



**Single Packet Open Tender No.**  
**DFCC/MGS/EL/132KV TRL- XING/02**  
(Participation through E-Tender Only)

**For**

Design, supply, erection, testing and commissioning of 132 KV, 3 phase Double circuit Transmission Line Crossing Modification work for DFC alignment at KM 548/8-10 in Sonenagar-Chiraila Pauthu section in Mughalsarai unit of DFCCIL.

**Dedicated Freight Corridor Corporation of India Ltd.**  
Swarna Complex, 2<sup>nd</sup> Floor, Susuwahi, Post-Susuwahi  
(Near Union Bank of India), Thana-Lanka, Varanasi – Mughalsarai,  
Varanasi-221011

Visit:- [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)

**Help: Please contact Tender wizard helpdesk at no. 011-49424365 or Mob-8090426426**

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## PART- I

### Chapter – I

#### PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

##### 1.1.1 Introduction

##### (i) Scope of Work

On behalf of President of India, Chief Project Manager /Mughalsarai, (Swarna Complex, 2<sup>nd</sup> Floor, Susuwahi, Post – Susuwahi, Near Union Bank of India, Thana – Lanka, Varanasi-221011) herein after referred to as 'DFCCIL' invites E- tenders in single packet system on prescribed forms from established and experienced Contractors for execution of the following work: **Design, supply, erection, testing and commissioning of 132 KV, 3 phase Double circuit Transmission Line Crossing Modification work for DFC alignment at KM 548/8-10 in Sonenagar-Chiraila Pauthu section in Mughalsarai unit of DFCCIL.**

(ii) Scope of work is as per the requirements given in the bid document but not limited to:

- (a) Detail/Check survey and Preparation of profile
- (b) Design of tower/foundations, if required.
- (c) Execution of Foundations
- (d) Supply of complete materials
- (e) Tower erection and stringing
- (f) Testing and commissioning
- (g) Dismantling and handing over the material to BSPTCL/Railways.
- (h) Other miscellaneous works.

(iii) **Cost of the work:** The estimated cost of the tendered work is approximately **Rs. 72,30,482.00/-** only.

(iv) The tenderer shall be governed by General Conditions of Contract (GCC), preamble and general instructions to tenderers and special conditions of contract (SCC). Wherever there is conflict in any condition between GCC and Special condition of contract mentioned in tender documents, the condition mentioned in special condition will prevail. However Employers decision in this connection shall be final and binding.

##### (v) Location

Works is to be executed in the jurisdiction of CPM / DFCCIL / Mughalsarai at DFC CH: 2000 in Sonnagar – Chiraila Pauthu section of Indian Railway.

### 1.1.1 (a) Tender Bid

All bidders must note that this being E-tender, bids received only through E-tendering portal shall be considered as an offer. Any bid received in paper form will not be opened and shall be summarily rejected.

### 1.1.1 (b) Bid Document obtaining process

The bidder who wish to view free notification and tender documents can visit DFCCIL's website [www.dfccil.gov.in](http://www.dfccil.gov.in) OR [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) OR Central Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in).

Interested bidders who wish to participate should visit website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), which is the only website for bidding their offer. Further the procedure is as follows:

- Register yourself with M/s. Indian Telephone Industries (ITI) for obtaining Login ID and Password (after paying necessary charges). This is one time annual payment and applicable for bidding other tenders also.
- Obtain Class-III Digital Signature Certificate from ITI or any other digital signature issuing authority. In case bidder wishes to obtain the digital signature certificate from ITI, they may contact helpdesk numbers 011-49424365 or 8090426426.
- Using the login ID, password and digital signature enter the tender portal to purchase the tender document.
- The tender document charge has to be paid either through DD/Bankers Cheque drawn in favour of Dedicated Freight Corridor Corporation of India Limited payable at Varanasi or by online payment through NEFT/RTGS as per the details provided in relevant para.
- Payment of processing fees through e-payment. This payment can be done only through –payment gateway of ITI at the time of request.
- After the payment of E-Tender processing fee and Tender Document cost the bidder can download the financial bid' (Microsoft Excel file 'Financial.bid.xls') by clicking the link "show Form".

### 1.1.1 (c) Bid submission process:

- Before quoting the rate and uploading the Financial Bid' in given format Bidders are advised to upload scanned copies of the following supporting document in 'document library', The list is indicative and not extensive.
  - i. Payment document of 'Tender Document Charge' (Statutory document.)
  - ii. EMD Document confirming to Para 1.1.7

- iii. Supporting Documents for Eligibility Criteria as per Para-1.1.12
  - iv. GST Registration Certificate if applicable.
  - v. Partnership deed, Memorandum and Articles of Association of the firm or company, if applicable.
  - vi. Power of attorney authorizing the signatory of the Tender to commit the Tenderer in accordance with para 1.1.4 duly attested by Notary Public.
  - vii. Any other supporting document as required.
- After uploading above documents, bidder should quote their rates in the downloaded 'Financial Bid' file and save the file. After saving, the bidder can upload the filled file. The name of the downloaded 'Financial Bid' ('Financialbid.xls') file should not be changed.
  - In case of offline mode the Bidder should submit the original EMD & tender Document fees in Chief Project Manager/MGS's Officer on/or before closing time and date of tender. On failure of the same, the offer of the bidder is liable to be rejected. The payment for EMD & Tender form fees can also be made by online payment through NEFT/RTGS.

### 1.1.2 Tender Document

This tender document consists of following two parts:

<b>Part-I</b>	Chapter-I	Preamble and General Instructions to tenderers.
	Chapter-II	Conditions of Contract
	Chapter-III	Prices & Payments
	Chapter-IV	Explanatory Notes
<b>Part -II</b>	Chapter-I	General specifications
	Chapter-II	Particular specifications
	Chapter-III	Tender Forms

**1.1.3.1 Cost of biddings** - The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the DFCCIL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**1.1.3.2 Language of Bid** - The Bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the DFCCIL shall be written in English.

**1.1.3.3 Care in Submission of Tenders** – 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 quoted rates by tenderer in tender forms are adequate and all inclusive in item of Taxes,

Duties & Levies etc. in terms of General/Special Conditions of Contract for the completion of works to the entire satisfaction of the Employer .

1.1.3.4 The bidder must own all responsibilities and bear all cost for information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations and liabilities given in tender document.

1.1.3.5 All communication between the Employer and the tendered shall be in writing. For the purpose of seeking clarifications, the Employer's address is:

**Dedicated Freight Corridor Corporation of India Limited**

Attention: **Mr. Ramesh Maurya**

**Addl. Chief Project Manager (Electrical)**

**2<sup>nd</sup> Floor, Swarna Complex, Susuwahi Market,**

**Near Union Bank of India, Varanasi-221011, INDIA**

Telephone: 07897003135, Fax number: +91-05422670222

Electronic mail address: cpmmgms@gmail.com, [rmaurya@dfcc.co.in](mailto:rmaurya@dfcc.co.in)

1.1.3.6 **Signing of all Bid Papers and completing Financial Bid** – This tender being E – tender, the digital signature obtained from approved Controller of Certificate Authorities (CCA) shall only be considered as authentic. The process of obtaining digital signature has been specified at Para 1.1.1(b).

1.1.3.7 Bid document shall be signed by a person duly authorized to sign on behalf of the Bidder. Any interlineations, erasures or overwriting shall be valid only if they are signed or initiated by the person signing the bid.

**1.1.3.8 Opening of Tender**

(a) Tender will be opened ONLINE at 15.30 hrs. on 21/06/2018, in the office of the Chief Project Manager/ Mughalsarai, 2<sup>nd</sup> Floor, Swarna Complex, Susuwahi Market, Near Union Bank, Varanasi-221011 in the presence of the tenderers or their representatives as may be present at the prescribed date and time.

(b) Tenderers or their representatives who are present shall sign in register as evidence of their attendance.

(c) After the opening of tender document of all the tenderers, the same shall be scrutinized and analyzed. If found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderer(s) after giving due notice. The names of the tenderers whose bid are considered complete and they meet eligibility criteria shall be short listed. The earnest money of non-qualifying tenderers will be returned back within a reasonable period of completion of results.

**1.1.4 Constitution of the Firm:**

1.1.4.1 The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a Partnership Firm. If the tender is submitted on behalf of a partnership firm he should submit the certified copy of partnership deed along

with the tender and authorization to sign the tender document on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing tender documents. The DFCCIL will not be bound by any power of attorney granted by the tenderer/s or by changes in the composition of the firm made subsequent to the execution of the contract. The DFCCIL may, however, recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the contractor.

1.1.4.2 The tenderer whether sole proprietor, or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favor of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, 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.

1.1.4.3 **Partnership Firm-** In case the tenderer/s is a partnership firm, the work experience, turnover etc. shall be in the name of partnership firm only.

#### 1.1.5 Deleted

#### 1.1.6 Validity Of Tender

Tenderer shall keep his offer open for a minimum period of 90 days from the date of opening of the tender or as mentioned in the Tender notice.

#### 1.1.7 Earnest Money –

- a) The tender must be accompanied by Earnest Money of **Rs. 1,44,610/-** (One lac fourty four thousand six hundred ten only) in favor of “**DFCCIL**” payable at Varanasi deposited in any of the forms as mentioned in 1.1.7(c), failing which the tender will not be considered.
- b) The earnest money shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in this tender i.e. 90 days from the date of opening of tender. If the validity of the offer is extended, the validity of earnest money should also be extended failing which the offer after the expiry of the aforesaid period may not be considered by the DFCCIL.
- c) The Earnest money should be in any of the following forms :  
Banker's cheque / Demand Draft/ FDR from Nationalized/ Indian Scheduled Commercial Bank.
- d) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from

his offer or modify the terms and conditions, thereof in a manner not acceptable to the Employer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.

- e) The Earnest money of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession nor be liable to pay interest thereon.

**NOTE:** No interest shall be paid by DFCCIL on Earnest money amount.

**1.1.8 Execution of contract Agreement –** The Tenderer whose tender is accepted shall be required to appear in person at the office of the **Chief Project Manager/ Mughalsarai, 2<sup>nd</sup> Floor, Swarna Complex, Susuwahi Market, Near Union Bank, Varanasi-221011** or if a firm or corporation, a duly authorized representative shall so appear and execute the contract documents within 15 days after notice that the contract has been awarded to him and Performance Guarantee has been deposited by him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any Tenderer whose tender is accepted shall refuse to execute the contract documents as herein before provided, 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 DFCCIL shall be entitled to forfeit the full amount of the earnest money.

**1.1.9 Security Deposit On Acceptance Of Tender:**

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

**1.1.10 Tenderer's Address**

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

**1.1.11 Right of DFCCIL to deal with Tenders**

- a) The DFCCIL reserves the right of not to invite tenders for any of DFCCIL work or works or to invite open or limited tenders and when tenderers are called to accept a tender in whole or in part or reject any tender or all tenders without



assigning reasons for any such action.

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

### 1.1.12(i) Eligibility Criteria

#### (A) Technical Eligibility Criteria

Criteria	Compliance Requirement		Documents
Requirement	Single Entity	Partnership firm	Submission Requirements
The tenderer /partnership firm must have successfully / satisfactorily completed at least one similar* single work for minimum value of 35% of advertised tender value of work in last three previous financial year and current financial year up to the date of submission of tender. <b>* The meaning of “similar work” for this work is “satisfactory execution of supply, erection, testing and commissioning of transmission line of voltage 132 KV or above.”</b>	Must meet requirement	Partnership firm – Must meet requirement.	The tenderer shall submit the completion certificates / certified completion certificates from the client(s) and or photostat of original certificates of client. All documents either original or photocopy should be attested by Notary.

