- The above rates are inclusive of all Govt. & Local taxes including applicable GST. However, GST, will be reimbursed only after having submitted the proof of having actually paid the above taxes/charges.*
- Any statutory increase in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time after submission of the tender, payment of minimum wages to the personnel deployed by the Contractor/Agency should be revised accordingly and the Contractor/Agency shall take care of all such notifications. DFCCIL shall not be*

liable for payment against any such statutory increase in the wages. The Contractor should keep this fact in mind while quoting the rate against the Schedule items of SECTION-V (Schedule of Approximate Quantities & Rate).

3. *The bidder shall indicate his rate in %age below/above/at par, on total cost as per schedule of approximate quantities & Rate above on IREPS portal. The Bidder/Tenderer quoting the rates for individual items will be disqualified. Offer with incomplete/ambiguous rate will not be considered.*
4. *For Schedule items at Sr. no. 1 to 28 the work needs to be carried out on “as & when required basis”.*
5. *DFCCIL reserves the right to operate additional quantities of the schedule item as & when required within the variation limit.*
6. *The manpower shall be deployed/posted at any of WDFC stations or at any site location within the jurisdiction of Chief General Manager/Ajmer, as per requirement of DFCCIL.*
7. *The Contractor shall submit the on-account bills, by the date stipulated by the DFCCIL, supported with pay sheets, proof of payments of employees, proof of payment of statutory deductions and other documents if any. Without having submitted documentary proof, the on-account bill will not be processed and no payment will be made to the Contractor.*

Declaration by the tenderer

- (1) *I/We am/are signing this document after carefully reading the contents.*
- (2) *I/We also accept all the conditions of the tender and have signed all the pages in confirmation thereof.*
- (3) *I/We offer and agree to execute the above work at rate uploaded online at <https://www.ireps.gov.in> through digital Signature.*

Signature of tenderer/s with Seal

Address:

SCOPE OF SERVICES

For Schedule item at Sr. No. 29 of SECTION-V of this tender document, the scope of work/services is as follows:

The Contractor has to provide outsourced persons in various categories (As mentioned at Sr. No. 29 of schedule of approximate quantities & Rate (Section-V) of Tender Document). Following shall be the tentative duty list of different categories of Outsourced personnel required:

For Schedule item at Sr. No. 29 of Section-V:**1. Semi-Skilled Manpower (Multi-Tasking Staff/Helper):**

1. Cleaning of signal units, Location Boxes, TLJBs, and Point Machines etc.
2. Cleaning/Dusting of various Racks in SER, TER, ALHs & THs.
3. Attention to earthing pits and earthing at service buildings (Station/ALH/TH/ LC Gates/ GSMR).
4. Attention to earthing of location boxes and signals.
5. Visual Inspections and checking of loose connections.
6. Measurement of basic voltage/ current levels.
7. Observing the diagnostic indications in cards.
8. Cleaning of ALH/TH/Stations Signal /Telecom rooms and equipment including Air Conditioner.
9. Cleaning/ Maintenance of batteries at Stations/ALH/TH.
10. Attention to Maintenance of Air Conditioning in ALH/TH
11. Transportation of Signal/Telecom material/equipment/Cables from IMD/IMSD to Site.
12. Loading, Unloading & handling of materials.
13. Restoration works at time of accident/ derailment. Prompt Attending of Breakdown/ equipment failures as per instructions of DFCCIL Staff.
14. Any other work associated with maintenance of S&T Gears, assigned by DFCC1L Site- Incharge.

Note:- Safety and Protection items/ equipment i.e. luminous Jackets, Helmet, Torch, Safety Shoes, Hand Gloves or any other safety item as per site requirement shall be provided to all the outsourced staff by the Contractor.

Signature of tenderer/s with Seal

Address:

Annexure-B

The Staff Deployed Shall possess following Minimum Educational Qualification and Experience:

1. Skilled Manpower (Fitter and Wiremen) (For Schedule Items at Sr. No. 30 to 32):

Total Minimum Manpower required in this Category: 34 **Nos.** (Fitter- 17 Nos. + Wiremen-17 Nos.). Tentative Deployment Details of this Category of Manpower is placed in [Annexure-C](#).

• **Minimum Educational Qualification/ Essential Experience: -**

- a) **Fitters:** Minimum 2 years of field experience in Railway Signalling Point Installation works.
- b) **Wiremen:** 10th Pass with minimum 2 years of experience in Railway Signaling Wiring Works.

2. Semi-Skilled Manpower (Multi-Tasking Staff/Helper) (For Schedule Items at Sr. No. 29):

Total Manpower required in this Category: 40 **Nos.** (MTS/Helper-40 Nos.). Tentative Deployment Details of this Category of Manpower is placed in [Annexure-C](#).

• **Minimum Educational Qualification/ Required Working Knowledge: -**

Semi-skilled Manpower (Multi-tasking staff) shall have adequate working knowledge of electrical/mechanical work and shall be capable to use pliers, screwdriver, wrenches, hacksaw, hammer and electric drill machines to assist in day-to-day maintenance work. The Semi-skilled manpower shall be required to demonstrate the use of pliers, screwdriver, wrenches, hacksaw, hammer and electric drill machines in presence of DFCCIL official (APM/Dy. PM/PM/S&T) in charge of Section prior to deployment over stations/IMD/IMSD to assist in day-to-day maintenance work.

- Note:** -
1. All the staff deployed should be physically fit and have to submit medical fitness certificate duly issued by registered medical practitioner.
 2. Further, the Contractor shall be responsible for ensuring good character and no criminal record of outsourced staffs.
 3. Contractor has to submit the qualification and experience certificates of all the staff to be deployed in DFCCIL. Such staff will be tested by DFCCIL nominated officers for skill level and will be allowed to deploy under the said work only after acceptance by the nominated official.
 4. Safety and Protection items/ equipment i.e., luminous Jackets, Helmet, Torch, Safety Shoes, Hand Gloves or any other safety item as per site requirement shall be provided to all the outsourced staff by the Contractor.

Annexure-C**CERTIFICATION OF FAMILIARISATION**

I/We hereby solemnly declare that I/We have visited the site of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:

- A. Topography of the Area. Climatic condition and law & order situation in project area.
- B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising of Instructions to the Tenderers, General Conditions of the Contract, Special Conditions, special terms and conditions apart from information conveyed to me/us through various other provisions in this tender document.
- C. I/We agree to deploy the requisite no. of Outsourced Staff under various Categories as per following tentative deployment schedule. I/We understand that the deployment of staff may be changed as per requirement of DFCCIL.

