



**Tender No. CGM/DFCCIL/NOIDA UNIT/ DEWATER/REJN-DERN/2024-25/01**

**For**

**Name of Work: Dewatering in RUBs and cleaning of sump well, drains, road surface and other incidental works in Rewari-Dadri Section of Western Dedicated Freight Corridor under CGM/Noida Unit.**

**E-TENDER DOCUMENT  
TECHNICAL BID  
(PACKET-A)**

**Single Stage-Two Packet Open Online E-Tender  
(PARTICIPATION THROUGH E-TENDER ONLY)  
E-tendering site- <https://www.ireps.gov.in> / its link at [www.dfccil.com](http://www.dfccil.com)  
(Help desk of IREPS: 011 -23761525)**

**Employer:  
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)  
Under  
MINISTRY OF RAILWAYS**

**NOIDA OFFICE: -  
Chief General Manager/Noida/DFCCIL  
DFC Complex, Sector-145, Noida-201306, U.P.**

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**PART-I**

**CHAPTER-I**

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

**PART-I**  
**CHAPTER-I**  
**CHECK LIST**

<b>Check List of items/documents pertaining to Bid to be uploaded by the bidder in E-Tender portal on or before the last Date &amp; Time of Bid Submission</b>	
<b>Item No.</b>	<b>Items</b>
<b>Technical Bid (Packet-A)</b>	
1	<p><b>Bid Security of Rs. 2,31,600/- (Rupees Two lakh Thirty one thousand six hundred Only</b> to be paid online through payment gateway provided at <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi <b>Or</b> through Bank Guarantee Bond in the standard format (<b>Form-1D</b>) from any scheduled commercial bank of India on or before schedule date &amp; time of submission of bid.</p> <p><u>Note:</u></p> <p>(i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security.</p> <p>(ii) Labor Corporate Societies shall deposit only 50% of above Bid Security.</p>
2	<p><b>Cost of Bid Document of Rs. 5900/-</b> (Rs. 5,000/-+GST @ 18%) (Rs. Five Thousand Nine Hundred only) (Rs. Eleven Thousand Eight Hundred only) (Non-Refundable) to be paid online through payment gateway provided at <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi on or before schedule date &amp; time of submission of bid.</p> <p>Note: "No exemption is admissible for cost of bid document and shall not be claimed by bidder on the E-Tender portal".</p>
3	A declaration from the person having PoA ( <i>Power of Attorney</i> ) on the Letter Head of the Applicant/Bidder that they agree and abide by the bid documents and amendments thereof ( <i>if any</i> ) and would execute the work accordingly. ( <b>Form No. 1A</b> )
4	Format for Certificate to be Submitted / Uploaded by Tenderer Alongwith the Tender Documents ( <b>Form No. 1B</b> )
5	Format for Certificate to be given by attorney/authorized signatory/each member of Partnership firm/Joint venture (JV) / Hindu undivided Family (HUF)/Limited Liability Partnership (LLP) etc.) ( <b>Form No. 1C</b> )
6	Format for Bid Security in the form of Bank Guarantee Bond from any Schedule Commercial Bank of India ( <b>Form No. 1D</b> )
7	Power of Attorney of the person authorized for signing/submitting the Tender ( <b>Form No. 22</b> ).
8	If applicable, the Power of Attorney for authorized signatory of JV partners and for Lead Member of JV ( <b>Form No. 12 &amp; 13 resp.</b> )

<b>Check List of items/documents pertaining to Bid to be uploaded by the bidder in E-Tender portal on or before the last Date &amp; Time of Bid Submission</b>	
9	Documents in support of their formation as Proprietary Firm/ Partnership Firm/ Company/ Joint Venture/ LLP /Registered Society/ Registered Trust/ HUF as per the requirement defined in Para 1.3.16 of Part-I, Chapter-III of tender documents and Additional documents required in case of participation of Joint Venture and Partnership Firm as per the requirement defined in <b>Para- 1.3.19 &amp; 1.3.20 of Part-I, Chapter-III</b> (Preamble and General Instructions to Tenderers) of Tender Document.
10	Integrity Pact duly signed by the bidder ( <b>Form No.19</b> ). The bidders are required to download the Integrity Pact as uploaded on the tender document & sign the same put rubber stamp seal and upload the signed copy on E-Tendering website.
11	Submission of Tenderer's Credentials in accordance with Technical Eligibility Criteria defined in Para-1.3.14.1 (Preamble & General Instructions to Tenderer) of Part-I, Chapter-III of Tender Document in prescribed forms. ( <b>Form No.2A/2AA</b> )
12	Submission of Tenderer's Credentials in accordance with Financial Eligibility Criteria defined in Para-1.3.14.2 (Preamble & General Instructions to Tenderer) of Part-I, Chapter-III of Tender Document in prescribed forms. ( <b>Form No.2B</b> )
13	Submission of Tenderer's Credentials in accordance with Bid Capacity Eligibility Criteria defined in Para-1.3.14.3 (Preamble & General Instructions to Tenderer) of Part-I, Chapter-III of Tender Document in prescribed forms. ( <b>Form No.2C</b> )
14	Applicant's Party Information Form ( <b>Form No.2D</b> )
15	Memorandum of Understanding (in case of JV) as per bid document. ( <b>Form No.9</b> )
16	If applicable, Joint Venture agreement ( <b>Form No.10</b> )
17	Letter of participation from each partner of Joint Venture (JV)–( <b>Form No. 11</b> )
18	Valid GST Registration, EPF Registration and PAN No. details
19	No Deviation Certificate ( <b>Form No. 23</b> ).
20	The entire Tender document should first be downloaded & then, upload the same through digital signature by the Authorized signatory of the bidder.
21	All pages of all the Corrigendum/Addendum/Clarification ( <i>if any</i> ) should first be downloaded then, upload the same through digital signature by the Authorized signatory of the bidder.
<b>Financial Bid (Packet-B)</b>	
22	Financial Bid to be filled and submitted on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> by following the steps available at E-Tender IREPS Portal.

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

**IMPORTANT NOTES:**

- i. ***For Document mentioned at S.No. 1 of the checklist*** above, the E-Receipt of IREPS payment transaction for Bid Security (submitted by the Tenderer online on [www.ireps.gov.in](http://www.ireps.gov.in)) or scan copy of Bank Guarantee bond shall be uploaded as attachment at E-Tender IREPS portal.

The Original Bank Gaurntee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of the bids (i.e., excluding the last date of submission the bids). Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.

The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “Bid for the \*\*\*\*\* Project” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

**For detailed procedure of submission of Bid Security in the form of Bank Gaurantee bond please refer Clause-1.3.8.2 (3) of Preamble &General Instructions to Tenderers (Part-I, Chapter-III) of the tender document.**

- ii. ***For Document mentioned at S.No. 2 of the checklist*** above, the E-Receipt of IREPS payment transaction for Cost of Bid Document (submitted by the Tenderer online on [www.ireps.gov.in](http://www.ireps.gov.in)) shall be uploaded as attachment at E-Tender IREPS portal of IREPS.
- iii. ***Document mentioned at S.No. 3 to 19*** above of the Check list [*Technical Bid (Packet-A)*] should be scanned and uploaded as attachment at E-Tender portal ([www.ireps.gov.in](http://www.ireps.gov.in)). The detailed instructions of E-tendering can be read through website [www.ireps.gov.in](http://www.ireps.gov.in) (*Centre link provided on the home page*).
- iv. Similarly, the ***document mentioned at S.No. 20 & 21*** of the Check list [*Technical Bid (Packet-A)*] should first be downloaded from E-Tender Portal (*in PDF Format*) and thereafter upload them to E-Tender IREPS Portal, through digital signature.
- v. ***For Document No. 22***of the Check list [*Financial Bid (Packet-B)*], Financial Bid to be filled and submitted on [www.ireps.gov.in](http://www.ireps.gov.in) by following the steps available at E-Tender IREPS Portal.