Note: Value of completed work done by a Partnership Firm shall be reckoned only in the name of partnership firm for the purpose of satisfying compliance to the above mentioned technical eligibility criteria in the tender under consideration.

#### (B) Financial Eligibility Criteria

Criteria	Compliance Requirement		Documents
Requirement	Single Entity	Partnership firm	Submission Requirements
The tenderer /Partnership firm should have received total payment against satisfactory execution of all completed /	Must meet requirement	Partnership firm – Must meet requirement.	TDS certificates / Audited balance sheets and or Photostat of TDS

ongoing works of all types (not confined to only similar works) during preceding three financial years i.e. current financial year and three previous financial years (with deadline of submission of tender) of a value not less than 150% of the advertised cost of work.			certificates / Audited Balance sheets clearly indicating the contractual amount received. All documents either original or photocopy should be attested by Notary.
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**Note:** Contractual payments received by a Partnership firm shall be reckoned only to extent of that Partnership Firm for the purpose of satisfying compliance.

#### 1.1.12 (ii) Credentials of Tenderer

The tenderer shall provide satisfactory evidence acceptable to DFCCIL to show that:

- (a) For Technical eligibility criteria, the details will be submitted in Form 2A. Supporting documents shall also be submitted.
- (b) For Financial eligibility criteria, the details will be submitted in Form 2B. Supporting documents shall also be submitted
- (c) The tenderer should submit attested copies of the certificates obtained from the agencies wherever the works have been completed successfully. These certificates should indicate the details of works carried out and successful commissioning of similar type of work executed by the tenderer.

**Certificate from Private individuals for whom such work is executed/being executed shall not be accepted.**

The following will be applicable for evaluating the eligibility:

- (i) Similar nature of work physically completed within the qualifying period, i.e. last three financial year and current financial year (even though the work might have commenced before the qualifying period) shall only be considered in evaluating the eligibility criteria:
- (ii) The total value of similar nature of work completed during the qualifying period and not the payment received within qualifying period alone should be considered. In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions 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 deductions is to be considered. However, if final measurements have been recorded and work has been Completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower shall be considered for judging eligibility.
- iii) As a proof of sufficient financial capacity and organizational resources, contractor should have received total payments against satisfactory execution of all completed /on-going works of all types (not confined to only similar works) during the last three financial years and in the current financial year (up to the

date of submission of the tender) of a value not less than 150% of advertised cost.

- iv) Tenderer shall submit a statement of contractual payments received during last three financial years and current financial year on the prescribed Performa as per Form-2B. The details shall be based on the Form 16-A issued by the employer i.e. the certificate of deduction of tax at source as per Income Tax Act 1961. The photocopies of Form 16-A shall be enclosed duly attested by Notary Public with seal and Notarial Stamp thereon or A certificate from auditor or audited balance sheet certified by Chartered Accountant .clearly indicating the contractual amount received duly attested by Notary Public with seal and Notarial Stamp thereon.
- v) The tenderer shall be considered disqualified/in-eligible if
  - (a) The Tenderer or any of its partners and/or subcontractors included in the tender has been banned for business with Ministry of Railways/DFCCIL along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Web site (<http://www.indianrailways.gov.in/railwayboard>) of Railway Board pertaining to Banning of Business, with the Banning being valid as on the date of submission the Tender.
  - (b) The Tenderer or any of its partners has suffered bankruptcy/insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of Application.

#### **1.1.12(iii) System of Verification of Tenderer's Credential:**

- (a) For the works tenders, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of certificates submitted by the tenderer, shall be self-attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self –attestation shall include signature, stamp and date (on each page).
- (b) The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted alongwith bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Form-8**. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification

for the tender is concerned.

- (c) The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of the DFCCIL there under.
- (d) In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire DFCCIL for 5(five) years.

#### **1.1.13 Period of Completion**

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

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

#### **1.1.15 Employer not bound to accept any tender:**

The employer shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The employer reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender papers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever. In case the overall value of the tender by a public sector undertaking of the Central Government is upto 10% higher than the lowest tender of a private tenderer, the DFCCIL reserves the right to give preference to the tender of such public sector undertaking at the lowest price bid.

#### **1.1.16 Schedule of Prices**

Schedule-1A and Schedule-1B, of the tender document lists out the Schedule of Prices for various items. Based on these, the total contract value has also been worked out in schedule-1.

**1.1.17 Performance Guarantee** shall be required from successful bidders as per Para 1.2.14 of Special Conditions of Contract(SCC).

**1.1.18 Provision for medium & small enterprises (MSE)**

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

1. Tender sets shall be provided free of cost to MSEs registered with the listed agencies for the item tendered.
2. MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money.
3. (I) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:
  - (i) District industries Centres
  - (ii) Khadi and Village Industries Commission
  - (iii) Khadi and Village Industries Board
  - (iv) Coir Board
  - (v) National Small Industries Corporation
  - (vi) Directorate of Handicraft and Handloom
  - (vii) Any other body specified by Ministry of MSME.

(II) The MSEs must also indicate the terminal validity date of their registration.

Falling (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.
4. Definition of MSEs owned by SC/ST is as give below:
  - (i) In case of proprietary MSE, proprietors (s) shall be SC/ST.
  - (ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
  - (iii) In case of Private Limited Companies at least 51% share shall be held by SC/ST promoters.
5. All bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/tender process or other tender requirements and L-1 price.

6. The above facilities shall not be applicable for the items for which they are not registered.
7. The tenderer (s) shall submit photocopy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSMEs shall also submit a copy of “Entrepreneur’s Memorandum (Part-II)” of the concerned district centre where the unit is established.
8. **Registration of Udyog Aadhar Memorandum (UAM)**  
All Micro and Small Enterprises (MSE’s) bidders are required to declare UAM number bidders on CPPP failing which such bidders will not be able to enjoy the benefits as per Public Procurement policy for MSEs order, 2012 for tender invited electronically through CPPP.

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**PART - I**

**CHAPTER II**

- (A) GENERAL CONDITIONS OF CONTRACT**
- (B) SPECIAL CONDITIONS OF CONTRACT**

**(A) GENERAL CONDITIONS OF CONTRACT****DEFINITIONS AND INTERPRETATION**

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

(a) “Employer” shall mean the Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL) and shall mean and include their legal successors and permitted assigns.

(b) “Officer”, “Officer-in-Charge”, “Employer’s Representative” shall mean the APM/PM/Dy.CPM/Add. CPM of DFCCIL in direct charge of the work and shall include any Executive/Sr. Executive of DFCCIL of Civil Engineering/Signal and Telecommunication Engineering /Electrical Engineering Department appointed by DFCCIL and shall mean and include the Employer’s Representative of DFCCIL.

(c) “Contractor/Tenderer(s)” shall mean the person/Firm/Co-operative Society or Company / Partnership firm whether incorporated or not who enters into the contract with the Railway/DFCCIL and shall include their executors, administrators, and successors and permitted assigns.

(d) “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, the General Conditions of Contract, the special conditions of contracts, if any, the drawings, the specifications, the special specifications, if any and tender forms, if any and all other documents included as part of contract.

(e) “Works” shall mean the works to be executed in accordance with the contract.

(f) “Specifications” shall mean the Specifications for materials and works referred / mentioned in tender documents.

(g) “Schedule of rates” shall mean the schedule of rates specified in tender document.

(h) “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 Employer from time to time.

(i) “Constructional Plan” shall mean all appliances or things of what so ever 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.

(j) “Temporary Works” shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.



(k) “Site” shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway/DFCCIL for the purpose of the contract.

### **GENERAL OBLIGATION**

(2) **Execution Co-relation and intent of contract Documents:-**The contract documents be signed in triplicate by the Railway/DFCCIL and the Contractor. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway/DFCCIL to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

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

(4) **Communications to be in writing:-**All notices, communications, reference and complaints made by the Employer or the Employer’s representative or the contractor interest concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

(5) **Service of Notices on Contractors:-**The contractor shall furnish to the Employer the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given in the Contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Employer.

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

(7) **Assignment or subletting of contract:-**The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without consent of the Employer. Any breach of this

condition shall render the contractor liable for payment to the DFCCIL in respect of any loss or damage arising or ensuing from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and the DFCCIL and shall not relieve the contractor of any responsibility under the contract.

(8) **Deleted**

(9) **Deleted**

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

(11) **Deleted**

(12) **Representation on Works:-**The contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Employer and orders given by the Employer or the Employer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor.

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

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

(15) **Indemnity by Contractors:-** The contractor shall indemnify and save harmless the Employer from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Employer by reason of any act or omission of the contractor, his agents or

employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

**16 (1) Security Deposit :-** The earnest money deposited by the contractor with this tender will be retained by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractor's "on account" bills. Provided also that in case of defaulting contractor the Employer may retain any amount due for payment to the contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.

**(2)** Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under:

- (a) Security Deposit should be 5% of the contract value.
- (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.  
Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SDE in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.

Security deposit shall be returned to the contractor after the expiry of the Defect Liability Period/Maintenance Period and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

**Note:** After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.

**(3)** No interest will 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 (1) of this clause will be payable with interest accrued thereon.

**(4) Performance Guarantee( P.G.)**

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder may give Performance Guarantee amounting to 5% of the contract value in any of the following forms:-

- (i) a deposit of Cash
- (ii) irrevocable Bank Guarantee
- (iii) Government Securities including State Loan Bonds at 5 percent below the market value
- (iv) Deposit Receipts, Pay Orders, Demand Draft and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (vi) A Deposit in the Post Office Saving Bank;
- (vii) A deposit in the National Savings Certificates.
- (viii) Twelve years National Defence Certificates;
- (ix) Ten years Defence Deposits;
- (x) National Defence Bonds; and
- (xi) Unit Trust Certificates at 5 per cent below market value or at the face value whichever is less.

Also FDR in favor of '**DFCCIL**', (free from any encumbrance) may be accepted.

- (b) The performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 15(fifteen) days after the issue of LOA and the Performance Guarantee shall also be submitted with this time limit. This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- (c) The performance Guarantee (PG) shall be released after the physical completion of the work based on the 'completion certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the defect liability period and after passing the final bill based on 'No Claim Certificate'.
- (d) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- (e) The Employer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (no withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full

amount of the Performance Guarantee.

- (ii) Failure by the contractor to pay 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 the notice to the effect by Engineer
- (iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

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

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

- i) If any modifications have been ordered which in the opinion of the Employer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Employer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.

**17-B Extension of time for delay due to contractor:-**

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for

the reasons other than the reasons specified in clause 17 and 17-A, the DFCCIL may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Employer may decide. Railway/DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, may recover from the contractor as agreed delay damages / penalty a sum equivalent to  $\frac{1}{2}$  of 1% of the contract value of the works for each month or part of the month.

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

- i) For contract value up to Rs.2 lakhs - 10% of the total value of the contract
- ii) For contracts valued above Rs.2 lakhs - 10% of the first Rs.2 lakhs and 5% of the balance

Further competent authority while granting extension to the currency of contract under clause 17(B) of GCC may also consider levy of token penalty as deemed fit based on the merit of the case.