Tentative distribution of Outsource manpower

Sr. No.	WDFC Station	IMD/IMSD	Skilled Staff		Semi-Skilled Staff (MTS/Helper)	
			Fitters	Wiremen	Store	Maintenance
1	SDHN	IMD	2	2	4	2
2	BGMN	IMSD	2	2	2	2
3	HPRN	IMSD	1	1	-	2
4	CNLN	IMSD	1	1	-	1
5	MJND	IMD	2	2	4	2
6	JALN	IMSD	1	1	-	2
7	BRLY	IMSD	1	1	-	2
8	KVJN	IMD	2	2	4	2
9	BNS	-	1	1	-	2
10	SRPJ	IMSD	1	1	-	2
11	SIMN	IMSD	1	1	-	1
12	PNUN	IMD	2	2	4	2
Total			17	17	18	22

Table-I: Tentative Deployment of Skilled/ Semi-Skilled Staff

NOTE: Deployment of staff may be changed as per requirement of DFCCIL.

Signature of tenderer/s with Seal

Address:

MAINTENANCE SCHEDULE FOR S&T GEARS**1. ELECTRICALLY OPERATED POINTS:**

Schedule Code	Schedule	Periodicity
	Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level	
P1	<ul style="list-style-type: none"> (i). The machine for tightness and free from rust & dirt. Cleaning, graphite / oiling of slide chairs and assembly up to 3 sleepers from the toe of the switch. (ii). Checking of Point Gear Assembly, slides, rollers & pins as guided by DFCCIL staff. Checking that that roller is free from wear and tear and falls freely on control and lift out disc. (iii). Tightening of all nuts, check nuts & bolts, lock nuts holding the detector slides & lock slides with lugs and condition of split pins to be checked as guided by DFCCIL staff. (iv). The lubrication and greasing of all gears and bearings, cleanliness & smoothness of commutator, Checking contacts for freedom from pitting and proper adjustment. (v). Visual checks of Points Insulations and stretcher bars not rubbing with any fixture. (vi). Check the contacts for proper adjustment & that these are free from pitting and also check that wires are neatly dressed & clear of all moving part, ensure they do not get trapped in the lid when closed. (vii). All the bridge contacts make and break at the same time. (viii). The setting of switch for having required amount of spring action. (ix). Lubrication of the moving parts of clamp lock assembly. (x). Conducting Obstruction test - of points with 5 mm test piece as guided by DFCCIL staff. (xi). Also ensure that both sleepers are well packed and Ground connection rods are free from ballast. 	Fortnightly

P2	<ul style="list-style-type: none"> (i). Taking measurements of operating values (voltage, current & timings) of point machines, with and without obstruction for normal and reverse operation. (ii). Checking of feed disconnection time under obstruction is not less than 10 Seconds. (iii). Checking Hose pipe/GI pipe that these are in good condition and without gaps/access. (iv). Check MS pins of Switch Extension piece / 'P' bracket for any rib formation or excessive wear. (v). In case of Clamp type point machine , lubricate the following moving parts of the clamp lock:- <ul style="list-style-type: none"> (a) Stock rail bracket groove. (b) Moving part of tongue rail and lock arm assembly. (c) Between Machine of lock bar and lock arm assembly. 	Monthly
P3	(i). Assisting during Joint check with Junior Executive/ Executive/ Sr. Executive (Civil), of points & crossing for levelling, squaring, creeping, packing, clearance of ballast and other P- Way fittings, etc. and measurement of LH, RH switch opening. Joint checking of SSD arm insulation.	Quarterly
P4	<ul style="list-style-type: none"> (i) Greasing / Oiling of point machine and Checking of all grease nipples in position. (ii) Oiling of Point Gear Assembly, slides, rollers & pins, Pour lubricating oil, SAE-30/SHELL 100, Through inlet in to the oil reservoir for lubricating gearbox of the motor. Avoid overflowing. (iii) Smoothness & cleaning of commutator, carbon brushes. 	Quarterly
P5	<ul style="list-style-type: none"> (i) Check for detector contacts and cleaning if required, control contact, friction clutch. Ensure contract pressure of control and detection contract is adequate. Ensure brass tip on finger contact is intact, Conduct obstruction test. (ii) Visual check of brass strips provided between detector slides without removing them. (iii) Checking of contact, connections and its effectiveness during power operation points. (iv) Checking of point motor insulation, cable and wire insulation by 100 V Megger. (v) Testing of point tail cable from Location box in N & R position of point with 100 V Megger. 	Half Yearly

P-6	(i)Working of point using crack handle shall also be checked. It shall not be possible to insert Crack handle without assigned Key. Interlocking with signals shall be checked. (ii)Testing of effectiveness of Track locking.	Yearly
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2. MULTI SECTION DIGITAL AXLE COUNTER (MSDAC)

Schedule Code	Schedule	Periodicity
	Outdoor Equipment	
	Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level	
MSD1	<p>(i). Checking & visual inspection of track side Sensor tightened properly. If rail contact bolt of sensor found loose then it must be tightened from Torque wrench with specified torque .</p> <p>ii). Check physically sensor cable and duct/protective pipe including earthing connections is proper & tightened & not corroded.</p> <p>ii). Checking that proper size & tightness of deflectors. The deflectors are at least 45 cm away from centre of Wheel Sensor.</p> <p>iv). Checking that the proper fixing of track side connection box (DP/EAK) on the mushroom base plate /Foundation Angle & all screws are tight. Also check the condition of Track side JB foundation.</p> <p>v). Checking that the proper spacing (400 mm) & packing of sleepers in between track device (sensor) are fitted & fitting do not vibrate under train movement.</p> <p>(vi). Checking that that all cable entry point or any opening of DP/EAK/EJB junction box is sealed.</p> <p>Checking that that the rail contact (Sensor) cable must be free to loop near the Tx-Rx heads. The protective hose pipe must not be fitted up to the rail contact otherwise the rail contact integral cables may get damaged by the rigid hose because of short bending radius.</p>	Monthly

	<p>(viii). Checking that proper packing of supporting sleepers of sensor so that fittings do not vibrate during passage of train.</p> <p>(ix). Visual inspection of condition of earth rod, earth pit, connections and checking of earth continuity.</p>	
MSD2	(i). Measure input /output voltage & other parameter of DP (outside) & Evaluator (MSDAC)	Quarterly