**PART-I**

**CHAPTER-II**

**NOTICE INVITING E-TENDER**



**PART – I**

**Chapter II**

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

**Tender No: CGM/DFCCIL/NOIDA UNIT/DEWATER/REJN-DERN/2024-25/01**

**NOTICE INVITING E-TENDER**

**National Competitive Bidding**

**Name of Work :** Dewatering in RUBs and cleaning of sump well, drains, road surface and other incidental works in Rewari-Dadri Section of Western Dedicated Freight Corridor under CGM/Noida Unit.

1.2.1 Chief General Manager/Noida, Dedicated Freight Corridor Corporation of India Limited, DFC Complex, Sector-145, Noida-201306, U.P, India, invites **OpenE-Tenders in Single Stage Two Packet System** on prescribed forms from Firms/Companies/Joint Ventures etc., meeting requisite experience and financial capacity for execution of the following work:

Tender No.	<b>CGM/DFCCIL/NOIDA UNIT/DEWATER/REJN-DERN/2024-25/01</b>
Name of Work	Dewatering in RUBs and cleaning of sump well, drains, road surface and other incidental works in Rewari-Dadri Section of Western Dedicated Freight Corridor under CGM/Noida Unit.
Employer/Client/Owner	Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), A Govt. of India (Ministry of Railways) Enterprises through Chief General Manager/Noida, DFCCIL Complex, Sector-145, Noida-201306, U.P.
Type of Tender	<b>Open E-Tender</b> (Single stage two packet system)

Type of Contract	Works Contract
Total Estimated Cost	<b>Rs. 1,63,19,899.24/-</b> (including GST @ 18%) ( <i>Rupees One Crore Sixty Three lakh Ninteen thousand eight hundred ninty nine only</i> )
Period of Contract	<b>24 Months</b>
Maintenance period	NOT APPLICABLE
Bid Security	<p><b>Bid Security of Rs. 2,31,600/-</b> (<i>Rupees Two lakh Thirty one thousand six hundred Only</i>) to be paid online through payment gateway provided at <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi.</p> <p><b>OR</b> submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender document.</p> <p><u>Note:</u></p> <p>(i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ shall be exempted from payment of Bid Security detailed above.</p> <p>(ii) Labour Cooperative Societies shall deposit only 50% of above Bid Security detailed above.</p>
Cost of Tender Document ( <i>Non-Refundable</i> )	<p><b>Rs. 5900/-</b> (Rs. 5,000/-+GST @ 18%) (Rs. Five Thousand Nine Hundred only) to be paid online through payment gateway provided at <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi.</p> <p><b>Note:</b> “No exemption is admisibile for cost of bid document and shall not be claimed by bidder on the E-Tender portal”.</p>
Validity of Offer	120 days
Retention Money/ Security Deposit	5% of Contract value ( <i>as per Clause No. 16 (1) of GCC</i> )
Performance Bank Guarantee	Performance Guarantee (PG) has to be submitted within 21 (Twenty-One) days from the date of issue of Letter of Acceptance (LOA), amounting to <b>5% of the contract value</b> ( <i>as per Clause No. 16 (4) of GCC</i> ).
E-Tendering website	<p><b><a href="http://www.ireps.gov.in">www.ireps.gov.in</a></b></p> <p>For any help, please refer “Learning centre under E-Tender: Works, 1. “Instructions to Contractors” containing the detailed guidelines for E-Tendering available on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> and on Helpdesk of IREPS: 011-23761525.</p>
<b>Date &amp; Time Schedule</b>	
Date of uploading of NIT/Tender Document ( <i>Online</i> ) on IREPS Portal	18-05-2024
Date of tender document download/Sale ( <i>Online</i> ) from IREPS Portal	From 11:00hrs on 19-05-2024

**CGM/DFCCIL/NOIDA UNIT/DEWATER/REJN-DERN/2024-25/01**

<b>Pre-Bid</b> meeting with the prospective bidders	N/A
Issue of Corrigendum, if any	On and before 15 days from the date of submission of tender (on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> )
Date & Time of Submission of Tender	10-06-2024 On or before and time upto 15:00 hrs
Last date & time of submission of Bid Security& tender document cost	On or before 10-06-2024 and time upto 15:00 hrs
Date & Time of Opening of Technical Bid ( <i>Online</i> )	On 10-6-2024 at 15:30 hrs
Date & Time of opening of Financial Bid ( <i>online</i> )	<b>To be communicated later</b> to only those bidders who are found technically qualified after closure of Technical Evaluation.
Representative/Contact Person of DFCCIL/Noida Unit	Shri Rajendra singh Dy. Project Manager/Civil Dedicated Freight Corridor Corporation of India Ltd. ( <i>Noida Unit</i> ) DFC Complex, Sector-145, Noida-201306, U.P Mobile No: 7531915310 Telephone: 0120-3680888 E-MAIL ID: <a href="mailto:rsingh2@dfcc.co.in">rsingh2@dfcc.co.in</a>
Address for Pre-Bid meeting & opening of Tender	Chief General Manager Office Dedicated Freight Corridor Corporation of India Ltd. ( <i>Noida Unit</i> ) DFC Complex, Sector-145, Noida-201306, U.P Telephone: 0120-3680888

- 1.2.2 Eligibility shall be assessed on applicants, fulfilling the technical capability and competence as well as for financial and organizational resources as specified in the **Tender Document**.
- 1.2.3 Tender document can be viewed & obtained/downloaded from [www.ireps.gov.in](http://www.ireps.gov.in) w.e.f. **11:00 Hrs of 19-05-2024**.The tender document shall have to be purchased in the name of Firms/Company/Joint Venture etc., and can be downloaded from website [www.ireps.gov.in](http://www.ireps.gov.in). In case tenderer(s) do/does not deposit the cost of tender document (non-refundable) along with the submission of the tender, their tender shall not be opened. Tenderer are advised not to make any correction/addition/alteration in the downloaded tender documents. If any such correction/addition/alteration in downloaded tender documents are made such tenders shall be not be considered.
- 1.2.4 DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases the addendum(s) / corrigendum(s) shall be issued and placed on [www.ireps.gov.in](http://www.ireps.gov.in). The tenderers who have purchased or downloaded the tender documents from the website before issue of addendum(s)/corrigendum(s) must visit the website and ensure that such addendum(s) / corrigendum (s) (if any) is also downloaded by them. Such addendum(s)/corrigendum (s) (if any) shall also be submitted/uploaded duly stamped and signed along with the submission of tender.
- 1.2.5 The tender documents shall be submitted in online mode only through website [www.ireps.gov.in](http://www.ireps.gov.in) in two packets only viz Packet-A containing TECHNICAL BID and Packet B containing FINANACIAL BID.

Bidder shall submit the **Bid Security & Tender document cost** on or before schedule date & time of submission of bid.

**Financial Bid** (as specified in “Financial Bid” in Tender Document) to be filled and submitted on E-Procurement portal [www.ireps.gov.in](http://www.ireps.gov.in) by following the steps available at IREPS Portal.

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

- a. To participate in the E-Tender, it is mandatory for the bidders to get themselves registered with the IREPS ([www.ireps.gov.in](http://www.ireps.gov.in)) and to have user ID & password. [www.ireps.gov.in](http://www.ireps.gov.in) is the only website for submission of tender.

Tender shall be submitted through Online mode only at [www.ireps.gov.in](http://www.ireps.gov.in). Tender submitted by any other mode will not be accepted. All the required documents (legible) as mentioned in Check List have to be uploaded along with the offer on [www.ireps.gov.in](http://www.ireps.gov.in).