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

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

## EXECUTION OF WORKS

**19 (1) Contractor's understanding:-**It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and

during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

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

**(3) Accepted Programme of work:-**The contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts have to submit the detailed programme of work indicating the time schedule of various items of works in suitable form. The programme of work may be amended as necessary by discussions with the Employer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

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

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

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

**(3) Extra works:-** Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or

contractors or by other means at the option of the DFCCIL.

**21 Instruction of Employer's Representative:-**Any instructions or approval given by the Employer's representative to contractor in connection with the works shall bind the contractor as through it had been given by the Employer provided always as follows:

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

**22 Deleted**

**23. Working during night:-**The contractor shall not carry out any work between sunset and sun-rise without the previous permission of the Employer.

**24. Damage to Railway property or private life and property:-**The contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others.

**25. Sheds, stores houses and Yards:-**The contractor shall at his own expense provide himself with sheds, stores houses and yards as required for execution of the works.

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

**27. Workmanship and testing:-**The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality.

**28. Facilities for inspection:-**The contractor shall afford the Employer/ Employer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Employer and the Employer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.



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

**30. Temporary Works:-**All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Employer.

**31. Contractor to supply water/electric power for works:-**The contractor shall be responsible for the arrangements to obtain supply of water/electric power necessary for the works.

**32. Deleted**

**33. Deleted**

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

**(2) Roads and Water courses:-**Existing roads or water courses shall not be blocked cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Employer.

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

**35. Deleted.**

**36. Deleted**

**37. Rates for items of works:-** The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed.

**38. Deleted**

**39. (1) Rates for extra items of works:-** Any type of work carried out by the Contractor on the instructions of the Employer which is not included in the accepted schedules of rates shall be executed at the rates set forth in the "Schedule of Prices of

Railway/SOR of BSPTCL” modified by the tender percentage. If such items are not contained in the later, at the rate agreed upon between the Employer and the Contractor before the execution of such items of work and the Contractors shall be bound to notify the Employer at least seven days before the necessity arises for the execution of such items of works that the accepted schedule of rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Employer and Contractor, in as short a period as possible after the need for the special item has come to the notice.

(2) Provided that if the Contractor commences work or incurs any expenditure in regard there to before the rates as determined and agreed upon as lastly hereunto fore mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or the rates as shall be fixed by the Employer.

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

**(2) Clearance of site on completion:-** On completion of works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the DFCCIL/BSPTCL.

**41. Modification to contract to be in writing:-**In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the DFCCIL and the Contractor.

**42. Deleted**

## **CLAIMS**

**43. (1) Statement of Claims:-**The Contractor shall prepare and furnish to the Employer an account giving full and detailed particulars of all claims for any work done to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Employer which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.

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

## MEASUREMENTS, CERTIFICATES AND PAYMENTS

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

**45. Measurement of works:-**The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39 of these conditions on the measurements taken by the Employer or the Employer's representative in accordance with the rules prescribed for the purpose by the Railway/DFCCIL. Measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Employer 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 Employer or the Employer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measures. Failing the Contractor's attendance the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books.

**46. (1) "On-Account" Payments:-**The Contractor shall be entitled to be paid from time to time by way of "One-Account" payment only for such works as in the opinion of the Employer he has executed in terms of the contract. All payments due on the Employer's or the Employer's Representative's certificates of measurements shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these conditions, a retention of ten percent by way of security deposits, until the amount of security deposit by way of retained earnest money and such retentions shall amount to 5% of the total value of the contract provided always that the Employer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Employer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

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

**(3) On Account Payments not prejudicial to final settlement: -** "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work

having been executed nor of the manner of its execution being satisfactory.

**(4) Manner of payment:** - Unless otherwise specified payments to the Contractor will be made through RTGS/NEFT.

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

**48. (1) Certificate of completion of works:** - As soon as in the opinion of the Employer/BSPTCL, the works has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Employer shall issue a certificate of completion duly indicating the date of completion in respect, of the work.

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

**49. Deleted**

**50. Deleted**

**51. (1) Final Payment:-**On the Employer's certificate of completion in respect of the works adjustment shall be made and the balance of account based on the Employer or the Employer's representative's certified measurements of the total quantity of work executed by the contractor up to the date of completion and on the accepted schedule

or rates and for extra works on rates determined under Clause 39 of these conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Employer 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 Employer having after the receipt of such account given a certificate in writing that such claims are correct, 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.

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

**52. Deleted**

**53. Deleted**

## **LABOUR**

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

**55. Provisions of payments of Wages Act:-**The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. The contractor shall also comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway/DFCCIL from and against any claims under the aforesaid Act and the Rules.

**56. Deleted**

**57. Provision of Workmen’s Compensation Act:-** In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen’s Compensation

Act 1923, Railway/DFCCIL is obliged to pay compensation to a workman directly or through petty contractor or subcontractor employed by the Contractor in executing the work, Railway/DFCCIL will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway/DFCCIL under Section 12 Sub-section (2) of the said Act, Railway/DFCCIL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Railway/DFCCIL to the Contractor whether under these conditions or otherwise, Railway/DFCCIL shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway/DFCCIL full security for all costs for which Railway/DFCCIL might become liable in consequence of contesting such claim.

**58. Deleted**

**59. Medical facilities at site:** - The Contractor shall provide first aid medical facilities at the site.

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

**DETERMINATION OF CONTRACT**

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

**62. Deleted**

**STATEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION RULES**

**63. Matters finally determined by the DFCCIL –** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Competent Authority and the Competent Authority shall make and notify decisions on all matters referred to by the contractor.

**64. Demand for Arbitration:-**In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account and if the Railway/DFCCIL fails to make a decision within reasonable

time, then and in any such case, the contractor demand in writing that the dispute or difference be referred to arbitration as per clauses of GCC.

**65. Deleted**

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**(B) SPECIAL CONDITIONS OF CONTRACT**

**1.2.1** This Tender shall be governed by Preamble and General, Special conditions, Technical Specifications.

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

**1.2.3 Scheme of work** –Within a period of 30 days beginning from the date of receipt of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for design and various documents enumerated in tender papers to the employer.

**1.2.4 Quality Assurance Program in Supply And Erection /execution**

- a. All materials used in the work shall be of the best quality and of the class most suited for the purpose specified and procured from the sources approved by PGCIL/BSPTCL/RDSO/CORE etc. It is essential that the manufacturer from whom supply is arranged should have long experience of design and manufacture of equipments, components, materials and fittings. Only tested quality steel shall be used.
- b. **Quality of Materials And Erection** –All erection work carried out shall also be of the best quality acceptable to the Employer/BSPTCL. The work shall be carried out as per latest RDSO specification/ CORE specification or PGCIL/BSPTCL standard as on the date of opening of tender even if mentioned otherwise elsewhere in the tender.
- c. The decision of the Employer shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.

**1.2.5 Contractor's drawings etc. –**

- (a) All designs, drawings, schedules, information data progress charts etc. (as applicable) required by the Employer/Employer's representative in connection with the contract, shall be furnished by the Contractor at his own expenses.
- (b) **Drawings and Specifications of the works:** The contractor shall keep one copy of drawings and specifications at the site, in good order, and such other contract documents as may be necessary, available to the Employer and the Employer's representative.

**1.2.6 Traffic Blocks/Power Blocks/Shut Down:**

- a. The contractor shall obtain Power/Traffic/Shut down in the name of authorized



representative of DFCCIL. Employer / Employer's representative will facilitate to make arrangements to obtain power blocks/shut down (hereinafter referred to as blocks) for works to be carried out along or adjacent to the track work. Works such as foundations/erection of towers shall be done without blocks. The requirement of shut down, power blocks etc. shall be assessed by the contractor and will submit in writing along with detailed work program to the Employer / Employer's representative at least 30 days in advance for shut down/power block. Employer will review the proposal of work program under shut down/power block. Employer will approach BSPTCL/Railway for shut down/power block and inform the contractor in writing regarding approved schedule of dates in which shut down/power block will likely be available. However, date/period of shut down/power block may change in cases of immediate requirement/due to reasons beyond control of Employer. In such case, contractor will be informed accordingly and revised date/period for shut down/power block will be intimated in writing. Only after confirmation of shut down/power block period from Employer, Contractor will arrange all needful arrangements to attend the shut down/power block activity. **All the required erection of towers/stringing of conductors, shifting of conductors from old towers to new towers, dismantling of towers, conductors & insulators etc. shall be done under agreed MINIMUM power block/shut down.** Contractor will arrange minimum two gangs of labours i.e. expert of TR line fitters, Semi skilled fitters, labours etc. with supervisors and sufficient tools and tackles required as per site conditions. Work will be done day & night with war foot level with the approval of the Employer / Employer's representative.

- b. Blocks will be granted during day & night hours continuous. The Contractor shall confirm that he will equip himself to carry out all construction during night blocks efficiently by suitable special lighting equipments without any extra cost.
- c. Block period shall be counted from the time the TR-line is placed at the Contractor's disposal at the work-spot till it is cleared by the Contractor.

**1.2.7 (a) Correctness of Work and Materials** – The contractor shall be solely responsible for correctness of the positions, levels and dimensions of the works according to approved drawings, notwithstanding that he may have been assisted by the Employer or his men in setting out the same.

(b) If any dimension figured upon a drawings differs from that obtained by scaling the drawings the figured dimensions should be normally taken as correct unless it is prima facie a mistake. But all such cases shall be brought to the notice of the Employer / Employer's representative and the discrepancy set right before execution.

**1.2.8 Contractor's Responsibility for discrepancy –**

**a)** All designs and drawings submitted by the Contractor shall be based on a thorough study and shall be such that the Contractor is satisfied about their suitability. The Employer's approval will be based on these considerations. Notwithstanding approval communicated by the Employer, during the progress of the contract for designs and drawings, prototype samples of components,

materials and equipments after inspection of materials, after erection and adjustments to installations, the ultimate responsibility for correct design and execution of work shall be with contractor.

**b)** The Contractor shall be responsible for and shall bear, and pay the cost for any alternation or works arising from any discrepancies, errors or omissions in the designs and drawings supplied by him, whether such designs and drawings have been approved by the Employer or not.

#### **1.2.9 Accident**

The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.

#### **1.2.10 Safety measures –**

The contractor shall take all precautionary measures in order to ensure the protection of his own personnel at work site.

#### **1.2.11 Guarantee/Defect Liability/Maintenance period: –**

The Contractor shall guarantee that all the equipments and works executed under this contract shall be free from all defects and faults in material, design, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations. The contractor shall attend any defect arises / maintain the executed work till handing over to BSPTCL.

#### **1.2.12 Payment**

Payment will be governed by the terms specified in Part-I, Chapter III and in accordance with accepted schedule of prices, read with relevant para of the other parts and Chapters of the Tender Papers. The employer retains the right to withhold money due to the contractor arising out of this contract for any default of the contractor from other contracts which the contractor may have with the Government of India.

All payments in respect of the contract during the currency of the contract shall be made through Electronic clearing system (ECS)/Electronic funds transfer (EFT). The successful tenderer on award of contract must submit ECS/EFT Mandate Form complete in all respects as detailed at Form-7 of the tender document. However, if the facility of ECS/EFT is not available at a particular location, the payments shall be made by cheque.