3. Colour Light Signal:

Schedule Code	Schedule	Periodicity
	Outdoor Equipment	
	Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level	
CLS1	<p>(i). Cleaning of LED lighting unit & integrated LED, all terminations, housing, signal units & around signal post.</p> <p>(ii). Measurement of input voltage & current with clamp type ammeter at input terminals of LED signal for all signal aspects.</p> <p>(iii). Checking of tightness of all adjusting screws of LED signal unit as well as integrated LED</p> <p>(iv). Checking that condition of signal post is satisfactory.</p> <p>(v). Check condition of Signal foundation, ladder & checking their proper alignment.</p> <p>(vi). Checking that Signal unit condition, closing of door & locking arrangements are satisfactory.</p> <p>(vii). Checking that Signal post & CLS units should be earthed & screen earthing is effective.</p> <p>(viii). Complete signal unit should be cleaned for removing oxidation, rusting & tightened properly.</p> <p>(ix). Checking that there is no opening/ access for rain water/ rodent entry.</p> <p>(x). Checking that the cable terminations in location box should be cleaned for removing</p>	Monthly

	oxidation, rusting & tightened properly. (xi). Visual check of insulations of cables, PVC wires, proper termination without criss cross, condition of rubber gasket arrangement.	
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4. CABLE

Schedule Code	Schedule	Periodicity
	Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level	
C1	(i). All termination at CTR, Location Box, Junction Box and relay rooms (SER, ALH etc.) should be checked for sulphation. Entries of cables in relay room, cable pit, location box etc. to be checked and should be sealed properly. (ii). Check for possible rat bite, vulnerability to bush fire / likely damage due to ongoing works nearby. (iii). Visual check of connections, cable armour earthing arrangement in location boxes. (iv). Cleaning of Location boxes, Junction Boxes.	Monthly
C2	(i). Visual check of protective arrangement provided at track crossing, culverts, bridges, construction site and cable route marker in complete section. Special attention should be paid to these protective works soon after the monsoon. (ii). Checking of exposed cable in earth, bridges, duct, Platform, pipe etc. Exposed cable shall be buried or protected by concreting. Ends of the pipe must be concreted. (iii). Condition of cable pipe to be checked. Cables pipe on bridges to be fastened properly, bracket to be tightened & fixed. Entries of cables in pipes should be sealed properly.	Quarterly
C3	Varification of cable route plan and ensuring availability of cable route markers. All missing/damaged cable markers shall be identified and provided early	Yearly
C4	Periodical meggering of main and tail cables to be done. The results of insulation resistance test should be recorded in Performa given by DFCCIL site incharge.	Before and after Monsoon.

5. SLIDING BOOM

Schedule Code	Schedule	Periodicity
	Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level	
SLB-1	(i). Checking that New Sliding boom is easy to operate and travels smoothly in its boom channel. (ii). E type lock to be oiled and free movement to be checked. (iii). SBB E type key is taken out only when combination key is inserted. (iv). Stop board has retro-reflective paint/tape. Stop board of approx. size 600 mm to be provided. (v). EKT/KLCR for slot transmission is effective (vi). Checking that locking of slide covers on sliding booms. (vii) Checking of functioning of road signal.	Fortnightly
SLB-2	(i). Foundation of sliding boom channel and boom lock post should be intact so that sliding boom is not obstructed. (ii). Check tightness of base nuts & bolts of stand and jointing nuts & bolts of the sliding boom. (iii). Checking that ELB and Sliding boom Interlocking is effective	Monthly

6. POWER OPERATED LIFTING BARRIER

Schedule Code	Schedule	Periodicity
	Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level	
LC-1 & 2	(i). Checking that the smooth operation of gate barrier and check for auto stop of barrier in fully open (within 85°-90°) & closed (within 0°- 5°) position. Adjust circuit controllers, if required. (ii). Cleaning the inside & outside of mechanism, booms, channels & hand Generator. Checking & cleaning of contacts, proper adjustment & condition of Limit switch/Circuit controller/contactors.	Fortnightly

	<ul style="list-style-type: none"> (iii). Check tightness of all fixing nuts & bolts of the mechanism counterbalance cannels & adjust screws of base, gear box, clutch assembly, motor, pulleys, boom, machine foundation & the circuit controllers. Along with this any cracks in boom should also be checked. (iv). Check all the indication Button & Emergency key on gate panel (v). Checking and cleaning of operating panel, Road signals and retro reflective STOP board on both LB & hooter. (vi). Checking of Audio- Visual alarm/hooter for approach warning/approach locking. Wherever provided vii). Check the proper working of telephone viii). Availability of lubrication to its level in the gear box. (ix). Locking Checking-> Solenoid Locking: Clean inside the solenoid device and ensure that <ul style="list-style-type: none"> a. The lever falls to the lock position by gravity. b. Making of Magnet Switch contacts (check with continuity meter) when boom hook is inside lock unit & lock lever is in locked Position. c. Contact does not break even when boom is moved up & down or sideways within allowable play in lock. d. Contact of boom lock proving switch, Replace if required. (xi) Motorized Locking: Ensure that the boom hook falls properly into the Boom Lock Post. Adjust position of Boom Hook/ lock unit if required. (xii) Apply a little grease to the cam surface which operates the limit switch (xiii) Check Timing Belt tension for both barriers & Hand Generator. Adjust if required (xiv) Check Gear Box for any leakage of oil. (xv) Check clutch slippage torque and slippage of friction clutch. Adjust if required. 	
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	(xvi) Parallel operation/& Individual operation and opening of gate. (xvii) Gate operation to be tested with Crank handle.CH should be kept sealed in the box. (xviii) Check emergency switch for turning signal to danger. In case of approach lowered signal, emergency switch to be kept in break position and to be rotated to make position once gate is closed and panel push button is pressed. (xix) All cable terminations are tight and properly connected.	
LC-3	(i). Measure the time of operation, working voltage of ELB and operating current. Ensure all parameters under permissible limit. (ii). Checking of NX switch/Crank Handle (iii). Balancing of Weight & booms (iv). Tightening of Screws of ebonite cams of contacts	Quarterly
LC-4	1. Proper functioning and interlocking of sliding boom. 2. Approach/Dead Locking. 3. Boom is perpendicular to road. 4. Check the resistance of all LS/Ckt controllers. 5. Clearance of boom from road. 6. Boom Opening. 7. Yellow reflector strips on all booms on both sides.	Half Yearly
LC-5	1. Annual testing of tail cable insulation & motor insulation with 100V megger.	Yearly

7. LOCATION BOX

Schedule Code	Schedule	Periodicity
	Following maintenance activities are to be executed in supervision of DFCCIL staff of at least Jr. Exe/S&T level	
LB-1	Cleaning and visual check of cable insulations, terminations and equipment installed in location boxes.	Monthly
LB-2	Ensure that there is no possibility of water ingress.	