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

Address of Office of the Chief General Manager/ Noida (for opening of tenders): -

**Chief General Manager/Noida, DFCCIL Complex, Sector-145, Noida-201306, U.P.**

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

- i) Bid Security.
- ii) Technical offer.
- iii) Financial offer (at a later stage after scrutiny & finalization of acceptable Technical Bid)

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

- c. Any tender received without Bid Security and Cost of tender documents in the form as specified in the tender documents shall not be considered and **shall be summarily rejected**.
- d. DFCCIL reserves right to cancel the tender before submission/opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
- e. Tenderers may note that they are liable to be disqualified at any time during tendering process in case, any of the information furnished by them is not found to be true. Bid Security of such tenderers shall be forfeited & the decision of DFCCIL in this regard shall be final and binding.

- f. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them in technical bid. Financial bids of only those bidders would be opened, whose technical offers are found acceptable. In the event of any document being found false (*at a later stage*), the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Also, action against such disqualified tenderer shall be taken as per the provisions of the Tender.
- g. Information as required as per various Forms of tender document should be submitted by the tenderers without fail strictly as per formats.
- h. The validity of offer shall be **120 days** from the date of opening of the tender.
- i. Transfer of the tender document purchased by intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased /downloaded from website: [www.ireps.gov.in](http://www.ireps.gov.in) by them.
- j. Tenderers must read all instructions regarding E-Tendering process as mentioned in “Learning centre under E-Tender: Works”, 1. “Instructions to Contractors” available on [www.ireps.gov.in](http://www.ireps.gov.in).
- k. Tenderers are advised to regularly visit the E-Tender Portal ([www.ireps.gov.in](http://www.ireps.gov.in)) for information regarding tender document, corrigendum, addendum (if any) etc.
- l. **Joint Ventures are allowed in terms of Para 1.3.19 of Part-I, Chapter-III of the Tender Document.**
- m. ***In the estimated value of tender, GST @ 18% has been taken on the basic value. The basic value is inclusive of all taxes, duties and levies except GST. The % (above/below/at par) rates quoted by the tenderer shall apply on the basic value. The GST as legally leviable and payable by the Bidder under the provisions of applicable law/act shall be paid extra by DFCCIL.***  
***Therefore, the Bidders should quote their rates after considering the Input Tax Credits on their input materials and services. Hence, Bidders should ensure that, full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting their rates.***  
***If any cost implication to DFCCIL is occurred on GST account because of Contractor’s default in filing of GST returns such as no GST number, wrong GST number, mismatch of GST number etc., the same shall be recovered from the Contractor’s bill or any other pending/future bill.***
- n. **Price Variation Clause (PVC) shall not be applicable** in this tender.
- o. **Advances to Contractor-** Any type of Advances to contractor shall not be applicable for this work.
- p. **Indian Railways Standard General Condition of Contract April 2022**, along with all advance correction slips issued upto the last date of submission of Technical Bid, shall be applicable for this tender.

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

**PART-I**  
**CHAPTER-III**

**PREAMBLE & GENERAL  
INSTRUCTIONS TO TENDERERS**

**PART-I****Chapter- III****PREAMBLE &GENERAL INSTRUCTIONS TO TENDERERS****1.3.1 Introduction****(i) Dedicated Freight Corridor**

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

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

**(ii) Project Description**

The work is to be carried out in REJN -DERN Section of DFCCIL, in the jurisdiction of Chief General Manager/Noida in connection with Dewatering from depressed RUBs .The pumps and sumps has already been installed at these RUBs but there is no arrangement of power supply for running the pumps.The power supply is proposed to be provided through DG under the scope of this work.The list of RUBs where DGs have to be provided are as under

S.No.	RUB No.	KM	SECTION
1	76	1376.671	TAUN YARD
2	77	1377.946	
3	134	1414.466	PRLN-FDBN
4	191D1	1457.290	DERN YARD
5	191F	1457.961	
6	191G		
7	191 I		
8	192A	1459.351	
9	194	1460.062	
10	195	1460.821	
11	ICD5	ICD-1755	DERN-ICD
12	ICD 2	ICD - 1103	

The capacity and qty of DGs is as per BOQ of this tender.

**Scope of work:**

- Providing, installing, operating and maintaining of DG at each designated RUBs.
- Maintenance and upkeep of dewatering pumps already installed at RUBs.
- Making connection of DG with existing electric panel for dewatering work.
- Cleaning of Pumps, drains inside & out side of RUBs, sump and roads as required.
- Deployment of operator (24x7) for running of DG at each location of RUB.
- Deployment of security guard (24x7) at each location of RUB for watch and ward of DG and pump.
- Procurement and storage of Diesel, other consumables, tools & plants etc. as required at suitable locations.
- Procurement and storage of Diesel, other consumables, tools & plants etc. as required at suitable locations. Procurement and storage of Diesel, other consumables, tools & plants etc. as required at suitable locations.
- To ensure availability of sufficient technical/skilled manpower to attend the DG/PUMPS in case of breakdown etc.
- Hiring of tractor with trolley, hydraulic excavator as and when required as per site condition.
- Any other work required in connection with dewatering, to avoid water logging and to ensure an uninterrupted passage of traffic through RUB in rainy season.
- Other miscellaneous work required as per site conditions, requirement or necessity of work shall be considered to be in the scope of this work and will have to be executed by the agency under this work.
- The work will be executed in close proximity of running electrified Railway track hence, the contractor will have to take necessary precautions for safety of men, material and machinery and nothing extra will be paid on this account.

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

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

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

- (i) It is mandatory for all the Tenderers to have class-III digital signature or as specified by IREPS (in the name of person who will sign the Bid and will submit the online tender and is authorized to do so) certified from any of the licensed certifying agency (“CA”) to participate in E-Tendering of DFCCIL [*Tenderers can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)*].
- (ii) To participate in the E-Tender, it is mandatory for the Tenderers to get themselves registered with the IREPS ([www.ireps.gov.in](http://www.ireps.gov.in)) and to have user ID & password.
- (iii) [www.ireps.gov.in](http://www.ireps.gov.in) is the only website for submission of online tender. The detailed instructions of E-Tendering can be read through website [www.ireps.gov.in](http://www.ireps.gov.in) on



“Learnig centre under E-Tender: Works , 1. Instructions to Contractors” containing the detailed guidelines for E-Tendering.

- (iv) Tender shall be submitted through online mode only at [www.ireps.gov.in](http://www.ireps.gov.in). Tender submitted by any other mode will not be accepted.
- (v) All the required documents (legible) as mentioned in Check list have to be uploaded along with the offer on [www.ireps.gov.in](http://www.ireps.gov.in).
- (vi) The Addendum/Corrigendum, if any; shall be hosted on the website [www.ireps.gov.in](http://www.ireps.gov.in) only.
- (vii) The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website [www.ireps.gov.in](http://www.ireps.gov.in) as bid shall be accepted through Online mode only.
- (viii) Tenderers are required to give Un-Conditional offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, cancel, reject and re-float tender without assigning any reasons whatsoever.
- (ix) The Tenderers shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting the rates. If the contractor have any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or required clarification, he shall at once contact the authority inviting the tender for clarification at least twenty days before the due date of submission of the tender.
- (x) Bid document shall be accompanied by all the documents required to be submitted as specified in the Tender Document along with all Addendums and Corrigendum.
- (xi) All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-Compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- (xii) After award of contract of the Successful Contractor, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.
- (xiii) Order of precedence of Documents: In tender/contract, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:
  - a. Letter of Award
  - b. Bill(s) of Quantities.
  - c. Special Conditions of Contract.
  - d. Technical Specifications as given in tender documents.
  - e. Drawings, if any.

- f. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- g. CPWD DSR Rates 2021 (without GST) and CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- h. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents

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

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

**B) PREPARATION & SUBMISSION OF TENDER:**

- i. ***For Document mentioned at S.No. 1 of the checklist*** above, the E-Receipt of IREPS payment transaction for Bid Security (submitted by the Tenderer online on [www.ireps.gov.in](http://www.ireps.gov.in)) or scan copy of Bank Guarantee bond shall be uploaded as attachment at E-Tender IREPS portal.