#### **1.2.13 Variation in contract quantities–**

1. All individual items in this contract shall be operated with variation of plus or minus 25% and payment would be made as per the

- agreement rate. For this, no finance concurrence would be required.
2. In case of increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item will be operated in excess of 125% of the agreement quantity subject to the following conditions.
    - a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than Dy.CPM/ACPM.
      - (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.
      - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.
      - (iii) Variation in individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
    - b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
    - c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and if found necessary, should be only through fresh tenders or by negotiating with existing contractor.
  3. In cases where decrease is involved during execution of contract:
    - (a) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.
    - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of Dy.CPM/CPM/DFCCIL may be taken, after obtaining 'No Claim Certificate from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
    - (c) It should be certified that the work proposed to be reduced will not be required in the same work.
  4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
  5. No such quantity variation limit shall apply for foundation items.

**1.2.14 Performance Guarantee :**

- (i) The successful bidder shall be required to furnish to DFCCIL ,a performance Guarantee within 15 days of the receipt of letter of Acceptance, in an amount equivalent to 5%(five Percent) of the contract price. The performance Guarantee to be provided by the successful bidder in the form of a bank guarantee as per prescribed format shall be issued from any Nationalized/Indian Scheduled Commercial Bank. In case of Joint Venture (JV) the Bank Guarantee towards performance Guarantee shall be provided by JV.
- (ii) The Bank Guarantee for performance Guarantee shall remain valid until a date 60 days ( or as specified in the Contract) after expiry of Defects Liability Period.
- (iii) The Bank Guarantee for performance Guarantee shall be submitted invariably in the format given in the bidding document.
- (iv) The performance Guarantee shall be released 21 days after issue of performance certificate.

The Performance Guarantee shall be in favor of **‘DFCCIL’**.

- (a) The Performance Guarantee shall be released after the physical completion of the work based on the “Completion Certificate” issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on “No Claim Certificate”
- (b) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.
- (c) The Employer shall not make a claim under the Performance Guarantee except for amounts to which the employer is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Employer may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the contractor to pay DFCCIL amount due, either 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 Employer.
  - (iii) The contract being determined or rescinded under provision of the GCC. The Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.
- (d) The value of Performance Guarantee to be submitted by the

contractor will not change for variation upto 25% ( either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5%( five percent) for the excess value over the original contract value shall be deposited by the contractor.

**1.2.15 Arbitration:-**

Unless settled amicably, any dispute in respect of which the recommendations (if any) of conciliation has not become final and binding shall be finally decided by reference to arbitration by a Board of Arbitrators. Such arbitration shall be held in accordance with the Indian Arbitration and Reconciliation Act, 1996. The seat of such arbitration shall be Varanasi, and the language of arbitration proceedings shall be English.

**1.2.16 Integrity Pact:-**

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

A copy of pre contract integrity pact is enclosed as Form No. 9 for signature of bidder as acceptance, as and when Independent External monitor is appointed.

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**PART- I****CHAPTER - III****PRICE AND PAYMENT****1.3.1 Scope**

This chapter deals with prices to be paid for supply and/or erection of various items of work or for supplies and other amounts payable in accordance with accepted schedule of prices and rates and terms and conditions of payment mentioned herein. This is a works contract. The total prices for the completed items of work are the actual prices payable to the contractor as per the terms and conditions of the contract.

**1.3.2 Schedule of Prices***Schedule of Prices for Shifting/Height raising of towers of Transmission Lines***Erection & Dismantling Cost****Schedule - '1A'**

<b>S N</b>	<b>Description of work</b>	<b>Quantity</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>
1	Detail survey including route alignment, profiling & tower spotting	0.8	25435.70	KM	20349.00
2	Check survey including fixing of tower footing all complete as per direction of E/I.	0.8	16183.95	KM	12947.00
3	Soil investigation (Rate per location)	2.00	14395.70	Nos.	28791.00
4	Earth work in excavation of foundation in normal soil with & lift 50M including Soaring, shuttering, dewatering and filling, leveling etc. all complete job as per direction of E/I.	666.27	225.40	M <sup>3</sup>	150177.00
5	Earthing of tower with pipe type earthing set with proper connection all complete as per direction of E/I.	4.00	6755.10	Nos.	27020.00
6	Setting of stubs including fixing & erection of template, hoisting of slabs etc all complete as per drawing & design.	2.00	7072.50	Set	14145.00
7	Concreting (1:1.5:3) including the cost of shoring, shuttering, dewatering with approved quality of stone chips & cement.	70.00	10551.25	M <sup>3</sup>	738587.00
8	Concreting (1:3:6) including the cost of shoring, shuttering, dewatering with approved quality of stone chips & cement.	10.00	9494.40	M <sup>3</sup>	94944.00
9	Erection of super structure (all work above ground level) including tightening &	28.46	9860.10	MT	280618.00

	punching of bolts & nuts excluding tack welding of bolts & nuts hoisting of insulator fitting.				
10	Stringing of ACSR panther conductor and earth wire with all hardware fitting etc. all complete job of (Double ckt.)	0.8	269031.00	KM	215225.00
11	Fitting of number plate, danger plate, phase plate (02 nos. each) with complete job.	6.00	259.90	Nos.	1559.00
12	Fitting of Anti Climbing Devices	2.00	3269.45	Nos.	6539.00
13	Rate per KM of T/L for obtained right of way (ROW) clearance, tree cutting and crops compensation etc during foundation, erection and stringing	0.8	575844.40	KM	460676.00
14	Destringing of old existing conductor at tower loc. No. 5 and 6 complete job and its transportation to TC/DOS store (D/C line)	0.8	65324.60	KM	52260.00
15	Destringing of earth wire at tower loc. No. 5 and 6 complete job and its transportation to TC/DOS store	0.8	39195.45	KM	31356.00
16	Dismantling of old existing two nos. towers at loc. No. 5 and 6 complete job and its transportation to TC/DOS store	18.72	5915.60	MT	110740.00
17	Hiring of tractor with trolley	10.00	1725.00	Per trip	17250.00
18	Loading at worksite and unloading, stacking at TC/store Dehri as per instructions of DFCCIL/BSPTCL by using man power	80/M/D	236.90	M/D	18952.00
	<b>Total Schedule 'A'</b>				<b>2282135.00</b>

**Cost of Materials****Schedule - '1B'**

SN	Name of Materials	Quantity	Rate	Unit	Amount
1	Galvanized tower members, stub, clit fasteners etc including nuts, bolts & washers as per requirement.	28.46	91000.65	MT	2589879.00
2	ACSR Panther conductor	6.00	214084.00	KM	1284504.00
3	7/9 SWG Earth wire	1.00	59199.70	KM	59200.00
4	Armour rod for panther conductor	10.00	818.80	Set	8188.00
5	Disc insulators 90 KN	378.00	555.45	Nos.	209960.00
6	Pipe type ear thing sets of tower	4.00	5309.55	Nos.	21238.00
7	Double Tension fitting with all accessories for Panther conductor	12.00	4396.45	Set	52757.00

8	Single Tension fitting with all accessories for Panther conductor	12.00	2624.30	Set	31492.00
9	Tension fitting for 7/9 SWG Earth wire	4.00	824.55	Set	3298.00
10	Flexible copper bond	2.00	1097.00	Nos.	2194.00
11	MSCJ for 7/9 SWG earth wire	2.00	384.00	Nos.	768.00
12	MSCJ for ACSR Panther conductor	6.00	940.70	Nos.	5644.00
13	VD for ACSR Panther conductor	24.00	777.40	Nos.	18658.00
14	VD for 7/9 SWG earth wire	4.00	649.75	Nos.	2599.00
15	Number plate	2.00	243.80	Nos.	488.00
16	Phase plate ( Set of 3 Nos. )	2.00	269.10	Set	538.00
17	Danger plate	2.00	243.80	Nos.	488.00
18	Anti climbing device 2x1=2 Nos.	2.00	9030.95	Set	18062.00
19	Template for towers	2.4	84419.20	MT	202606.00
20	Reinforcement for different sizes	4.96	87860.00	MT	435786.00
	<b>Total Schedule -'1B'</b>				<b>4948347.00</b>
	<b>Total Schedule -'1A'</b>				<b>2282135.00</b>
<b>Grand Total Schedule-1 (Schedule -'1A'+ Schedule -'1B')</b>					<b>7230482.00</b>

**( Rs. Seventy Two Lac Thirty Thousand Four Hundred Eighty Two only.)**

### 1.3.3 (a) (i) **Prices for items**

The rates given against various items of work in Schedule-1 of the tender papers are the Schedule of Prices. The tenderers are required to quote **SINGLE** percentage below/at par/above against Schedule of Prices. while quoting the summary of prices ( Form-3). The actual payment to be made against any item of Schedule-1 shall be derived after loading the Schedule of Prices with the tenderer's quoted percentage. The prices so obtained shall be the prices for the various items of work given in schedule-1.

(ii)All prices as above shall be FIRM irrespective of minor variations in basic quantities and use of alternative types of various components and fittings approved by the employer. Minor changes in the basis designs shall not affect unit prices, so long as such changes are mutually agreed to by the employer and the contractor. The prices shall be for material and erection /execution and for a complete job.

### (b) **Other Price Adjustment -**

#### (i) **Unit Prices for Materials**

The prices offered in tender shall include all Taxes, Duties and levies (including GST etc.) applicable on this works contract. Therefore, they should quote their prices taking into account, the rate of taxes as leviable in the event of sale through works contract to the Central Government Organization in that state. The prices shall also include provision for losses and wastage in transit and erection.



**(ii) For Erection**

The prices offered in tender shall include cost of erection and testing to be done by the Contractor and also cover all cost of administration of the contract, insurance premia, bankers' charges for guarantees, cost of stamps, cost of storage, loading, unloading and handling of materials, and for any road transport which the Contractor may use for carriage of materials between his depot and depot/s and site of work. The unit prices shall include cost of works and adjustments necessary to be done by the contractor during or after the tests carried out by the employer as per tender conditions.

**1.3.4 Deleted****1.3.5 Payments and recoveries –**

70% of the item price (material cost for only supply portion) on receipt of materials at Site after successful inspection and duly certificated by Employer's representative at manufacture works or at site of works.

Further balance payment of material & erection cost to cover 90% of the contract price on successful completion of inspection and due certification of installation and testing of all material including equipment by the Employer / Employer's representative.

Balance 10% payment shall be released after successful completion of work and certification by Employer / Employer's representative.

**1.3.6 Invoicing procedure**

The contractor shall submit his invoices on successful completion of respective stages. Separate invoices shall be submitted for different types of payment mentioned above. All invoices shall be submitted with original supporting documents or certified true copies of supporting document wherever these are acceptable to the Employer/Employer's representative. Where copies of original documents are required in support of several invoices, true certified copies of the original documents may be forwarded to Employer, with his consent.

**1.3.7 On Account payments -**

'On Account' payment will be made for equipment, components, fittings and materials required for the execution of work as per para 1.3.5. All 'On Account' payment shall be covered by a standing indemnity bond in the approved Form (Form -6).

NOTE:-All the invoices should be accompanied by the following:-

1. Supplier's challans
2. Inspection Certificate granted by the Employer's representative

3. Certificate of receipt of materials at Contractor's Depot duly accepted by the Employer's representative

#### **1.3.8 Income Tax, W/C Tax & Excise duty**

- (a) Under section 194-C of the income Tax Act. 1961 deduction of 2% plus surcharge as applicable on Income Tax will be made for sums paid for carrying out the work under this contract.
- (b) All taxes, duties & levies ( including GST etc.) arising out of the transactions between the contractor and his sub-contractors/Suppliers for this work will be included in the rates quoted by the contractor in the relevant schedule.
- (c) Wherever the law makes it statutory for the employer to deduct any amount towards Sales Tax or works contract, the same will be deducted and deposited with the concerned authority.