Note: Above Maintenance Schedule for S&T Gears is Tentative and indicative only. The Schedule may change from time to time & may include additional items as per requirement of DFCCIL.

Tender Forms & Annexures

SECTION-VI

Tender Forms & Annexures

FORM No. 1

SAMPLE STANDING INDEMNITY BOND FOR “ON ACCOUNT” PAYMENTS

(On paper of requisite stamp value)

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

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

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

Dated this day _____ day of _____ 200

For and on behalf of

M/s _____ (Contractor)

Signature of witness

Name of witness in Block letter.

Address.

PRE CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFOR,

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

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

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

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

Commitments of the CLIENT

- 1.0 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the Contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the Contract, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.1 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.2 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the Contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the Contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the Contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the (B) in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for

Showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

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

Interest/stake in the Bidder's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

4. Previous Transaction

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER's from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount__ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:-
- i. Bank draft or a pay order in favour of_____.
 - ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof of payment.
 - iii. Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.

- 5.3 In case of the successful BIDDER a clause would also be incorporated in the article pertaining to performance Guarantee in the Contract that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by CLIENT to the BIDDER on earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER shall entitle the CLIENT to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the Contract is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the Contract, if already signed, without giving any compensation to the [A].
 - (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a BIDDER from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to BIDDER from the CLIENT in connection with any other Contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation.

on/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- (viii) To recover all sums paid in violation of this pact by BIDDER to any middleman or agent or broker with a view a view to securing Contract the contract.
- (ix) In cases where irrevocable letters of credit have been received in respect of any Contracts signed by the client with the BIDDER, The shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The client will be entitled to take all or any of the actions mentioned at para 6.1(i) to

(x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause

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

8. Independent Monitors

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

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

CLIENT

Name of the Officer

Designation

Deptt./Ministry/PSU

Witness

1. _____

2. _____

BIDDER

Witness

1. _____

2. _____

ANTI-PROFITEERING DECLARATION

TO WHOMSOEVER IT MAY CONCERN

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

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

or in any other manner which results in reduction of cost of the goods/services supplied to M/s Dedicated Freight Corridor Corporation of India Limited, then Company will pass that benefit to M/s Dedicated Freight Corridor Corporation of India Limited also.

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

Signature of the Authorized signatory/ person

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

Name of the Organization and Seal

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

ANNEXURE-I

(Para 16.1(a) of General Instructions) & clause No. 14 (i), (ii) Part-I of GCC-2020, with up to date correction slip

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

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

Note:- 1. Please enclosed-

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

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

Date:

Signature of Tenderer/s

With Seal

ANNEXURE-II

(Para 16.1(b) of General Instructions)
& clause No. 6.1 & 11(iv) Part-I of GCC-2020, with up to date correction slip

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

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

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

SEAL AND SIGNATURE
OF THE TENDERER

Dated:

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

"ANNEXURE -III"

(Para 16.0(c) and Note to para 15 Note No.(iii) of General Instructions) &
Clause No. 10.1(a) and explanation to clause 10 -part I of GCC 2020

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

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

Date:

Signature of Tenderer/s
With Seal**Note:-**

- (i) Above detail should be given only for works which have been physically completed in all respects, for the similar nature work defined in clause 15.5 above. Part completed work shall not be considered.
- (ii) Certificate from Private individual for whom such works are executed shall not be considered for eligibility of tenderers.
- (iii) The tenderers should attach self-attested copy of certificate issued by the organizations for whom the work was carried out in the proforma as per Annexure-IV-A, IV-B, IV-C as applicable.
- (iv) In column 4 type of organization is to be mentioned viz. Central/ State Governments /Public Sector Undertaking/Public Funded Institutions/Municipal Bodies /DFCCIL Siding owners /Concessionaire/ Public listed company.
- (v) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).

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

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

ANNEXURE-IV(A)

(Para 16.1 (d) and Note to para 15 Note No.(iii) b of General Instructions)
 Clause No. 11(i), and explanation to clause 10 of part I of GCC 2020

COMPLETION CERTIFICATE

Name of Organization

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

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

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

12.2	In case final bill is pending -	
(i)	The Cost of component in contract in last approved variation statement plus PVC amount paid	
(ii)	Cumulative amount paid for the component up to last on account bill including PVC amount and statutory deductions	
13	Performance of Contractor (Satisfactory/Unsatisfactory)	

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

(Signature)
Name and Designation of officer
Mobile No. of officer
Seal of officer

Date-

Note:-

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-II).
- (ii) Copy of certificate duly self-attested shall be submitted along with tender document.
- (iii) Payment made as indicated in above certificate (At Sr. No. 11/ Sr. No. 12) will be considered as value of completed work for the purpose of eligibility under special technical criteria.
- (iv) Above format is for guidance only. Any certificate containing information asked for shall be considered.
- (v) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).
- (vi) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).
- (vii) Only those works will be treated as composite works which consist of more than one distinct component of work such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender documents.
- (viii) No technical and financial credentials are required for tenders having value upto Rs. 50 lakhs.
- (ix) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
- (x) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
- (xi) If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.

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

ANNEXURE-IV-(B)

(Para 16.1(d) and Note to para 15 Note No.(iii) b of General Instructions)
 Clause No. 11.(i), and explanation to clause 10 of part I of GCC 2020

COMPLETION CERTIFICATE

**(If the work is awarded by
 Concessionaire)**

Name of Concessionaire

Address and Contract details i.e.

Phone No.FAX, e-mail.

Letter No. Date:-.....