The Original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of the bids (i.e., excluding the last date of submission the bids). Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank

Guarantee within the specified period shall lead to summary rejection of bid.

The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “Bid for the \*\*\*\*\* Project” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

**For detailed procedure of submission of Bid Security in the form of Bank Guarantee bond please refer Clause-1.3.8.2 (3) of Preamble & General Instructions to Tenderers (Part-I, Chapter-III) of the tender document**

- ii. **For Document mentioned at S.No. 2 of the checklist** above, the E-Receipt of IREPS payment transaction for Cost of Bid Document (submitted by the Tenderer online on [www.ireps.gov.in](http://www.ireps.gov.in)) shall be uploaded as attachment at E-Tender IREPS portal of IREPS.
- iii. **Document mentioned at S.No. 3 to 19** above of the Check list [*Technical Bid (Packet-A)*] should be scanned and uploaded as attachment at E-Tender portal ([www.ireps.gov.in](http://www.ireps.gov.in)). The detailed instructions of E-tendering can be read through website [www.ireps.gov.in](http://www.ireps.gov.in) (*Centre link provided on the home page*).
- iv. Similarly, the **document mentioned at S.No. 20 & 21** of the Check list [*Technical Bid (Packet-A)*] should first be downloaded from E-Tender Portal (*in PDF Format*) and thereafter upload them to E-Tender IREPS Portal, through digital signature
- v. **For Document No. 22** of the Check list [*Financial Bid (Packet-B)*], Financial Bid to be filled and submitted on [www.ireps.gov.in](http://www.ireps.gov.in) by following the steps available at E-Tender IREPS Portal.

**C) Modification/ Substitution/ Withdrawal of bids:**

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

**D) PRE-BID MEETING:**

Bidders may request for a clarification on any Clause(s) of the Bid Document on or before the date of Pre-Bid meeting. Any request for clarification must be sent in writing, or by standard electronic means to DFCCIL. DFCCIL will respond with explanation of queries on E-Procurement Portal i.e., IREPS (*including an explanation of the query but without disclosing the source of query*) only. If DFCCIL deem it necessary to amend the Bid Document as a result of clarification or any other reason, it shall do so.

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

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

A Pre-Bid meeting with the prospective Bidders shall be conducted as per the scheduled date & time mentioned in the NIT. However, if any change occurs in date & time of the meeting then it would be communicated through E-Procurement Portal i.e., [www.ireps.gov.in](http://www.ireps.gov.in) only.

**E) OPENING AND EVALUATION OF BIDS:**

- (i) Opening of Bids will be done through online process at [www.ireps.gov.in](http://www.ireps.gov.in).
- (ii) E-Tender shall be opened Online at the address given below at the time and date as specified in Part-1 (Notice Inviting Tender) in the presence of Tenderers of their authorized representatives, if they choose to attend the Online Tender Opening.

**Address: Online Opening of Tender**

**Dedicated Freight Corridor Corporation of India Ltd./Noida Unit, DFC Complex, Sector-145, Noida-201306, U.P.**

- (iii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory.
- (iv) The Authority shall Open Bid Documents received in electronic form online on the date and time as specified in the NIT.
- (v) The Authority will subsequently examine and evaluate the Technical Bids in accordance with the provisions set out in the BID DOCUMENTS.
- (vi) The Financial Bids will be opened only of the pre-qualified Bidders (*only after Technical evaluation*) & the date of opening of Financial Bids will be notified later on.

**DISCLAIMER**

The Bidder must read all the instructions in the BID DOCUMENTS and ensure to complete the tender submission process in time as [www.ireps.gov.in](http://www.ireps.gov.in) will stop accepting any online tender after tender closing due date and time as specified in the NIT.

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

**1.3.3 About the Tender**

- (i) **Estimated Cost of the work:** The estimated cost of the tendered work is approximately **Rs. 1,63,19,899/- (Including GST@18%) (Rupees One Crore Sixty three lakh Nineteen thousand**

*Eight hundred Ninety nine only)*

- (ii) The tenderer(s) shall be governed by General Conditions of Contract (GCC), Preamble and General Instructions to Tenderers (ITT) and Special Conditions of Contract (SCC). Wherever, there is a conflict in any condition between GCC and Special Conditions of Contract mentioned in the tender documents, the condition mentioned in Special Conditions of Contract will prevail. However, Engineer's decision in this connection shall be final and binding.

Part-I, Chapter-IV and V of the tender document contains General Conditions of Contract and Special Conditions of Contract specific to this work and shall be applicable in the contract.

**1.3.4 Form of Tender (Two Packet System of Tendering)**

With the view to access the tenders technically without being influenced by the financial bids, “Two packet system of tendering” shall be adopted. The Tender bid shall have to be submitted in **Two Packet System (through IREPS i.e. [www.ireps.gov.in](http://www.ireps.gov.in))**

**"Packet-A"**

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

**"Packet-B"**

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

The technical bid (Packet-A) shall be opened on the date of tender opening and the detailed scrutiny of Technical bid shall be carried out. The “Financial Bid” (Packet-B) shall be opened only of those tenderers who qualify in “Technical Bid”.

- 1.3.5** Provision of make in India policy 2017 issued by Govt. of India, as amended time to time, shall be followed for consideration of tenders.

**1.3.6 Tender Document**

This tender document consists of following four parts:

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

Chapter II	Tender Forms
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### 1.3.7 TENDER FORM

1. **Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:
  - (a) Tender Forms
  - (b) Special Conditions/Specifications (enclosed)
  - (c) Bill of quantities (enclosed)
  - (d) Standard General Conditions of Contract GCC-April-2022 (up to latest advance correction slip) of Indian Railways and Standard Specifications (Works and Materials) of CPWD-2019(Vol.I& II) as amended/corrected upto to latest correction slips.
  - (e) CPWD Schedule of Rates DSR-2021 (excluding GST component) as amended / corrected upto latest correction slips are to be followed for any extra item if introduced during the execution of works.
2. The Tenderer(s) shall quote his / their rates as a percentage above or below the Schedule of Rates of Tender and must tender for all the items shown in the bill of quantities attached. The quantities shown in the attached bill(s) of quantities are given as a guide and are approximate only and are subject to variation according to the needs of the DFCCIL. The DFCCIL does not guarantee work under each item of the bill(s) of quantities. The tenderer(s) shall quote rates / rebates only at specified place in tender in online financial Bid. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be **summarily ignored and will not be considered.**
3. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
4. The works are required to be completed within a period of **24months** from the date of issue of acceptance letter.

**1.3.7(A) Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

### 1.3.8 Sale & Submission of Tender Document:

#### 1.3.8.1 Cost of Tender document: -

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

**1.3.8.2 Bid Security: -**

- (1) (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:

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

**Note:**

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.
- (c) If his tender is accepted, this Bid Security mentioned in sub para 1(a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per “**Form No. 1D**” and shall be valid for a period of 90 days beyond the bid validity period.
- (3) **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
- A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
  - The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e, excluding the last date of submission of bids).

- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
  - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
  - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
  - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the Name of Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
  - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
  - viii. If the envelope is not sealed and marked as instructed above, the Railway/DFCCIL assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
4. (a) Subject to exemptions provided under para 1.3.8.2 above, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be **summarily rejected**.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 120 days from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to DFCCIL. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Bid Security for the due performance of the above stipulation, shall be forfeited to the DFCCIL.