#### **1.3.9 Measurements**

- (a) Payment for field work shall be made in accordance with approved designs and drawings and measured in relevant units except where provided for otherwise. In case the dimensions of the work are more than those shown in approved designs and drawings, the contractor will not be entitled to any extra payment, unless dimensions were increased on account of physical impossibility of carrying out the work in accordance with approved drawings and designs. In case the dimensions of work are less than those shown in the approved designs and drawings and the work is accepted without being rejected, payment will be made as per work actually done.
- (b) The measurements will be made generally in accordance with standard engineering practice and in conformity with the explanatory Notes for Schedule - 1 (Part I, Chapter IV.)

#### **1.3.10 Release of Security Deposit:**

- (i) After issue of the certificate of acceptance of the entire installation as well as released material by utility owner/BSPTCL, the DFCCIL shall release the Security Deposit submitted by the Contractor.
- (ii) The Security deposit shall, however, be liable to be forfeited in case of any breach by the contractor of any of the conditions of the contract for non-completion of the full contract without prejudice to other rights remedies of the employer whether specifically provided herein or otherwise.

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**PART – I****CHAPTER – IV****EXPLANATORY NOTES OF SCHEDULE OF PRICES****Schedule '1A' - Erection & Dismantling Cost****Item No. 1. Detail survey including route alignment, profiling & tower spotting.**

The price shall cover detail survey of the line route on a flat rate basis per Kilometer of transmission line, including finalization of route alignment, profiling as well as tower location spotting all complete as per direction of E/I.

**Item No. 2. Check survey including fixing of tower footing all complete as per direction of E/I.**

The price shall cover check survey of the line route on a flat rate basis per Kilometer of transmission line, check survey of the line route, preparation of drawings showing the longitudinal axis of the transmission line. The layout shall show the location and the type of towers and other relevant and necessary details as road, trees, rivers, overhead line crossings, Railway crossing etc. on either side of the route and the distance of the transmission line from the DFCCIL/RAILWAY track and cover soil investigation and testing. The price shall also cover fixing of tower footing all complete as per direction of E/I.

**Item No. 3. Soil investigation.**

The price shall cover soil investigation on a flat rate basis per location. Design of foundation and tower structure type will be based on the soil type etc, all complete as per direction of E/I.

**Item No. 4. Earth work in excavation of foundation in normal soil with & lift 50M including Soaring, shuttering, dewatering and filling, leveling etc. all complete job as per direction of E/I.**

The price shall cover on a per cum of excavation for foundations, supply and handling of all materials, excavation including soaring, shuttering and dewatering wherever required, grouting of stubs casting and curing of concrete including form work and back filling of the pits with excavated earth, benching and leveling of the site .with all contractors material, labour, tools and plants , lead and lift , dewatering as a complete job as per specifications and as directed by Employer's engineer.

**Item No. 5. Earthing of tower with pipe type earthing set with proper connection all complete as per direction of E/I**

The price shall cover erection of earth electrode and code of practice for earthing as per BSPTCL with all contractors material, labour, tools and plants , lead and lift , dewatering as a complete job as per specifications and as directed by Employer's engineer.

**Item No. 6. Setting of stubs including fixing & erection of template, hoisting of slabs etc all complete as per drawing & design**

The price shall cover setting of stubs including fixing & erection of template hoisting of slabs etc all complete as per drawing & design and as directed by Employer's engineer.

**Item No. 7. Concreting (1:1.5:3) including the cost of shoring, shuttering, dewatering with approved quality of stone chips & cement.**

The price shall cover all works related concreting (1:1.5:3) with approved quality of stone chips 20mm & down for chimney and clean coarse sand of approved quality including curing, shoring with all contractors material, labour, tools and plants , lead and lift , dewatering as a complete job as per design & drawing/specifications and as directed by Employer's engineer.

**Item No. 8. Concreting (1:3:6) including the cost of shoring, shuttering, dewatering with approved quality of stone chips & cement.**

The price shall cover all works related concreting (1:3:6) with approved quality of stone chips 40mm & down for base as lean concreting and clean coarse sand of approved quality including curing, shoring with all contractors material, labour, tools and plants , lead and lift , dewatering as a complete job as per design & drawing/specifications and as directed by Employer's engineer.

**Item No. 9. Erection of super structure (all work above ground level) including tightening & punching of bolts & nuts excluding tack welding of bolts & nuts hoisting of insulator fitting**

The price shall cover on per tonne basis the cost of erection of steel work for the superstructures, stubs and extensions of all types of the towers complete in all respect above ground level. The price shall include tightening and punching of bolts, U bolts and hangers etc. The price shall also include the cost of clearing, handling and transporting as required with all contractors material, labour, tools and plants , lead and lift as a complete job as per specifications and as directed by Employer's engineer. The price shall not include tack welding of bolts & nuts hoisting of insulator fitting of number plates and anti climbing device.

**Item No. 10. Stringing of ACSR panther conductor and earth wire with all hardware fitting etc all complete job of D/C as per direction of E/I.**

The price shall cover on a flat rate basis erection of ACSR PANTHER conductor” per Km. of 3 phase double circuit transmission line (comprising of six conductor) and earth wire. The price shall include laying, stringing, tensioning, jointing clamping etc. of the conductor including hoisting of insulators fitting of Armour rods, vibration dampers for complete route and 6 conductors.

The price shall also cover the cost of connecting with existing 132 KV TR line with all contractors material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by Employer’s engineer

**Item No. 11. Fitting of number plate, danger plate, phase plate (2 nos. each) with complete job**

The price shall cover erection/fitting of number plate (2 nos.), danger plate (2 nos.), phase plate (2 nos.) according to the typical RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractors material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by Employer’s engineer.

**Item No. 12. Fitting of Anti Climbing Device**

The price shall cover erection of a anti climbing device according to the typical RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractors material, labour, tools and plants , lead and lift as a complete job as per specifications and as directed by Employer’s engineer.

**Item No. 13. Rate per KM of T/L for obtained right of way (ROW) clearance, tree cutting and crops compensation etc during foundation, erection and stringing.**

The price shall cover Rate per KM of T/L for obtained right of way (ROW) clearance, Trees cutting and crops compensation etc during foundation, erection and stringing. The price includes all expenses on above work.

**Item No. 14. Destraining of old existing conductor at tower loc. no. 5 and 6 complete job and its transportation to TC/DOS store (D/C line).**

The price covers Destraining of old existing conductor at tower loc. Nos. 5 and 6 and its transportation to TC/DOS store (D/C line)as a complete job as per specifications and as directed by Employer’s engineer.

**Item No. 15. Destraining of earth wire at tower loc. no. 5 and 6 complete job and its transportation to TC/DOS store.**

The price covers Destraining of E/W at tower loc. Nos. 5 and 6 and its transportation to TC/DOS store (D/C line) as a complete job as per specifications and as directed by Employer's engineer.

**Item No. 16. Dismantling of old existing two nos. towers at loc. no. 5 and 6 complete job and its transportation to TC/DOS store.**

The price shall cover dismantling of 132 KV old TR Line towers along with all other materials including cutting of welded bolts by gas cutter and proper staking of thereof in TC/DOS with all contractors material, labour, tools and plants, lead and lift as a complete job as per specifications and as directed by Employer's engineer.

**Item No. 17. Hiring of Tractor with trolley**

The price shall cover on a flat rate basis hiring of tractor with trolley for shifting of released material to designated place as a complete job as per specifications and as directed by Employer's engineer.

**Item No. 18. Loading at work site and unloading at TC/Store DOS of dismantled material by using man power**

The price shall cover all cost for loading of material at work site and unloading at TC/Store DOS of dismantled material by using man power as a complete job as per specifications and as directed by Employer's engineer.

**Schedule '1B' - Cost of Materials****Item No. 1. Supply of Galvanized tower members, stub, clit, fasteners etc including nuts, bolts & washers as per requirement.**

The price shall cover on per tonne basis the cost of supply of structural steel, fabrication, galvanization of steel work for the superstructures, stubs and extensions of all types of the towers complete in all respects. The price shall include the cost of supply of bolts, U bolts and hangers etc. The price shall also include the cost of clearing, handling and transporting as required. Payments will be made on actual weight basis.

**Item No. 2. Supply of ACSR Panther conductor**

The price shall cover on a flat rate basis supply of ACSR PANTHER conductor per Km. of 3 phase double circuit transmission line ( comprising of six conductor). The materials supplied shall be of best quality and workmanship and as per latest approved specifications of BSPTCL/DFCCIL. The price shall also include all accessories not mentioned else and required to complete the work.

**Item No. 3. Supply of 7/9 SWG Earth wire**

The price shall cover on a flat rate basis supply of 7/9 SWG earth wire. The material offered shall be of best quality and workmanship and strictly conform to the requirement of IS : 2141-1968 as amended up-to date. The steel wires shall be drawn from steel made by open hearth basic oxygen or electric furnace process and of such quality that when drawn to the size of wires specified and coated with zinc, the finished strand and the properties and characteristics as specified in this specification. The wire shall not contain sulphur and phosphorus exceeding 0.065% each.

**Item No. 4. Supply of Armour rod for panther conductor**

The price shall cover on a flat rate basis supply of Armour rod for panther conductor as per latest approved specifications of BSPTCL/DFCCIL. The price shall also include all accessories not mentioned else and required to complete the work.

**Item No. 5 : Supply of Disc Insulators (90 KN)**

The price shall cover on a flat rate basis supply of 90 KN Disc insulator. The disc insulator shall be of 90 KN capacity from approved source of BSPTCL/DFCCIL/PGCIL/RDSO.

**Item No. 6 : Supply of Pipe type earthing set of tower**

The price shall cover on a flat rate basis supply of Pipe type ear thing set consisting of 1.5” dia GI purposed type & 50x50x6 mm GI plate. The material offered shall be of best quality and workmanship.

**Item No. 7 : Supply of Double tension fitting with all accessories for Panther conductor.**

The price shall cover on a flat rate basis supply of Double tension fitting with all accessories for Panther conductor from approved source of BSPTCL/DFCCIL/PGCIL/RDSO.

**Item No. 8 : Supply of Single tension fitting with all accessories for panther conductor.**

The price shall cover on a flat rate basis supply of Single Tension fittings with all accessories for Panther from approved source of BSPTCL/DFCCIL/PGCIL/RDSO.

**Item No. 9 : Supply of Tension fitting for 7/9 SWG Earth wire**

The price shall cover on a flat rate basis supply of tension clamp for 7/9 SWG earth wire. The material offered shall be of best quality and workmanship.

**Item No. 10 : Supply of Flexible Copper Bond**

The price shall cover on a flat rate basis supply of flexible copper bond. The material offered shall be of best quality and workmanship.

**Item No. 11 : Supply of MSCJ for 7/9 SWG earth wire**

The price shall cover on a flat rate basis supply of MSCJ for 7/9 SWG earth wire as per approved design and make.

**Item No. 12 : Supply of MSCJ clamp for ACSR Panther conductor**

The price shall cover on a flat rate basis supply of MSCJ clamp for ACSR Panther conductor as per approved design and make.

**Item No. 13 : Supply of VD for ACSR panther conductor**

The price shall cover on a flat rate basis supply of vibration damper for Panther conductor as per approved design and make.

**Item No. 14 : Supply of VD for 7/9 SWG earth wire**

The price shall cover on a flat rate basis supply of vibration damper for Earth Wire as per approved design and make.