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

12.1	in case final payments for the component have been made- Cost of component in contract in last approved variation statement plus PVC amount paid	
12.2	in case final bill is pending -	
(i)	the Cost of component in contract in last approved variation statement plus PVC amount paid	
(ii)	cumulative amount paid for the component up to last on account bill including PVC amount and statutory deductions	
13.	Performance of Contractor (Satisfactory/Unsatisfactory)	

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

Signature & Name of Authorized
Person of the Concessionaire with Seal
and

Mobile No. of Issuing Person.

Note:-

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-II).
- (ii) Copy of certificate duly self-attested shall be submitted along with tender document.
- (iii) Payment made as indicated in above certificate (At Sr. No. 9/ Sr. No. 10) will be considered as value of completed work for the purpose of eligibility under special technical criteria.
- (iv) Above format is for guidance only. Any certificate containing information asked for shall be considered
- (v) A self-attested copy of LOA and concessionaire agreement executed between concessionaire & Authority at Sr. No 1 above shall be submitted along with this completion certificate.
- (vi) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).
- (vii) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).
- (viii) Only those works will be treated as composite works which consist of more than one distinct component such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender documents
- (ix) No technical and financial credentials are required for tenders having value upto Rs. 50 lakhs
- (x) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.

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

ANNEXURE-IV-(C)

(Para 16.1 (d) and Note to para 15 Note No.(iii) b of General Instructions)
 Clause No. 11(i), and explanation to clause 10 of part I of GCC 2020

COMPLETION CERTIFICATE

(If the work is awarded by Public listed company)

Name of the public listed company

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

Letter No. Date:-.....

1.1	Name of work /Project	
1.2	Name and Address of the public listed company	
1.3	Number as incorporated/ registered in the National stock exchange or Bombay stock exchange	
1.4	Date of getting listed in NSE/BSE (document to be attached as per note (vi) below).	
1.5	Average Annual turnover of the public listed company in last three financial years excluding current financial year. (details to be attached as per proforma in annexure VIII as per note (vii) below)	
2.	Contract Agreement (C/A) No. and date	
3.	Name of Firm with address	
4.	Nature of entity (Sole Prop./Partnership firm/company/Joint Venture firm/Registered Society /registered Trust etc.)	
5. (i)	In case of Partnership firm/JV/..... Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor	
6.	Original value of contract agreement.	
7	Completion Cost of Work	
7.1	in case final payments have been made- Contract Cost in last approved variation statement plus PVC amount paid	
7.2	in case final bill is pending -	
(i)	the contract cost in last approved variation statement plus PVC amount paid	
(ii)	cumulative amount paid up to last on-account bill including PVC amount and statutory deductions	
8.	Date of award of contract	
9.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
10. (i)	If yes, then actual date of physical completion.	
(ii)	Whether extension to DOC given with penalty or without penalty	
11.	Total payment made in above contract till the date of opening of present tender along with financial year –wise break-up	
12	In case of composite work: (See note (vii) below) Payment made for relevant distinct component of the work, out of total payment made under Sr. No. 7 above.	

12.1	in case final payments for the component have been made- Cost of component in contract in last approved variation statement plus PVC amount paid	
12.2	in case final bill is pending -	
(i)	the Cost of component in contract in last approved variation statement plus PVC amount paid	
(ii)	cumulative amount paid for the component up to last on account bill including PVC amount and statutory deductions	
13	Performance of Contractor (Satisfactory/Unsatisfactory)	

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

Date

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

Note:-

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

1. Details of Average Annual turnover of the public listed company in last three financial years excluding current financial year (should be 500 Cr and above) issued by Chartered Accountant. These details need to be submitted as per the proforma of Annexure VIII.
2. The copy of the documents regarding listing in the National stock exchange or Bombay stock exchange with details of status of listing as on date of opening of tender, duly self-attested.
3. The copy of the document of incorporation/ registration of the Public listed company (should be at least 5 years prior to date of opening of tender), duly self-attested.
4. The copy of document regarding Person Authorized by the Public listed Company to issue such certificate, duly self-attested.
5. The relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant. TDS certificates for all payments received a copy of final/last bill paid by the public listed company in support of above work experience certificate duly self-attested.

- (i) The certificate shall not be taken into consideration if any of the above conditions, prerequisites is not fulfilled or required supporting mandatory documents are found deficient. Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-II).
- (ii) Above format is for guidance only. Any certificate containing required information asked for shall be considered

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

ANNEXURE-V

(Para 16.1 (f) of General Instructions) **(Clause No.10.3**
and explanation to clause 10 of **Part-I of GCC-2020,**
with up to date correction slip)

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

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

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

Date

Signature of Chartered Accountant

Signature of Tenderer/s with seal

NOTE :-

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

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

ANNEXURE-VI

(Para 16.1 (h) of General Instructions)

**Clause No.11(iii) Annex.I of Part-I of GCC-2020 ,
with up to date correction slip.****LIST OF PLANTS & MACHINERY AVAILABLE ON HAND AND PROPOSED TO BE
INDUCTED (OWN AND HIRED TO BE GIVEN SEPARATELY) FOR SUBJECT WORK.**

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

Note:

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

Signature of Tenderer/s

Dated:.....

ANNEXURE-VII

(Para 16.1 (i) of General Instructions) **Clause No.11 (iii) Annex.I of Part-I of GCC-2020, with up to date correction slip.**

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

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

Signature of Tenderer/s

Dated:.....

ANNEXURE-VIII

(Para 16.1 (k) of General Instructions)

**Clause No.10.2 and 11(ii) Annex.I of Part-I of GCC-2020,
with up to date correction slip****(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)**

To,
GM/Co.
DFCCIL, Ajmer.

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

.....

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

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

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

Yours sincerely,

Date: ...

(Name & Sign. Of Authorized Signatory)

Seal of firm

Registration No:-
E-Mail:- Phone:-
FAX:-

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

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

CERTIFICATE

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

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

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

(Indicate Name – Proprietary firm) at

Deponent

Signature and Seal

VERIFICATION

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

Deponent

Signature and Seal

Place:-

Date:-

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

(Para 16.2.7 (a) of General Instructions) Clause No. 17.6 of Annex.I Part-I of GCC-2020,with up to date correction slip)

MEMORANDUM OF UNDERSTANDING FOR JV

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

NOW THIS Memorandum of Understanding is executed at (Name of Place) on this date (DD/MM/YY) between M/s

(Name of first constituent and address) as the first party represented by Shriand M/s..... (Name of 2nd constituent and address) represented by

Shri.....As the second party and so on 3rd, 4th&5th subsequent parties. (The expression and words of first and second and other shall mean and include their heir's successors, assigns, nominees, execution, administrators and legal representatives respectively).