### 1.3.8.3 Clause applicable for tender documents downloaded from Internet

Tenderer/s are free to download tender documents at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. **Master copy of the tender document will be available in the office of Chief General Manager/ Noida Unit.**

After award of the work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, DFC Complex, Sector-145, Noida-201306, U.P, India and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents downloaded from the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

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



same time. Any modified date and time for submission of tenders shall be uploaded on [www.ireps.gov.in](http://www.ireps.gov.in). The detail procedure of tender opening will be as per para- 1.3.9 below.

**1.3.8.5** The rates should be quoted in figures as well as in words. If there is variation between rates quoted in figures and in words, the rate quoted in 'words' shall be taken as correct. If more than one or improper rates are tendered for the same item, the tender is liable to be rejected.

**1.3.8.6** Tender document along with all Corrigendum(s)/Addendum(s) is to be digitally signed by the tenderers or such person/s on his/their behalf who is/are legally authorized to sign for him/them.

**1.3.8.7** Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.

**1.3.8.8 Care in Submission of Tenders–**

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account with that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause 37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer/DFCCIL.
- (ii) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenders will ensure that full benefit of Input Tax (ITC) likely to be availed by them is duly considered while quoting rates.
- (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to Railway/DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (iv) In case, the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway/DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (v) Contractor shall be liable to pay/refund the amount collected as GST to DFCCIL along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of DFCCIL is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:
  - Wrong/Incorrect invoices issued by contractor;
  - No-filing of GST returns;
  - Non-Payment of GST collected from DFCCIL to the authorities;
  - Any other non-compliance done by contractor;

**General indemnity:** Contractor hereby agrees to indemnify and hold harmless the DFCCIL from and against any and all losses, including loss on account of input tax credit, and all losses incurred by the DFCCIL relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the DFCCIL

arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the contractor.

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

- (b) When work is tendered for by a firm or company the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway/DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may however, recongnize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
- (d) The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as “**Form-1B**”. In addition to “**Form-1B**”, in case of other than Company/Proprietaryfirm.“**Form-1C**”shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) /Limited Liability Partnership (LLP) etc, as the case may be Non submission of above certificate(s) by the bidder shall result in **summarily** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

### 1.3.9 Right of DFCCIL to Deal with Tenders

The DFCCIL reserves the right of not to invite tenders for any of DFCCIL work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by DFCCIL administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.

If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.

If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the DFCCIL shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the DFCCIL shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

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

Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the

Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

**1.3.11 Clarification of Bids: -**

To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the DFCCIL may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the DFCCIL shall not be entertained or considered. The DFCCIL request for clarification and the response of the bidder in this regard shall be in writing.

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

**1.3.12 Execution of Contract Agreement: -**

The Tenderer whose tender is accepted shall be required to appear in person at the office of **Chief General Manager, Dedicated Freight Corridor Corporation of India Limited**, Sector-145, Noida-201306, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear and execute the contract agreement within 07 days of notice from DFCCIL that the contract agreement is ready. The Contract Agreement shall be entered into by DFCCIL only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases, the DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the DFCCIL shall be entitled to forfeit the full amount of the earnest money and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

**1.3.13 Form of Contract Document:** Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

- (a) Not Applicable.
- (b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form “**Form-5**”.

**1.3.14 Eligibility Criteria**

**1.3.14.1 Technical Eligibility Criteria**

The name of the work to be executed and its Estimated Cost is as below:

S. No.	Name of Work	Advertised value of Tender [Incl. of GST @ 18%]
1.	<b>Dewatering in RUBs and cleaning of sump well, drains, road surface and other incidental works in Rewari-Dadri Section of Western Dedicated Freight Corridor</b>	<b>Rs. 1,63,19,899.24/-</b> (including GST @ 18%) <i>(Rupees One Crore Sixty Three lakh Nineteen thousand eight hundred ninty nine only)</i>

	<b>under CGM/Noida Unit.</b>	
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- (a) The tenderer must have successfully completed or substantially completed any one of the following category of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of tender, or
  - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of tender, or
  - (iii) One similar work each costing not less than the amount equal to 60% of advertised value of tender.

The definition of “**Similar Work**” for the above stated work is as below:

“**Similar Work means:** “Dewatering of LHS/RUBs/Pedestrian Subways or other locations.”

**Note for Item 1.3.14.1:**

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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

1. **It shall be the responsibility of the tenderer to submit proper credential certificate(s) from the client stating clearly the value of work and other requisite details etc. as defined in Para 1.3.14.1 (a) above.**
2. Value of complete work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member’s share in that JV firm for the purpose of satisfying his or her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.
3. In case the tenderer (s) is a partnership firm, the work experience shall be in the name of partnership firm only.
4. *For judging the Technical eligibility works which had been executed for the government/ semi-government organization/PSU/Public listed company (as mentioned in the Note of para 1.3.14.1 above) will only be considered.*

#### 1.3.14.2 Financial Eligibility Criteria

The tenderer must have minimum average annual contractual turnover of  $V/N$  or 'V' whichever is less; where

**V= Advertised value of the tender in crores of Rupees**

**N= Number of years prescribed for completion of work for which bids have been invited.**

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

The tenderers shall submit certificate to this effect as per standard format "**Form-2B**" (**UDIN certificate from Chartered Accountant**), along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

#### **Note:**

1. Contractual payments received by a Member in an earlier JV firm shall be reckoned only to extent to the concerned member's share in that JV Firm for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in tender under considerations.
2. In case the tenderer/s is a partnership firm, the turnover etc shall be in the name of partnership firm only.

#### 1.3.14.3 **Bid Capacity- Not Applicable**

##### *[Explanation for clause 1.3.14 - Eligibility Criteria:*

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

*In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.*

5. *If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 1.3.14 of the Tender above, the same shall be considered for the purpose of fulfillment of credentials.*
6. *In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
7. *In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2$  \*value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
8. *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
9. *In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.*
10. *Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.*
11. *In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.*
12. *If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*
13. *In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*

14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

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

#### **1.3.14.4 Tenderer Credentials:**

The tenderer shall submit documents testifying tenderer's previous experience and financial status should be produced in support of their technical and financial eligibility, which are acceptable to DFCCIL, along with the tender:

- (a) For **Technical eligibility criteria**, the details will be submitted in "**Form No.2A/2AA**" along with supporting documents such as Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (b) For **Financial eligibility criteria**, the details will be submitted in "**Form No.2B**" along with supporting documents such as Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (c) The list of personnel/organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (d) For **Bid capacity criteria**, the details will be submitted in "**FORM No. 2C**" along with supporting documents.
- (e) **Applicant's Party Information Form "Form No. 2D"**
- (f) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder in **Form No. 1B**. In addition to **Form No. 1B**, in case of other than Company/Proprietary firm, **Form No. 1C** shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (g) The tenderer shall submit the completion certificates/certified completion certificates from the client(s) or Photostat of original certificates of client. These certificates should indicate the details of works carried out and successful commissioning of similar type of work executed by the tenderer. **Completion certificate from Govt. organisation/Semi Govt. organizations/PSUs/Public Listed Company (as mentioned in Note for Item 1.3.14.1) will only be accepted. The certificate from Private individual/Private Company for whom such works are executed shall not be accepted.** In case, the work is executed for Public Listed Company as mentioned above, copy of work order, bill of Quantity, Billwise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by Company in support of above work experience certificate shall be submitted.
- (h) Tenderer shall submit a statement of contractual payments received during last three financial years and current financial year on the prescribed Proforma as per "**Form No. 2B**" **duly certified by Chartered Accountant in the form of UDIN Certificate**. The above certificate shall be based on the form 16-A issued by the employer i.e. the certificate of deduction of tax at source as per Income Tax Act, 1961 and Form-26AS issued by Income Tax Department. The photocopies of Form 16-A/Form-26AS shall be enclosed or a certificate from auditor or audited balance sheet certified by Chartered Accountant clearly indicating the contractual amount received. DFCCIL may invite the

Tenderer for offline/online verification of Form-16A & Form-26AS.