**Item No. 15 : Supply of Number Plate**

The price shall cover supply of number plate according to the typical RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractors material, labour, tools and plants , lead and lift as a complete job as per specifications and as directed by Employer's engineer. The material shall be purchased from RDSO/CORE/BSPTCL approved firms.

**Item No. 16 : Supply of Phase Plate**

The price shall cover supply of phase plate (set of 3 nos.) according to the



typical RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractors material, labour, tools and plants , lead and lift as a complete job as per specifications and as directed by Employer's engineer. The material shall be purchased from RDSO/CORE/BSPTCL approved firms.

**Item No. 17 : Supply of Danger Plate**

The price shall cover supply of danger plate according to the typical RDSO /BSPTCL standard practices. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure with all contractors material, labour, tools and plants , lead and lift as a complete job as per specifications and as directed by Employer's engineer. The material shall be purchased from RDSO/CORE/BSPTCL approved firms.

**Item No. 18 : Supply of Anti climbing device**

The price shall cover on a flat rate basis supply of an anti climbing device to be provided on towers as the case may be according to the typical RDSO/BSPTCL practices. Anti climbing should be provided at a height of 3.60 Mtrs. from ground level with all contractors material, labour, tools and plants , lead and lift as a complete job as per specifications and as directed by Employer's engineer

**Item No. 19 : Supply of Template for towers**

The price shall include supply and fabrication of template with transportation etc. on lump sum basis.

**Item No. 20 : Supply of Reinforcement for different sizes**

The price shall include supply of reinforcement for different sizes of approved make and as per direction of E/I.

**PART – II****CHAPTER – I****GENERAL SPECIFICATION****2.1.1 INTRODUCTION:**

This part deals with general information and criteria for design, supply, erection, testing and commissioning of 132 KV, 3 phase Double circuit Transmission Line Crossing Modification work for DFC alignment at KM 548/8-10 in Sonenagar-Chiraila Pauthu section in Mughalsarai unit of DFCCIL.

**2.1.2 FUNCTION:**

This part includes the particular specifications and general information of 132 KV, 3 Phase double circuit transmission line in connection with Modification of Xing Modification work at KM 548/8-10 in Sonnagar –Chiralla Pauthu section of E.C. Railway.

**2.1.3 Deleted****2.1.4 TYPE OF CONSTRUCTION:**

In the modification of crossings the 3 phase, double circuit, transmission line shall be constructed on self supporting lattical galvanised steel towers designed to carry the two circuits in vertical formation on cross-arm one below the other. A continuous ground wire shall be provided above the conductors such that the protective angle does not exceed 30 deg.

**2.1.5 Detail/CHECK SURVEY:**

Route profile/drawings indicating the alignment of the line along the route of the line shall be prepared by the contractor on the basis of detail survey available with Employer. These line drawings will indicate each and every tower locations, angle of deviation, as well as details such as villages, rail tracks etc. along the route of the line. The contractor will carry out check survey along this entire route of the line and submit to department for approval of complete final route profile, schedule of requirement of line material etc. The contractor will make no alteration in the route profile of the line as fixed by department as per details survey. In case any alteration is suggested. The contractor shall submit to department complete details and obtain approval in writing before carrying out any change.

**2.1.6 EXCAVATION FOR TOWER FOOTINGS**

Excavation for tower footings shall cover required excavation for construction of tower footings as per approved design drawing for each type of foundation

which will include 150 mm clearance on all sides from the foundation pad. Any excavation done beyond this specified line shall be at the expense of the contractor. All excavated materials shall be kept at side, protected and maintained clean so as to be used to back fill and embankment at the tower site from which it was excavated and excess material shall be spread evenly around the site. All such locations where excavation is done on firm excavable land, the top soil shall be stacked separately and replaced after the construction work is completed.

For excavation work soil will be classified as follows:-

- (a) Normal soil (Dry/Wet): Soil removable by means of ordinary spade shove, etc. Normal soil may be either dry or wet.
- (b) Hard Rock: Soil which is excavated by crow bars, pickaxes etc. Hard Gravel/soil with single mild stone etc.
- (c) Soft Rock: Rock removable by chisel/hammering but not needing blasting.
- (d) Hard Rock: Rock which require blasting by use of explosive drilling or use of pneumatic tools.

Note:- Where soil in a particular foundation of composite nature classification will be according to the type of soil which is preponderant in the footings and the rate for the same shall apply for the composite foundation. The decision of department regarding classification of soil will be final and binding in the contractor.

Where hard rock is encountered. holes for tower footings shall preferably be drilling. However, when blasting is resorted to as an economic measure. it shall be done with utmost care to minimize use of concrete for filling up the blasted area. In case blasted materials are unnecessarily large requiring large quantity of concrete for filling, payment for concreting shall be limited to designed quantity only.

Cost of any dewatering required manually or by hand pump or by power /diesel pump, is included in the unit rate for excavation and for which no additional payment shall be made similarly, the cost of shoring, shuttering and Structuring is also included in the unit rate for excavation, and for which no additional payment shall be made.

#### 2.1.7 **BACK FILLING**

The excavated soil shall be kept a side and stacked near the foundation and after stubs have been set and concreting done, the same shall be used as back filling. Backfill shall comprises of earth only and shall be free from any vegetation or weed or stone/ boulders digged out during excavation. in cases where excavated material is not suitable for use as back fill, the contractor will procure additional back fill material from borrowed earth.

Backfilling shall be compacted around tower footing in horizontal layers having a thickness of not more than 240 mm after compacting which will be free from pockets. steels of other imperfections. Backfill will have optimum and uniform moisture content for the purpose of good compaction. If necessary, spraying of water may be done for achieving required moisture in the backfill.

### 2.1.8 Deleted

### 2.1.9 TOWER EARTHING

One feet of each tower shall be earthed by means of 1" galvanized iron pipe. 3 meters along, driven in ground near the tower and electrically connected to tower leg by means of 50x5 mm galvanized steel flat and galvanized bolts and Nuts the contractor shall check the resistance of earth at all locations after Erection and before the earth wire is connected. If the tower footing resistance is more than 10 ohm, the tower shall be further grounded by means of additional. One or more 1" dia galvanized. pipe till earth resistance means less than 10 ohms is achieved. where tower stands on rock, effort shall be made to obtain a good ground by carrying a length of the galvanized steel tape from the tower leg to pipe driven in damp soil at a short distance from the tower base as possible. The connecting tape shall be buried in a groove cut in the rock surface and adequately protected from damage.

### 2.1.10 SETTING OF STUBS

Stub angles shall be handled with care to avoid bending/damage. Stubs shall be set correctly in accordance with approved method. The stub angle shall be held Rigid by means of a rigid frames/stub setting templates in such a manner to prevent displacement during concreting. Stubs shall be set in presence of Department :representative for which due intimation shall be given by the Contractor. However the basic responsibility for correct setting of stubs will be With the erection contractor. The difference in elevation between identical parts of any two stubs angles shall not exceed 1: 1000 of horizontal distance between the stubs.

The actual elevation of any stub angle shall not differ from the computed Elevation by more than 0.61 mm, The stud angles shall be located Horizontally so that each 'n' within 0.61 mm of it correct position, and The batter of the stub.

### 2.1.11 MIXING

The concrete ingredients shall be mixed in a concrete mixer for not less than 1.5 minutes with all the ingredients to absorb full amount of water. Department will have the right to increase mixing time if the charging, and mixing operations fail to produce a concrete batch. Consistency of which is uniform. The concrete as discharged from the mixer shall be uniform in composition except where changes in composition or consistency are required. Excessive over mixing requiring addition of water, to preserve the required concrete consistency will not be permitted. Truck mixers may be permitted only if the mixers its operation is such that the concrete through out the mixed batch and from batch to batch is of uniform consistency and grading. Any concrete retained in truck mixers so long as to require additional water to permit satisfactory placing shall be

wasted. Each mixer shall be subject to the approval of the engineer. The concrete will be normally mixed with diesel engine operated mixers as per standard practice. Hand mixing may be allowed only when mixer fails during concreting or when it becomes impossible to take the concrete mixer at site due to site conditions.

#### **2.1.12 FORMS**

The contractor shall use form boxes of proper strength where necessary to confine the concrete and shape of the required line will not be required where nature of material is such that it can be trimmed to the prescribed lines and will stand without caving or sloughing until the concrete has been placed. Before placement of concrete, precaution shall be taken to see that forms are in proper alignment and adequately secured, and shall be kept in accurate alignment. Until the concrete has hardened. Before concrete is placed. surface of the forms shall be oiled with commercial form of oil to prevent sticking but will not stain the concrete surface. Forms shall be left in place for 24 hours and shall then be removed with care so as to avoid injury to the concrete.

#### **2.1.13 PROCESS OF CONCRETING**

Concreting shall commence only after all proceeding works are completed inspected and got approved by department. All surface of foundation upon or against which concrete is to be placed shall be from static water and debris. The surface of absorptive foundation against which concrete is to be placed shall be maintained thoroughly dry so that moisture will not be drawn from the freshly placed concrete. Construction joints shall be cleaned thoroughly of loose or defective surface. Concrete casting sand-sealing compound if used, and other foreign material and shall be thoroughly moist before concrete is placed against them. Concrete shall be done only in thoroughly moist before concrete is placed against them. Concrete shall be done only in presence of department duly authorised inspector . The methods and equipments used for transporting concrete and time that elapses during transportation shall be such that it will not cause appreciable segregation of coarse aggregate or slum loss in excess of 304.8 mm in the concrete when delivered into the work. After the surface have been cleaned and dampened as specified. and immediately before angle shall not differ from the correct batter by more than 5mm per meter of exposed stub, The fitting for tower in tangent section of the line shall be placed so that the longitudinal axis of the tower will be in a place perpendicular to the transverse of the line. Unless otherwise direct by the engineer. the footing for such angle tower shall be placed so that the tower cross arms will be in a plane bisecting the interior angles so formed by the intersection of the transverse of adjacent of the line.

Concreting of foundation shall be done as early as possible after excavation is complete including all materials a cement sand broken stones etc MS Rod and bidding wires required for concrete will be supplied by contractors at his cost. Concrete for foundation shall consist of one parts cement, two parts sand four parts of broken stone by volume.

(I) **CEMENT** : Cement used for concrete shall conform to latest is for Portland cement or other approved composition obtained from an approved maker. where the nature of ground is such that Portland cement concrete is likely to be chemically affected. High aluminum cement may be used. Cement consumption will be determined at the rate of 28 kg/cubic meter of concrete.

(ii) **SAND** : The sand used for concrete shall be composed of hard silicones materials. it shall be coarse sharp, clean and free from dust. salt, vegetable matter, alkali mice and other deleterious substance, it shall be screen through a mesh not more than 4.75 mm square in the clear, Fine sand of uniform grain size shall not be

(iii) **GRAVEL OR BROKEN STONE** : Gravel or broken stone shall be cleaned and free from injurious amounts of soft. friable, thin elongated or laminated pieces, alkali, organic matter or other deleterious substances. All gravel and broken stones shall be of approved grading. The aggregate will be 40 (1") maximum for the pyramid portion and 20mm (3/4") maximum for the chimney.

(iv) **WATER** : The water used in concrete shall be fresh, clean and free from any vegetable or organic matter, alkali and other impurities either in suspension or in solution and be quality fit for drinking purposes. saline water shall not be used.

(V) **BATCHING** : No batching equipment is foreseen for measuring the ration of the concrete ingredients and, therefore, may not be applicable. Contractor shall protect all concrete injury final acceptances by the Engineer.