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

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

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

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

for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.

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

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

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

1. First party (authorized signatory)

2. Second party (authorized signatory)

3. Third party (if any) (authorized signatory)

With Seal of parties

Witnesses with name & full address:-

1.....

2.....

Date.....

Place.....

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

(Para 16.2.7.3(b) of General Instructions) Clause No. 17.14.1 of Annex. I Part-I GCC 2020)

"LETTER OF CONSENT"
(To be submitted by Partnership Firm participating as member of JV)

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

(1).....(2).....

(3).....(4).....

(5).....(6).....having its
office athereby give our consent on behalf of M/s.....

.....(Indicate name of firm) in favour of Mr (Indicate name of Partner), whose specimen signature are appended below, for entering into Joint Venture Agreement with

M/s..... (Indicate name of other firm's)..... having office at
..... in connection with T. No.....Name of work to sign & execute the MOU, JV agreement and all other required documents pertaining to above said tender on behalf of firm.

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

This letter of consent is made at on

Name & Signature of Partner/s

(Signature of Sh)

DATE.....

1.

2.

3.

Place.....

4.....

5.....

Seal of the Firm

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

(Para 16.2.7.1 of General Instructions) & clause No. 17.14.2, 17.14.3 © and
cl.15 of Annex I Part-I of GCC-2020, with up to date
correction slip

SPECIAL POWER OF ATTORNEY

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

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

"T.No.....Name of work....."

....."

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

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

For M/s.....

(Sign. of Shri.....)

(Sign& Seal) Place...

Date:-.....

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

(For private/ limited company as member of JV- the annexure XII is required even if MOU/JV agreement is signed by the authorized/ Power of attorney holder himself as per the Copy of Resolution)

(For sole proprietor firm/HUF as member of JV- Not required if MOU/JV agreement is signed by the proprietor of the sole proprietor firm/ karta of HUF himself)

Instructions) (Para 16.2.3 (b) of General
 & clause No. 14 (a)(ii), 15 Annex I
 Part-I of
 GCC-2020, with up to date correction
 slip

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

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

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

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

(Signature of Sri.....) Executants Partner
 (Name & signature)

DATE 1.....
 2.....
 3.....

Place :- 4.....
 Seal of Firm Seal of Firm

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

Annexure-XIV

(Para 16.2.1 (b) of General Instructions) & clause No. 15 Annex I
Part-I of GCC-2020, with up to date correction slip

SPECIAL POWER OF ATTORNEY

(For Sole Proprietor Firm only) BE IT KNOWN

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

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

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

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

(Signature with name of Power attorney Holder)

(Name & signature of sole proprietor)

Dated

Place

(Seal of Firm)

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in

that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.

(Not required if tender is uploaded by Proprietor himself)

Annexure-XV

(Para 16.2.4 (D) of General Instructions)

& clause No. 14(c) (ii) and 15 of Part-I of GCC-2020, with up to date correction slip

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

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

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

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

(Signature of Shri)

Authorized signatory of the firm

Dated.....

Place

Seal of Firm

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

MODEL FORM OF BANK GUARANTEE BOND FOR PG

To
GM/CO.
DFCCIL, Ajmer

1. In consideration of the President of India acting through (indicate designation of concerned

2 GM/CO. (hereinafter called "the Government") having agreed to exempt – (Name & address) ----- (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement dated ----- made between ----- and -- ----- for ----- (hereinafter called "the said Agreement"), of Performance Guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs.----- (Rupees-----only) we, ----- (hereinafter referred to as "the Bank" at the request of ----- (contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

3. We----- (indicate the name of the bank) i.e. ----- (name, address and branch code) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----

4. We under-take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier (s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal .

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

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

Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on in writing on or before the ----- we shall be discharged from all liability under this guarantee thereafter.

6. We----- (Indicate the name of bank) i.e. ----- (name, address and branch) further agree with the government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said

contractor(s) from time to time or to post opens for any time or from time to time any of the powers exercisable by the Government against the said, Contractor(s) and to further or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/Supplier(s).

8. We ----- (indicate the name of bank) i.e.
..... (Name, address and branch code) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the----- day of----- 2020

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

ANNEXURE-XVII

(Para 16.2.7.4 (c) of General Instructions &
Clause No. 17.14.3 (a) of Annex.I Part-I of GCC-2020, with up to date correction slip)

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

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

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

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

Signed by Managing Director/

Director/ Company Secretary

Of the Company

Note:-

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

Clause No. 16.2.7.3(c) of General Instructions &
 Clause No. 17.14.1 (c) and 15 of Annex.I Part-I of
 GCC-2020, with up to date correction slip

SPECIAL POWER OF ATTORNEY
(For Partnership Firms participating as a member of JV only)

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

(1).....2.....

3.....4.....

5.....6.....having its
 office athereby give our consent on behalf of M/s.....
(Indicate name of firm) in favour of Mr(Indicate name of
 Partner), whose specimen signature are appended below, for entering into Joint Venture
 Agreement with
 M/s..... (Indicate name of other firm's)..... having office at
 in connection with T. NoName of work
 to sign & execute the MOU, JV agreement and all other required documents
 pertaining to above said tender.

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

(Signature of Sri.....)

Executants Partner
 (Name & signature)

DATE

1.....

2.....

Place

3.....

4.....

Seal of Firm

Seal of Firm

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

**Clause No. 16.1(g) of General Instructions &
Clause No. 10.3 Annex.I Part-I of GCC-2020, with
up to date correction slip**

(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)

(Mandatory and applicable for tenders valuing more than Rs 20 Cr to calculate Bid
Capacity of tenderer- For value of A)

To
GM/CO.
DFCCIL, Ajmer.
Sub: -Construction works executed and payment received

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

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

Yours sincerely,

Date: ...

(Name & Sign. Of Authorized Signatory)

Seal of firm

Registration No:-

E-Mail:-

Note :

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

Clause No. 16.2.7.5(d) of General Instructions &
 Clause No. 14(f)(iii) and 15 of Annex.-I Part-I of
 GCC-2020, with up to date correction slip

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

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

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

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

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

who is/are presently holding the above mentioned position in the LLP as our true and
 lawful attorney (hereinafter referred to as “Attorney”) of the LLP to jointly or severally
 exercise all or any of the following powers for and on behalf of
 M/S..... (name of LLP & LLPIN number) in
 respect of the aforesaid tender Invited by the DFCCIL :

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

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

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

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

Signature Name:
Address:

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

Signature Name:
Address:

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

(1)Name Signature.....