- (i) 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 rights of the DFCCIL thereunder
- (j). (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto Two years.
- (b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the DFCCIL shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto Two years.

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

(i) The tenderer shall be considered *disqualified/ in-eligible if:*

- (a) The Tenderer or any of its partners and/or sub contractors 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 Website(<http://www.indianrailways.gov.in/railwayboard>) of Railway Board pertaining to banning of Business, with the banning being valid as on the date of submission of the Tender.
- (b) The Tenderer or any of its partners has suffered bankruptcy/insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of application.

### **1.3.15 Execution of Contract Documents:**

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

### **1.3.16 Documents to be submitted alongwith Tender:**

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



(ii) Following documents shall be submitted by the tenderer:

**a. Sole Proprietorship Firm:**

(i) All other documents in terms of explanatory notes in Clause 1.3.14.

**b. HUF:**

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

(ii) All other documents in terms of explanatory notes in Clause 1.3.14.

**c. Partnership Firm:**

(i) All documents as mentioned in Clause 1.3.20 of the Part-I, Chapter-III of the Tender Document.

**d. Joint Venture (JV):** All documents as mentioned in Clause 1.3.19 of the Part-I, Chapter-III of the Tender Document

**e. Company registered under Companies Act 2013:**

(i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company

(ii) A copy of Certificate of Incorporation

(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

(iv) All other documents in terms of explanatory notes in clause 1.3.14.

**f. LLP (Limited Liability Partnership):**

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

(iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by DFCCIL/Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

(v) All other documents in terms of explanatory notes in clause 1.3.14.

**g. Registered Society & Registered Trust:**

(i) A copy of Certificate of Registration

(ii) A copy of Memorandum of Association of Society/Trust Deed

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

(iv) A copy of Rules & Regulations of the Society

(v) All other documents in terms of explanatory notes in clause 1.3.14.

- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm/ Partnership firm/ Joint Venture/ Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm/ Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's/DFCCIL's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV firm etc. shall be considered only where permissible as per the tender conditions.
- (vi) The DFCCIL will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. DFCCIL/ Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

**1.3.17** The tenderer whether sole proprietor / a company or a partnership firm/joint venture/ registered society/registered trust/HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

*Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

**1.3.18 Employment/Partnership etc. of Retired Railway Employees:**

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

( iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

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

THEN

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

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

Note: - If information as required as per 1.3.18 (a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

### **1.3.19 JOINT VENTURE (JV) IN WORKS TENDERS**

**Participation of Joint Venture (JV) in Works Tender:** This para shall be applicable for works tenders wherein tender documents provide for the same.

**1.3.19.1** Separate identity/name shall be given to the Joint Venture.

**1.3.19.2** Number of members in a JV shall not be more than three, if the work involves only one component and shall not be more than five, if the work involves more than one component. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

**1.3.19.3** A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

**1.3.19.4** The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

**1.3.19.5** Bid Security shall be submitted by JV or authorized person of JV either as :

- (i) Cash through e-payment gateway or as mentioned in tender document, or
- (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender..

**1.3.19.6** A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. (The MoU format for this purpose is enclosed along with the tender).

**1.3.19.7** Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.

**1.3.19.8** Approval for change of constitution of JV shall be at the sole discretion of the Railway/DFCCIL. The constitution of the JV shall not normally be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

**1.3.19.9** Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

**1.3.19.10** On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. (if any) shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

**1.3.19.11** On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted alongwith the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways/DFCCIL before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation

within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

**1.3.19.11.1 Joint And Several Liability** - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway/DFCCIL for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways/DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.

**1.3.19.11.2 Duration of the Registered Entity** - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

**1.3.19.11.3 Governing Laws** - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

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

**1.3.19.13** No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway/DFCCIL in respect of the said tender/contract.

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

**1.3.19.14.1** In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways/DFCCIL or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

**1.3.19.14.2** In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

- (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

**1.3.19.14.3** In case one or more members of the JV is/are companies, the following documents shall be submitted:

- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- (iii) A copy of Certificate of Incorporation
- (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

**1.3.19.14.4** In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP
- (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
- (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
- (v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways/DFCCIL or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

**1.3.19.14.5** In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Rules & Regulations of the Society
- (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust

**1.3.19.14.6** All other documents in terms of explanatory notes in clause 1.3.14.

**1.3.19.15** Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

**1.3.19.15.1 Technical Eligibility Criteria**

**(a) For works without composite components**

The technical eligibility for the work as per para 1.3.14.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 1.3.14.1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each

non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

a) **Not Applicable**

**Note for Clause 1.3.19.15.1:**

(a) *Not Applicable*

(b) *Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.*

**1.3.19.15.2 Financial Eligibility Criteria**

The JV shall satisfy the requirement of “Financial Eligibility” mentioned at para 1.3.14.2 above. The “financial capacity” of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 1.3.14.2 above.

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

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

**1.3.19.15.3 Bid Capacity----- (Not applicable in this Tender)**

**1.3.20 Participation of Partnership Firms in works tenders:**

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

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

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

**1.3.20.4** Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway/DFCCIL and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways/DFCCIL and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of

all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

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

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

**1.3.20.6** The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

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

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

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

**(a) Joint and several liabilities:**

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

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

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway/DFCCIL, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

**(c) Governing laws:** The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.



(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway/DFCCIL.

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

(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

(iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways/DFCCIL or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Concealment / wrong information in regard to above shall make the bid ineligible or the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

**1.3.20.11 Evaluation of eligibility of a partnership firm:**

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in para 1.3.14 above.

**1.3.21 Period of Completion**

The entire work is required to be completed in all respects within **24 months (TwelveMonths)** from the date of issue of the acceptance letter. Time is the essence of contract. The contract or shall be required to maintain steady and regular progress to the satisfaction of the Engineer/DFCCIL to ensure that the work will be completed in all respects within the stipulated time.

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

**1.3.23 Quantum of work and materials:**

The indicative schedule of quantities of various items of works is included in **Form Nos. 3 & 4** of the tender document.

**1.3.24 Employer not bound to accept any tender:**

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

**1.3.25 Schedule of Prices**

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

**1.3.26 Performance Guarantee:** Refer clause no. 16(4) of GCC-2022.

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

**1.3.28 Negotiation:**

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

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

**1.3.29 Site Inspection:**

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

**1.3.30 No form C &D shall be issued to the contractor for this work:**

**1.3.31** The rates quoted by the contractor are deemed to be inclusive of compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. **Nothing extra** shall be payable on this account and **no extension of time** for completion of work shall be granted on these accounts.

**1.3.32 Price Variation Clause (PVC): NOT APPLICABLE**

**1.3.33 Advances to Contractor-** No Advances to contractor shall be applicable for this work.

**1.3.34 Contract value:**

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

**1.3.35 Taxes, Duties etc.:**

- (i) GSTIN of DFCCIL will be provided to the contractor along with the letter of acceptance (*LOA*).

- (ii) Payment to the contractor will be subjected to TDS as per rules in force from time to time. The tax deduction at source (*TDS*) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by the DFCCIL.
- (iii) Contractor shall submit GST compliant tax invoice containing (*GSTIN of DFCCIL*) and all the particulars as stipulated under invoice rules of GST law. Payment shall be made to the contractor only after submission of GST compliant Tax Invoice.
- (iv) Increase /decrease in rate of existing GST or cess on GST for Works Contract shall be dealt as per para 37 of GCC (Part-1, Chapter-IV of Tender document).