(VI) **CURING** : Curing will be done by concrete of water for a minimum period of fourteen days. Concrete shall be protected from direct sun for at least first three days of curing period.

#### 2.1.14 ERECTION OF TOWER

The tower shall be erected as per approved structure drawing and by standards methods/norms. If any shop error in the members are detected, the contractor shall inform the department who will decide whether the errors may be corrected in the field or the member returned to the manufacturer for rectification or replacement. when authorized engineer of department issues

instructions to the correct mismatched holes, or other shop errors, final inspection of the tower will be made by the authorized engineer of department. Any identified error in erection of tower will be corrected by the contractor at no additional cost to the purchaser. All towers shall be truly vertical after erection and no straining will be permitted to bring them so maximum permissible tolerance will be 2.5 cm in 10 meter height of tower. The contractor will check the verticality of the tower in presence of department's representatives. All nuts and bolts shall be drawn up tight but not to such a degree as to endanger the strength of bolts & nuts. After final tightening under temperature of bolts, threads shall be center punched so as to prevent loosening under temperature changes or vibrations. All bolts and nuts upto the bottom cross arms shall be tack welded. Each tower shall be provided with a number plate, phase plate, danger plate and anti climbing devices shall be provided in tower as approved by department.

#### **2.1.15 STRINGING OF CONDUCTOR AND ACCESSORIES**

Scope of work under this item will comprise of assembly, hoisting of insulator strings, stringing of power conductors and installation of all conductor accessories as per details given below.

Concrete is placed, construction joints shall be covered, wherever practicable with a layer of mortar approximately 9.535 mm thick. Repapering of concrete will not be permitted. Any concrete which has become so stiff, that proper blacking cannot be assured shall be wasted. The concrete shall be lowered into the work by means of suitable drop shutters other than the methods that will prevent of concrete. Where the use of form is not required and the concrete is placed directly in excavation it shall be lowered in such a manner as to prevent it from dropping or flowing on the sides of the excavation. The concrete shall be placed in horizontal layer and the depth of which generally shall not exceed 500 mm. If considered by the department, concreting may have to be done in lesser depth where concrete in 500mm layer cannot be placed in accordance with the requirements of the specification. Concrete shall be consolidated to maximum practicable density, so that it shall be free from pockets of coarse methods or by electric or by electric or pneumatic driven immersion type vibrators opening speed not less than 7000 r.p.m. when immersed in concreted layers of concreted shall be placed until the layers previously placed have been worked thoroughly as specified. Care shall be taken to avoid contact of the vibrating head with surface of the form.

#### **2.1.16 REPAIR OF CONCRETE**

Any repair of concrete shall generally be avoided and, if at all, shall be performed by skilled workman and shall be repaired only in presence of departments authorized inspector. Repair of imperfections in formed concrete shall be completed within 240 hours after removal of forms. Concrete that is damaged, honeycombed, fractured or otherwise defective or having excessive surface depression shall be sound and free from shrinkage, cracks and bleeding area after the filling have been cured and have dried, the entire cost of repair of concrete shall be borne by the contractor.

#### **2.1.17 FINISHING**

Normally if concrete is well placed it may have a finished surface but where finishing is required in the opinion of department, the same shall be done by the contractor in presence of departments authorized inspector. Exposed unformed surface and concrete shall be brought to uniform surface and marked with suitable tools to make it reasonably smooth, wood float finish. Concrete in the top of the formation shall be sloped to drainage from the steel stub angles. Excessive footing or toweling of surface while the concrete is placed will not be permitted. Joint and edge that will be exposed to view shall be chamfered.

- a) Conductor shall not over tensioned.
- b) Compression type repair sleeves shall be used to repair minor damage to conductor.
- c) Ant vibration devices i.e. vibration dampers performed armor rods. shall be used.

#### **2.1.18 STRINGING OF EARTHWIRE**

Over head earth wire shall be strung for the entire length of the transmission line and shall be attached to the tower in accordance with details approved by the department. The equipment, method to be adopted for stringing of earth wire shall be similar as that stipulated for stringing of power conductor. Joints/splice in the earth wire shall be provided at least 15 meters away from the structure and there shall be no joint in the crossing spans.

#### **2.1.19 FITTING OF TOWER ACCESSORIES**

Towers will be fitted with following accessories

- i) Danger plate, Phase plate, Number plate on earth tower.
- ii) Ant climbing Devices on selected locations decided by department.



**2.1.20 MATERIALS AND WORKMANSHIP:**

Unless otherwise specified, all materials shall be of the outdoor type, of the best quality and capable of satisfactory operation under tropical sun, atmospheric conditions and heavy rain.

**2.1.21 COMPLIANCE WITH STANDARD SPECIFICATIONS:**

- (a) Unless otherwise specified, all materials shall conform to the requirements of the latest edition/revision of the following standard specifications:
- i) Indian standard ( abbreviated as IS)
  - ii) International Electro technical commission (abbreviated as IEC) publications.
  - iii) British standard (abbreviated as BS)
  - iv) BSPTCL/PGCIL/RDSO/CORE specifications.

**2.1.22 ROUTINE TESTS:**

These comprise inspection and tests conducted at the manufacturer's works on every component/fittings, or as specified, for exercising quality control on manufactured items.

**2.1.23 TEST CERTIFICATE**

Three copies of the test certificates of successful prototype tests carried out at the manufacturer's Works( as applicable ) on components/fittings shall be furnished to the Employer within a month after completion of prototype tests. Three copies of routine tests carried out on components/fittings shall also be furnished after these are passed by the Employer's representative on inspection.

XXXXXX

**PART – II****CHAPTER – II****PARTICULAR SPECIFICATION****3.1 INTRODUCTION:**

- a) This part of the Specification is complementary to Part-II.
- b) This part includes the particular specifications and general information about design, supply, erection, testing and commissioning of 132 KV, 3 phase Double circuit Transmission Line Crossing Modification work for DFC alignment at KM 548/8-10 in Sonenagar-Chiraila Pauthu section in Mughalsarai unit of DFCCIL.

**3.2 TRANSMISSION LINE:**

- a) The existing transmission line of BSPTCL is passing through private land across the Railway track. However in case of infringement with DFCCIL alignment and other obstructions it is to be diverted away from the railway track.

**3.3 TOPOGRAPHICAL AND PHYSICAL FEATURE OF THE SECTION:**

The topography of the area at Transmission Line Crossing locations consists of cultivated and undulated land

**3.4 CLIMATIC DATA:****a) Temperature**

Temperature in this region varies from 5 deg.C to 48 deg.C. The mean temperature should be taken at 32 deg.C. The minimum temperature shall be taken as 0 deg. C and maximum temperature for conductor shall be taken as 65 deg.C and for ground wire it shall be taken as 53 deg.C for the purpose of design of transmission line.

**b) Rainfall**

Rains occur from June to September. The average rainfall during monsoon season is 95 cm (approx.).

**c) Snowfall Ice Loading**

No ice loading is to be considered.

**d) Humidity**

The humidity rises up to 83% during the monsoon period.

**e) Thunder Storms**

The region is subjected to storms and thunder and rain fall during monsoon from June to September.

**f) Wind Pressure**

This section falls in the medium wind pressure zone as per table 1 & 2 of IS: 802 (Pt.I)-1977/1995.

**3.5 - DELETED -****3.6 LABOUR AND MATERIALS**

Unskilled labour is available almost all over the Section, while skilled labour would be available mainly in the main towns in the Section.

**3.7 CONTRACTOR'S OFFICE**

The contractor shall establish an office headed by a competent engineer for planning, designs, coordination and progressing the works and for finalization of designs and drawings. The office should be headed by a qualified engineer whose credentials shall be approved by the Employer. The Contractor would have to establish field construction offices at convenient and approved location for coordination and progressing of field work.

**3.8 CONTRACTOR'S DEPOTS**

The contractor shall set up a main depot at a convenient place with the approval of the employer.

**3.9 ADDRESS:**

The list of addresses to which correspondence and documents relating to the Contract should be sent is as under:-

Chief Project Manager  
Dedicated Freight Corridor Corporation of India Limited,  
2<sup>nd</sup> Floor, Swarna Complex, Susuwahi, Near Union Bank of India, Thana -  
Lanka, Varanasi-221011

**3.10 QUANTITIES:**

The approximate quantities of various items of work are given in Schedule – 1.

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**PART – II****CHAPTER – III****TENDER FORMS****FORM No.****SUBJECT**

Form No.1	Offer Letter
Form No.2	Tenderer's Credentials
Form No.3	Summary of Prices
Form No.4	Contract Agreement
Form No.5	Performance Guarantee Bond
Form No.6	Standing indemnity bond for On Account Payment.
Form No.7	Electronic Clearing Service
Form No.8	Format for affidavit to be uploaded by Tenderer alongwith the Tender Document
Form No. 9	Format of Integrity Pact

**OFFER LETTER**

Tender No. ....

Name of work .....

To  
CPM/MGS  
DFCCIL,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda.
- (b) We offer to execute the Works in conformity with the Bidding Documents;
- (c) Our bid shall be valid for a period of . . . . days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We have not been blacklisted/banned in accordance with para.1.1.12(ii)(v)(a)
- (e) We are neither Bankrupt/Insolvent nor is in the process of winding-up nor there is a case of pending before any Court on deadline of submission of the Bid in accordance with para. 1.1.12(ii)(v)(b))
- (f) If our bid is accepted, we commit to obtain a Performance Guarantee in accordance with the Bidding Documents;
- (g) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements of the work.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award/Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) All information, statements and description in this bid are in all respect true, correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes/incorrect information are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
- (j) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Name .....

In the capacity of .....

Signed .....

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

Date .....

**Form No.2****TENDERER'S CREDENTIALS**

Sl. No	Description
1.	For technical experience/competence, give details of similar completed works during the last three financial years (i.e current Financial year and three previous Financial Years in the proforma given in Form-2A
2.	For financial capacity and organizational resources, give details of contractual payments received for the last three financial years (i.e current Financial year and three previous financial years) as per audited balance sheet certified by Chartered Accountant in the proforma given in Form-2B
3.	Give constitution of your firm. Attach certified copies of legal documents in support thereof. Form-2C

**Form-2A****Technical Eligibility Criteria Details****DETAILS OF THE SIMILAR WORKS COMPLETED****(as per Para 1.1.12(i) of Preamble and General Instructions to Tenderers)**

<b>Similar Contract No.</b>		
Contract Identification		
Award date		
Completion date		
Role in Contract	Single Entity	Partnership Firm
Total Contract Amount (Rs.)		
If member in a Partnership Firm , specify participation in total Contract amount	<i>[insert a percentage amount]</i>	<i>Total contract amount in Rs.</i>
Employer's Name: Address:  Telephone/fax number  E-mail:		
<b>Description of the similarity in accordance with Criteria 1.1.12(i)(A)</b>		

**The bidder shall attach copies of Certificate of Completion issued by the Employer.**

Signature of the  
Tenderer(s) with Seal

**Form-2B****Financial Eligibility Criteria Details**

**Each Bidder or Partnership Firm must fill in this form separately.**

**Name of Bidder/ Partnership Firm**

Details of contractual payments(Construction only) received during the last three financial years and current financial year

Contractual payments received(Construction only)	
Year	Value of payment received in Rs. (Contract Receipts)
Current Year(2018-2019)	
2017-2018	
2016-2017	
2015-2016	
Total Contractual Payment	

**Note:** The details should be extracted from the audited balance sheet Certified by the Chartered Accountant or form 16-A issued by the Employer as per 1.1.12.