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

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

Public) (Seal and signature of Notary

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

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

Annexure -XXI

Clause No. 16.2.5(c) of General Instructions &
 Clause No. 14(f)(iii) Annex.I Part-I of GCC-2020,
 with up to date correction slip

Partner's Resolution of LLP Firm incorporated under LLP Act for submitting Tender by LLP firm (To be printed on Firm's letter head)

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS

OF (LLP Name) having LLPIN of
 20 (Hereinafter referred to as LLP) HELD ON (Date) AT (Address)

Whereas the Board has been described about
 NIT No. issued by DFCCIL for the work
 name"

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

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

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

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

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

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person:

Designation:

Place:

Dated:

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

(Seal and signature of Notary Public)

Note:-

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

Annexure –XXII

Clause No. 16.2.6(c) of General Instructions &
 Clause No. 14(e)(iii) and 15 of Annex.I Part-I of GCC-2020 ,
 with up to date correction slip

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

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S
 (Name of **Registered Society / Registered Trust**) is a **Registered Society / Registered Trust** registered under the Act (Name of the act vide which registered), and having its registered office at(hereinafter called the '**Registered Society / Registered Trust** ').
 AND WHEREAS by its resolution No passed in the meeting held on..... of the Executive Member of the **Registered Society / Registered Trust** the **Registered Society / Registered Trust** (**Registered Society / Registered Trust** name) have decided to participate in the tender No. invited by DFCCIL for the work namely "....."

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

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

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

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

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

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

Signature Name:
Address:

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

Name of authorized rep
(Executants):
Designation:

Signature Name:
Address:

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

(1)Name Signature.....

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

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

(Seal and signature of Notary Public)

Notes:-

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

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

Annexure-XXIII

Clause No. 16.1(n) of General Instructions
Information and particulars in terms of Para 11(a) and
11(b) of
General Instructions and Clause No. 16 of
Annexure-I Part-I of GCC-2020,
with up to date correction slip.

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

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

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

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

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

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

Note:- 1. Details as per the above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such retired Gazetted Railway/DFCCIL Officer/ Engineer, Nil to be furnished in the format.

2 In case details are not submitted in terms of Para 11(a) by the tenderer, their offer shall be summarily rejected.

3 Also submit the document of permission from the President of India or any officer, duly authorized by him in this behalf, in case (i) where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender (ii) where such Engineer or officer is a partner or director as the case, in partnership firm or an incorporated company,.

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

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

Note :- 1. Details as per the above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such relative, Nil to be furnished in the format.

2. In case details are not submitted in terms of Para 11(b) of General Instructions by the tenderer, their offer shall be summarily rejected.

Signature of the tenderer.....

Name.....

Annexure-XXIV

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

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS

OF _____ (LLP Name) having LLPINof 20)
(hereinafter referred to as LLP) HELD ON (Date) _____ AT (Address) _____

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

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

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

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

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

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: _____

Designation: _____

_____ Place:

Dated: _____

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

(Seal and signature of Notary Public)

Annexure : XXV

Clause No. 16.2.5(d) of General Instructions

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

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

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

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

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

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

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

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

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

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

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

and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by

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

WITNESSES:

Signature Name:
Address:

Signatures of authorized
representative & Seal of LLP:

Name of authorized
representative:
Designation:

Signature Name:
Address:

Specimen Signatures of Attorney Holder in token of acceptance:

(1)NameSignature.....

(2)NameSignature.....

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

(Seal and signature of Notary Public)

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

SPECIMEN RESOLUTION OF EXECUTIVE COMMITTEE OF REGISTERED

SOCIETY/TRUST (To be printed on registered society/ trust's letter head)

FOR ENTERING INTO JV WITH OTHER ENTITIES

Extract from the minutes of meeting of Executive Committee of Registered Society/Trust held on

..... (Date) at the office of the Registered Society/Trust situated at
..... (Address of the Registered Society/Trust).

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

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

Name and Signed by authorized

Executants/s of Registered Society/Trust

Note:-

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

(Para 16.2.7.6 (c) of General Instructions)

SPECIAL POWER OF ATTORNEY**(To be submitted by Registered Society/Trust participating as member of JV)
BE**

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

"T.No.....Name of work.....
"

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

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

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

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

(Sign& Seal.....)

Place...

Date:-.....

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

ANNEXURE- XXVIII**DFCCIL CONTRACT AGREEMENT OF WORKS
(charged to EBR(IF) CONTRACT****AGREEMENT NO. -----DATED-----**

ARTICLE OF AGREEMENT made on this day _____ in the year Two Thousand and between the President of India, acting through the _____ (DFCCIL) Administration having its office at Ajmer hereinafter called the 'DFCCIL' of the first and part and ----- Name of Contractor ----- hereinafter called the 'Contractor' of the second part and Indian Railway Finance Corporation Limited hereinafter called the 'IRFC' of the third part having its office at ----- with GSTIN ----- (GSTIN of billing unit, IRFC).

First part, second part and third part collectively hereinafter called the 'Parties'.

WHEREAS the contractor has agreed with the DFCCIL for performance of the works----- set forth in the schedule hereto annexed upon the Standard General Condition of Contract corrected up to latest correction slips and the Specifications of the ----- DFCCIL corrected up to latest correction slips and the Specifications of the ----- DFCCIL, corrected up to latest correction slips and the Special Condition and Specifications, if any, and in conformity with the Drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to payments to be made by the DFCCIL, the Contractor will duly perform the said works in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the DFCCIL and will complete the same in accordance with the said specifications and said drawings and said conditions of contracts on or before the ----- day of -----20 and will maintain the said work for a period of ----- calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions there is mentioned (which shall be deemed and taken to be part of this contract as if the same have been fully set forth herein) AND the DFCCIL both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the DFCCIL will pay or cause to be paid to the contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

It is agreed by and between the parties that DFCCIL shall continue to be held responsible for all obligations, risk and liabilities, whatsoever, arising out of or in connection with the Contract Agreement and this Novation Agreement, whether during the progress of the work or after its completion.