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

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

***If any cost implication to DFCCIL is occurred on GST account because of Contractor's default in filing of GST returns such as no GST number, wrong GST number, mismatch of GST number etc., the same shall be recovered from the Contractor's bill or any other pending/future bill.***

**PART- I**

**CHAPTER- IV**

**GENERAL CONDITIONS OF CONTRACT**

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**GENERAL CONDITIONS OF CONTRACT**

**DEFINITIONS AND INTERPRETATION**

- 1. (1) Definition:** - In these General conditions of Contract, the following terms shall have the meaning as signed here under except where the context otherwise requires: -
- (a) **“DFCCIL”** shall mean Dedicated Freight Corridor Corporation of India Ltd, a Govt. of India Enterprise (under Ministry of Railways) and a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 5<sup>th</sup> Floor, Supreme Court Metro Station Complex, New Delhi-110001 represented through its Managing Director or CGM/GM (hereinafter referred to as **“DFCCIL”**) which expression shall, unless repugnant to the context, be deemed to include its successors and assigns.
  - (b) **“MD/DFCCIL”** shall mean the officer - in-charge of the General Superintendence and Control of the DFCCIL (MD) and shall mean and include the successors, of the successor of DFCCIL (hereinafter referred to as **“MD/DFCCIL”**).
  - (c) **“CGM”** shall mean the officer-in-charge of the CGM Unit of DFCCIL and shall also include GM(Co) of DFCCIL.
  - (d) **“Engineer”** shall mean Dy. CPM/DFCCIL or any other superior official of DFCCIL or PMC appointed by DFCCIL.
  - (e) **“Engineer’s Representative”** shall mean the PM/Dy. PM/APM / Sr. Executive/Executive indirect charge of the work and shall include appointed by the DFCCIL and shall mean and include the Engineer’s Representative of the successor DFCCIL.
  - (f) **“Contractor”** shall mean the Person/ Firm /LLP/ Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns.
  - (g) **“Contract”** shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of CPWD modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
  - (h) **“Works”** shall mean the works to be executed in accordance with the contract.
  - (i) **“Specifications”** shall mean the Standard Specifications for Materials & Works of DFCCIL as specified by DFCCIL under the authority of the CGM or as amplified, added to or superseded by Special Specifications, if any.
  - (j) **“Standard Schedule of rates”** shall mean the Schedule of rates adopted by DFCCIL which includes:

“Delhi Schedule Of Rates (DSR)” i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway/DFCCIL under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

- (k) **“Drawing”** shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (l) **“Constructional Plant”** shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works(*as herein after defined*) but does not include materials or other things intended to form or forming part of the permanent work.
- (m) **“Temporary Works”** shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (n) **“Site”** shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the DFCCIL for the purpose of the contract.
- (o) **“Period of Maintenance”** shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer/DFCCIL.
- (p) **‘Contractor’s authorized Engineer’** shall mean a graduate Engineer or equivalent, having experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (q) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- (r) **“Bill of Quantities”** shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the DFCCIL.

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

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

### **GENERAL OBLIGATION**

**2. (1) Execution Co-relation and intent of contract Documents:** -The contract documents shall be signed in triplicate by the DFCCIL and the Contractor. The contract documents are complementary, and what is called for by any-one shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the DFCCIL to the contract or unless distinctly specified in the

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

- 2.(2) If a work is transferred from one CGM unit to another CGM or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor CGM unit in the same manner & take effect all respects as if the Contractor and the Successor CGM unit were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor CGM unit will exercise the same powers and enjoy the same authority as conferred to the Predecessor CGM unit under the original contract/agreement entered into.
- 2.(3) If for administrative or other reasons, the contract is transferred to the Successor CGM unit of DFCCIL, the contract shall notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor CGM unit of DFCCIL in the same manner and take effect in all respects as if the Contractor and the Successor CGM unit of DFCCIL had been parties thereto from the date of this contract.
- 3.(1) **Law governing the contract:** -The contract shall be governed by the law for the time being in force in the Republic of India.
- 3.(2) **Compliance to regulations and bye-laws:-** The contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reasons for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- 3.(3) **Environmental and Forest clearances:**  
The DFCCIL represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme, will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A(ii).
4. **Communications to be in writing:** - All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's representative or the contractor inter-se concerning the work shall be in writing or e-mail on registered e-mail ID's i.e. the e mail id provided for correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.
5. **Service of Notices on Contractors:-** The contractor shall furnish to the Engineer the named designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contract or 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/E-mail 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 forth with notified by the contractor to the Engineer.

6. **Occupation and use of land:** -No land belonging to or in the possession of the DFCCIL shall be occupied by the Contractor without the permission of the 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 DFCCIL premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
7. **Assignment or Subletting of Contract:** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway/DFCCIL to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway/DFCCIL in respect of any loss or damage arising or ensuing from such cancellation: provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway/DFCCIL, Contractor shall ensure the following:

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

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

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

- (iii) There is no banning of business with the sub-contractor in force over IR.
- (b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement



between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.

- (c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- (d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- (e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway/DFCCIL, with prior intimation to Chief Engineer.
- (f) The Contractor shall indemnify railway/DFCCIL against any claim of subcontractor.
- (g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever
- (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor. Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work, without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, **only once**, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.
- (i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- (j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway/DFCCIL and this shall be deemed as 'excepted matter' (matter not arbitrable).
- (k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway/DFCCIL and shall not relieve the Contractor of any responsibility under the Contract.

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

9. Not Applicable
10. Not Applicable
11. Not Applicable
12. **Representation on Works:-**The contractor shall, when he is not personally present on the site of the works place and keep are sponsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor.Before absenting himself,the contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the DFCCIL to **rescind the contract** under clause 62 of these conditions.
13. Not Applicable
14. **Excavated material:-**The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, trees, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the DFCCIL provided that the contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.
15. **Indemnity by Contractors:** The Contractor shall indemnify and save harmless the DFCCIL from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the DFCCIL by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditons shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- 16.(1) **Security Deposit:** The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the DFCCIL shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the

amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

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

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

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

- (a) Final Payment of the Contract as per clause 51. (1) **and**
- (b) Execution of Final Supplementary Agreement or Certification by EngineerL that DFCCIL has No Claim on Contractor **and**
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50. (1), in case applicable.

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

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

#### **16.(4) Performance Guarantee**

The procedure for obtaining Performance Guarantee is outlined below:

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

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated DFCCIL shall be

entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

- (ii) **The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the Original Contract value.**
- (i) A deposit of Cash;
  - (ii) Irrevocable Bank Guarantee;
  - (iii) Government Securities including State Loan Bonds at 5% below the market value;
  - (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
  - (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
  - (vi) Deposit in the Post Office Saving Bank;
  - (vii) Deposit in the National Savings Certificates;
  - (viii) Twelve years National Defence Certificates;
  - (ix) Ten years Defence Deposits;
  - (x) National Defence Bonds and
  - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (iii) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (iv) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (v) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (vi) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with DFCCIL.
- (vii) The Engineer/DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which the President of India/DFCCIL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer/DFCCIL may claim the full amount of the Performance Guarantee.
- (ii) Failure by the Contractor to pay President of India/DFCCIL any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer/DFCCIL.
- (iii) The Contract being determined or rescinded under clause 62 of these conditions.

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

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

- (i) **Extension due to modification:-** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- (ii) **Extension for Delay not due to DFCCIL or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of DFCCIL's employees or by other contractor employed by the DFCCIL under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the DFCCIL for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The

Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

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

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

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

- 17-B Extension of Time with Liquidated Damages (LD) for delay due to Contractor:** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, the Railway/DFCCIL may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway/DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated **at the rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.**

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

Provided further, that if the Railway/DFCCIL is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within

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

**NOTE:**

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

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

**18.(1) Illegal Gratification:-** Any bribe,commission,gift or advantage given, promised or offered by or on behalf to the contract or 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 *rescission of the contract* and all other contracts with the DFCCIL and to the payment of any loss or damage resulting from such decision and theDFCCILshall be entitled to deduct the amounts so payable from the Contractor(s)/bills/security deposite or any other dues of contractorwith Government of India/DFCCIL.