Signature of the  
Tenderer(s) with Seal



**Form -2C****Applicant's Party Information Form**

Applicant name: <i>[insert full name]</i>
Applicant's Party name: <i>[insert full name of Applicant's Party]</i>
Applicant's Party country of registration: <i>[indicate country of registration]</i>
Applicant Party's year of constitution: <i>[indicate year of constitution]</i>
Applicant Party's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Applicant Party's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.</p> <p><input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

Signature of the Tenderer(s) with Seal

**Form No.3****SUMMARY OF PRICES**

From: \_\_\_\_\_

To,  
CPM / MGS  
DFCCIL

Dear Sir,

**SUB.:- Tender for the work of Design, supply, erection, testing and commissioning of 132 KV, 3 phase Double circuit Transmission Line Crossing Modification work for DFC alignment at KM 548/8-10 in Sonenagar-Chiraila Pauthu section in Mughalsarai unit of DFCCIL.**

I/We the undersigned hereby offer the summary of prices for the subject work as under: -

S.No.	Item	Total Prices (Rs)	%age above / par / below on Total Prices to be quoted by tenderers	
			In Figure	In Words
1	Total of Schedule Prices	72,30,482/-		
<b>TOTAL</b>				

Notes:

- i) The above prices are inclusive of all taxes, duties including GST etc. as applicable on work contract.
- ii) The tenderer should quote single percentage above / par / below for all items.
- iii) If the uniform percentage quoted by the Tenderer does not clearly indicate whether the rates are above/at par/below the estimated rates then through sign conversion it will be considered to be on plus side.

Signature of the Tenderer (s) with Seal

**Form No.4****CONTRACT AGREEMENT**

THIS AGREEMENT (“Agreement”) is made in CPM/DFCCIL/MGS at Varanasi on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, BETWEEN

(1) Dedicated Freight Corridor Corporation of India Limited, incorporated under the laws of India and having its principal place of business at 5<sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi, India – 110001 and Mughalsarai office at Chief Project Manager/ Mughalsarai 122/1, 2<sup>nd</sup> Floor, Swarna Complex, Susuwahi, Varanasi-221011 (hereinafter called **‘the Employer’**), AND a company/corporation/JV incorporated under the laws of \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ (hereinafter called **‘the Contractor’**).

WHEREAS in reference to a call for Tender for Design, supply, erection, testing and commissioning of 132 KV, 3 phase Double circuit Transmission Line Crossing Modification work for DFC alignment at KM 548/8-10 in Sonenagar-Chiraila Pauthu section in Mughalsarai unit of DFCCIL as per Tender paper No MGS/EL/132 kV TRL-XING/02 at Annexure “A” hereto, the Contractor has submitted a Tender hereto and whereas the said Tender of the contractor has been accepted for Design, supply, erection, testing and commissioning of 132 KV, 3 phase Double circuit Transmission Line Crossing Modification work for DFC alignment at KM 548/8-10 in Sonenagar-Chiraila Pauthu section in Mughalsarai unit of DFCCIL as per copy of the Letter of Acceptance of Tender No \_\_\_\_\_ dated \_\_\_\_\_ complete with enclosure at the accepted rates and at an estimated contract value of Rs. \_\_\_\_\_ (Rupees

\_\_\_\_\_ only). Now the agreement with witnesseth to that in consideration of the premises and the payment to be made by the Employer to the Contractor provided for herein below the Contractor shall supply all equipments and materials and execute and perform all works for which the said Tender of the Contractor has been accepted, strictly according to the various provisions in Annexure ‘A’ and ‘B’ hereto and upon such supply, execution and performance to the satisfaction of the Purchaser, the Purchaser shall pay to the contractor at the several rates accepted as per the said Annexure ‘B’ and in terms of the provisions therein.

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

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official  
Name of the official

Signature of the authorized official  
Name of the official

Stamp/seal of the Contractor

Stamp/Seal of the Employer

**SIGNED, SEALED AND DELIVERED**

By the said

By the said

\_\_\_\_\_ Name

\_\_\_\_\_ Name

\_\_\_\_\_ on behalf of the Contractor in the  
presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ on behalf of the Employer in the  
presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Enclosures:-

1. Annexure 'A' - Tender Papers No.
2. Annexure 'B' - Letter of Acceptance of Tender No. \_\_\_\_\_ Dated \_\_\_\_\_  
along with Summary of Prices

**Form No.5**

Name of the Bank \_\_\_\_\_

CPM / MGS / DFCCIL Bank Guarantee Bond No. \_\_\_\_\_  
 Acting through \_\_\_\_\_ (Designation Dated \_\_\_\_\_  
 and address of contract signing authority)

**PERFORMANCE GUARANTEE BOND**

In consideration of the CPM / MGS / DFCCIL acting through \_\_\_\_\_  
 (Designation & Address of Contract Signing Authority), Dedicated Freight Corridor Corporation of India Limited, Mughalsarai (hereinafter called “DFCCIL”) having agreed under the terms and conditions of agreement/Contract Acceptance letter No. \_\_\_\_\_

Dated \_\_\_\_\_  
 \_\_\_\_\_ made between \_\_\_\_\_ (Designation & address of contract signing Authority) and \_\_\_\_\_ (hereinafter called “the said contractor(s)”) for the work \_\_\_\_\_

\_\_\_\_\_ (hereinafter called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_

\_\_\_\_\_ only) as a performance security Guarantee Bond from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We \_\_\_\_\_ (indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) on demand by the Government.
2. We \_\_\_\_\_ (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the CHIEF PROJECT MANAGER/ MUGHALSARAI, Dedicated Freight Corridor Corporation of India Limited, Mughalsarai or \_\_\_\_\_ (Designation & Address of contract signing authority) DFCCIL, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only)
- 3 (a) We, \_\_\_\_\_ ( indicate the name of Bank ) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute

raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

- (b) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We, \_\_\_\_\_ (indicate the name of bank ) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by \_\_\_\_\_ (Designation & Address of contract signing authority) on behalf of the Government, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
5. (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity / extended period of validity of guarantee from the date aforesaid.
- (b) Provided always that we \_\_\_\_\_ (indicate the name of the Bank ) unconditionally undertakes to renew this guarantee to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we \_\_\_\_\_ (indicate the name of the Bank) shall pay the Government the full amount guarantee on demand and without demur.
6. We, \_\_\_\_\_ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor (s).
8. We, \_\_\_\_\_ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

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

Dated \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ for  
\_\_\_\_\_ (indicate the name of bank)

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

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

**Form No.6****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 Project Manager/DFCCIL/Mughalsarai 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 supply and erection of (\_\_\_\_\_) on the section \_\_\_\_\_ DFCCIL also referred to as Group/s \_\_\_\_\_ vide letter of Acceptance of Tender

\_\_\_\_\_ dated \_\_\_\_\_ and material handed over to us by the employer for the purpose of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the employer or as he may direct otherwise and shall indemnify the employer against any loss /damage or deterioration whatsoever in respect of the said material while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the Chief Project Manager/DFCCIL/Mughalsarai 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 Sch. 1 to the Contract (as applicable) and in respect of other material compensation for such loss or damage if any long with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

Dated this day \_\_\_\_\_ day of \_\_\_\_\_ 2018  
for and on behalf of

M/s \_\_\_\_\_ (Contractor)

Signature of witness

Name of witness in Block letter.

Address.



**Form No.7****Electronic Clearing Service (Credit Clearing)**

Mandate Form (Investor/customer's option to receive payments through Credit Clearing Mechanism)

Name of the Scheme and the periodicity of payment

- 1) Investor/customer's name
- 2) Particulars of Bank account

- A) Name of the Bank
- B) Name of the branch

Address

Telephone No.

- C 9-Ddigit-code number of the bank and branch appearing on the MICR cheque issued by the bank.

- D Type of the account (S.B/. Current or Cash Credit) with code

- E Ledger and Ledger folio number.

- F Account number (as appearing on the cheque book)

(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or photo copy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)

3. Date of effect:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(\_\_\_\_\_)

Signature of the Investor/Customer  
Date

Certified that the particulars furnished above are correct as per our records  
Bank's Stamp.

**Form No.8**

**FORMAT FOR AFFIDEVIT TO BE UPLOADED BY TENDERER ALONGWITH THE  
TENDER DOCUMENT  
(Clause 1.1.12(iii), Part - I, Chapter - I)**

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

Tender Notice No.....

Name of Work:.....

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

1. I/we the tenderer(s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender document from the website [www.tenderwizard.com](http://www.tenderwizard.com). I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e evolution of tenders, execution of work of final payment of the contract, the master copy available with the DFCCIL shall be final and binding up me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/we also understand that my/our offer will be evaluated based on the document/credentials submitted along with the offer and same shall be binding upon me/us.**

6. **I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness for the information and documents, submitted by us.**
7. I/we understood 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 five year on entire IR. 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 certificates submitted by us found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance guarantee besides any other provided in the contract including banning of business for five year on entire DFCCIL.

DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER

#### VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE  
OF THE TENDERER

Place:

Dated:

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

Attestation before Magistrate/Notary Public

**Form No.9****PRE CONTRACT INTEGRITY PACT****General**

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on-----  
-----day of the month of----- 2018, between, on one hand, the  
DFCCIL acting through Shri ----- Designation of the officer,  
(hereinafter called the CLIENT, which expression shall mean and include, unless the  
context otherwise requires, his successors in office and assigns) of the First Part and  
M/s----- represented by Shri -----Chief Executive Officer  
(hereinafter called the "BIDDER/SELLER" which expression shall mean and include,  
unless the context otherwise requires, his successors and permitted assigns) of the  
Second part.

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

WHEREAS the [A] is a private company/ public company/ Government  
undertaking/ partnership/ registered export agency, constituted in accordance with  
the relevant law in the matter and the CLIENT is a PSU performing its functions 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 [B] by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its Officials by following transparent procedures.

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

#### Commitments of the CLIENT

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

may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

### Commitments of BIDDERS

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

export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

has financial. Interest/stake in the Bidder's firm, the same shall be disclosed by the [A] at the time of filling of tender.

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

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

#### 4. Previous Transaction

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

#### 5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the [A] shall deposit an amount \_\_\_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:-
- i. Bank draft or a pay order in favor 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 [A] a clause would also be incorporated in the article pertaining to performance Guarantee in the [B] that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by 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 [A] 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 [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required :-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
  - (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a [A] from the country other than India with interest thereon at

2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
- (vi) To cancel all or any other contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the [A].
- (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- (viii) To recover all sums paid in violation of this pact by [A] to any middleman or agent or broker with a view a view to securing [B] the contract.
- (ix) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The client will entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## 7. Fall Clause

- 7.1 The [A] undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub systems way supplied by [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been 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 BIDOER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the [A] with confidentiality.

8.7 The client will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposal for correcting problematic situations.

#### 9. Facilitation of Investigation

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

#### 10. Law and Place of Jurisdiction

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

#### 11. Other Legal Actions

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

#### 12. Validity

- 12.1 The validity of this integrity pact shall be from date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the [B].
- 12.2 Should one or several provisions of this pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
13. The parties hereby sign this integrity pact at ..... on  
.....

CLIENT

BIDDER

Name of the officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt./Ministry/PSU

Witness

witness

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

Note:

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

[B]- To be replaced by contract/supply contract/consultancy contract/works contract as the case was may be.

\*\*\*\*\* End of Tender Document\*\*\*\*\*