It is further agreed and understood by and between the parties that IRFC shall be the owner of assets, if any, arising out of execution of works as defined in the Contract Agreement, except the land whose ownership shall continue with DFCCIL. Accordingly, the invoices shall be issued by capturing GSTIN of contractor (as the supplier) and GSTIN of IRFC (as the bill-to party). Also, the contractor shall submit the invoice, issued in the name of IRFC, to DFCCIL for processing payment by DFCCIL to Contractor subject to applicable TDS under the Income Tax, GST or any other applicable laws.

It is further agreed by and between the parties that IRFC shall be responsible to comply with Income Tax and GST laws in relation to filling of returns.

All the communication in relation to the Contract Agreement would only be between Party hereto of first part and second part.

For and on behalf of the President of India

Witness of the Signature

1.

2.

Address :.....

Signature of Contractor

Name of Authorized Signatory

Witnesses of the Signature

1.....

2.....

Address:.....

For and on behalf of the
Indian Railway Finance Corporation

Witness of the Signature

1.

2.

Address:.....

ANNEXURE-XXIX

((Para 16.2.2 (a) of General Instructions)
clause 14(ii) (b) of the GCC 2020)

CERTIFICATE

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

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

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

Deponent

Signature and Seal

VERIFICATION

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

Deponent

Signature and Seal
Place:-

Date:-

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

(Para 16.2..2 (b) of General Instructions)
(Clause 14 (ii) (b) and clause 15 of the GCC 2020)

**SPECIAL POWER OF ATTORNEY
(For HUF (Hindu Undivided Family))**

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

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

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

(Signature of Sri.....)

Members of the HUF
(Name & signature)

DATE

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

Place

3.....

4.....

Seal of Firm

Seal of Firm

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

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

(Para 16.2.3 (c) of General Instructions)

Explanation for clause 10 – eligibility criteria, of the GCC 2020)

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

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

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

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

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

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

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

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

Declaration by the Tenderer:-

We/ I have read the content of this declaration & respective conditions of the GCC regarding assessment of the eligibility of our partnership firm/ LLP firm and have/

has enclosed all the required mandatory documents accordingly. We/I hereby declare that the information given above are true. If any of the above information is found to be wrong at any time, my tender will liable to be rejected.

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

Notes-

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

((Para 16.2.3 (d) of General Instructions)
(Explanation for clause 10 – eligibility criteria, of the GCC 2020)

DECLARATION BY AN EXISTING PARTNERSHIP FIRM/ LLP FIRM

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

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

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

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

OR

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

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

AND / OR

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

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

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

- (1) Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I.
- (2) A copy of previous partnership Firm (Notarized or duly registered with the Registrar) (3) Affidavit as per proforma given of Annexure –IX for previous Propriety firm (duly executed on stamp paper and notarized).
- (4) Copy of previous LLP agreement and certificate of incorporation.
- (5) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm)
- (6) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, LLP firm or propriety firm)

- (7) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para16.1 (c), (d), (f),(g), (k) above.

Declaration by the Tenderer :-

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

Name and Signature of Tenderer
Alongwith seal.

1. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re- worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
2. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
3. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
4. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
5. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
6. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
7. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

((Para 16.2.4 (e) of General Instructions)
(Explanation for clause 10 – eligibility criteria, of the GCC 2020)

DECLARATION REGARDING CONSTITUTION OF EXISTING/ NEW COMPANY

(Mandatory if tenderer is an Existing / New Company)

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

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

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

OR

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

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

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

- (1) Details of company getting merged as per annexure I
- (2) Copy of Memorandum of Association/ Articles of Association of the Company getting merged
- (3) Copy of certificate of incorporation of previous company getting Merged.
- (4) Resolution by the Board of Directors for the Merger of the company(s) with the tenderer
- (5) Proof of surrender of previous PAN no
- (6) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such Company(s) joining the new/ existing Company, as per para 16.1 (c), (d), (f), (g), (k) above.

Declaration by the Tenderer :-

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

Name and Signature of Tenderer

alongwith seal.

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

Annexure XXXIV

clause 10.1 (b) (iii) of part I and clause 7 of part II of the GCC 2020)

DFCCIL

CONTRACT AGREEMENT OF SECONDARY COMPONENT OF THE WORKS

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

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

First part, second part collectively hereinafter called the 'Parties'.

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

NOW THIS INDENTURE WITNESSETH that in consideration to payments to be
made by the DFCCIL, the Contractor will duly perform the said works in the said schedule
set forth and shall execute the same with great promptness, care and accuracy in a
workman like manner to the satisfaction of the DFCCIL and will complete the same in
accordance with the said specifications and said drawings and said conditions of contracts
on or before the ----- day of -----20 and will maintain the
said work for a period of ----- calendar months from the certified date of their
completion and will observe, fulfill and keep all the conditions there is mentioned (which
shall be deemed and taken to be part of this contract as if the same have been fully set
forth herein) AND the DFCCIL both hereby agree that if the Contractor shall duly perform
the said works in the manner aforesaid and observe and keep the said terms and
conditions, the DFCCIL will pay or cause to be paid to the contractor for the said works on
the final completion thereof the amount due in respect thereof at the rates specified in the
Schedule hereto annexed.

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

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

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

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

For and on behalf of the Contractor

Name of Authorized Signatory

Witness of the Signature

1.

2.

Address :

Signature of Sub Contractor

Name of Authorized Signatory

Witnesses of the Signature

1.....

2.....

Address:.....

(Seal and signature of Notary Public)

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

BID SECURITY DECLARATION

(Applicable in case..... of Para..... STD)

I/We.....
(Name of bidder) am/are aware that I/we..... have been
exempted from submission of Bid Security/ Earnest Money deposit in lieu of this Bid Security
Declaration. I/we understand and accept that
if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being
called upon to submit the Performance Guarantee/ Performance Security fail to submit the same
within the stipulated time period mentioned in tender documents or on being called upon to
sign the contract agreement fail to sign the same within stipulated period mentioned in tender
documents,

I/ We.....i.e., the bidder shall be banned from submission
of bids in any Works/ Service Tender issued by DFCCIL for a period of 12 months from the
date of such banning done on e-platform IREPS.

If the bidder is banned for submission of bids on the date of closing of tender, such bid, even if
received, shall be treated as invalid while evaluating the bids.

Signature of Tenderer/s

Note :- 1.0 This is submitted in lieu of Bid Security Deposit/ Earnest Money for the particular
tender.

END OF DOCUMENT