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

**EXECUTION OF WORKS**

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

- 19.(2) Commencement of works:** -The contract or shall commence the works within 15 days after the receipt by him of an order in writing othis effect from the Engineer and shall proceed with the same with due expedition and without delay.
- 19.(3) Accepted Programme of work:-** The contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts within itial completion period of two years or less or not later than 90days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/CPM. He shall also submit the details of organization(*in terms of labour andsupervisors*)plant and machinery, that he intends toutilize(*fromtimetotime*)for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer,shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavour tofulfil this programme of work.The progresss of work will be watched accordingly and the ***liquidated damages will be with reference to the overall completion date.***Nothing stated here in shall preclude the contract or in achieving earlier completion of it emor whole of the works than indicated in the programme.

In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification, finalized through Tenders having advertised value more than **Rs.100 crores**, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software such as **Primavera/Sure Track/MS Project etc.** The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:

The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage, Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, each of these stages for work by each Subcontractor, if any, the sequence and timing of inspections and tests specified in the Contract, and a supporting report which includes:

a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel &Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Engineer shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer within 15 days in accordance with this Sub-Clause.



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

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

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

**20.(2) Alterations to be authorized:** - No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorised, except under written instructions from the Engineer.

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

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

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

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

- 22.(1) **Adherence to specifications and drawings:** - Not Applicable
- 22.(2) **Drawings and specifications of the works:** - Not Applicable
- 22.(3) **Ownership of drawings and specifications:** - Not Applicable
- 22.(4) **Compliance with Contractor's requests for details:** - Not Applicable
- 22.(5) **Meaning and intent of specification and drawings:** Not Applicable
23. **Working during night:** - The contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.
24. **Damage to DFCCIL property or private life and property:**-The contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the DFCCIL or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the DFCCIL and this although all reasonable and proper precautions may have been taken by the contractor. In case the DFCCIL shall be called upon to make good any costs, loss or damages, or to pay an compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway / DFCCIL may in curin reference thereto, shall be charged to the contractor. The DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings be instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary orders is able to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.
25. **Sheds, Stores houses and Yards:**-The contractor shall at his own expense provide himself with sheds, stores houses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the contractor shall keep at each such sheds, stores houses and yard sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plants kept in hand, and any materials or plan which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the contractor. The contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.
26. **Provision of efficient and competent Staff at work sites by the Contractor:** -
- 26.1 The contractor shall place and keep on the works at all times efficient and competent staff to give the

necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.

- 26.2** The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 26.3** In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.
- 26A.** Not Applicable
- 27.(1) Workmanship and testing:-** The whole of the work and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of the irrespective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the contractor may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the contractor.
- 27.(2) Removal of improper work and materials:** -The Engineer or the Engineer's Representative shall be entitled to order from time to time:
- (a) The removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.
  - (b) The substitution of proper and suitable materials, and
  - (c) the removal and proper re-execution, not with standing any previous tests thereof or on account payments therefore, of any work which in respect of materials or workmanship; is not in his opinion in accordance with the specifications and in case of default on the part of the contractor in carrying out such order the DFCCIL shall be entitled to **rescind the contract** under clause 62 of these conditions.
  - (d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.

- 28. Facilities for inspection:-**The contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.
- 29. Examination of work before covering up:-** The contractor shall give 7 days' notice to the Engineer or the Engineer's representative when ever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.
- 30. Temporary Works: -** All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges *shall be recovered from the contractor*. If temporary huts are provided by the contractor on the Railway/DFCCIL land for labour engaged by him for the execution of works, the contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the contractor's labour refuse to vacate, and have to be evicted by the Railway/DFCCIL necessary expenses incurred by the Railway/DFCCIL in connection there with shall be borne by the contractor.
- 31.(1) Contractor to supply water for works: -**Unless otherwise provided in the contract, the contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.
- 31.(2) Not Applicable**
- 31.(3) Not Applicable**
- 31.(4)(a) Contractor to arrange supply of Electric power for works: -** Unless otherwise provided in the contract, the contractor shall be responsible for arrangements to obtain supply of electric power for the works.
- 31.(4)(b) Not Applicable**
- 32. Property in materials and plant: -** The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately, they are brought upon the site of the said land, be deemed to be the property of the DFCCIL. Such of the materials during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the DFCCIL and the Contractor may then (*but not before*) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the DFCCIL be in any

way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

**33. (1) Not Applicable**

**33.(2) Not Applicable**

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

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

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

**34.(4) Safety of Public:** - The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or DFCCIL property and shall post such look out means as in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading/partitions at the place of work to ensure safety of inhabitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.

**34.(5) Display Board:** - The contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m.

**35. Use of Explosives:** Not Applicable

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

(a) Provided for in the contract, or

(b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and/or

- (c) Necessary for the safety of the works or any part there of.
- (d) Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site, or
- (e) Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities, or
- (f) Due to instruction of The National Green Tribunal or any other statutory authority due to high level of pollution in the city of worksite

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

**36.(3) Suspension lasting more than 3 months:-** If the progress of the works or any part there of is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the DFCCIL.

**37. Rates for items of works:-** The rates, entered in the accepted Bill(s) of Quantities of the Contractor intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of the contract and the specifications and drawings to get her with such enlargements, extensions, dimensions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality there of and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centring, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the DFCCIL, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the DFCCIL, the setting of all work and of the construction, repair and upkeep of all centrelines, bench marks and level pegs there on, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties of expenses for which the Contractor may be comeliabile or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specifications.

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

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

**38. Deleted**

**39.(1) Rates for extra items of works:-**

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

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

(b) Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway/DFCCIL shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

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

- i. Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)"
- ii. Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)"
- iii. Market Analysis

**39.(2)** Provided that if the Contractor commences work or incurs any expenditure in regard there to be for etherates as determined and agreed upon as last lyhereuntofore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the CGM within 30 days of getting the decision of the Engineer, supported by analys is of the rates claimed. The CGM's decision after he aring both the parties in the matter

would be final and binding on the Contractor and the DFCCIL.

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

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

**40A: Off loading of Part(s) of Work:** At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a 14 (Fourteen) days suo-moto notice (as per annexure- VIIA), if the Engineer is of the opinion that :-

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

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

#### **VARIATIONS IN EXTENT OF CONTRACT**

**41. Modification to contract to be in writing:** - In the event of any of the provisions of the contract



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

- 42.(1) Powers of modification to contract:-** The Engineer on behalf of the DFCCIL shall be titled by order in writing to enlarge or extend, diminish or reduce the work so make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against as pecific order.
- 42.(2)** (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.
- (ii) The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
- (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be excuted at following rates:
- (a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of theconcerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
  - (b) Quantities operated in exess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid 96% of the rate awarded for that item in that particular tender;
  - (c) Variation in quantity of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
  - (d) Variation to quantities for Minor value item:  
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
    - (i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
    - (ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

**42.(3) Valuation of variations:-** The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

### CLAIMS

**43.(1) Quarterly Statement of Claims:** The Contractor shall prepare and furnish to the Engineer/DFCCIL once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding ~~month~~ quarter and no claim for payment for such work will be considered which has not been included in such particulars.

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

### MEASUREMENTS, CERTIFICATES AND PAYMENTS

**44. Quantities in Bill(s) of Quantities Annexed to Contract:** The quantities set out in the accepted Bill(s) of Quantities 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.(i) Measurement of Works by Railway/DFCCIL:** The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway/DFCCIL. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below-

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

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

- (a) The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway/DFCCIL. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

Date and time of test checks shall be communicated to the Contractor, who shall be present at the site and shall witness the test checks, failing Contractor's adherence, the test check may be conducted in his absence and such test checks shall not, withstanding such absence be binding

upon Contractor provided always that any objections made by Contractor to test check shall be duly investigated and considered in the manner set out below:

- (i) It shall be open to Contractor to take specific objections to test check of any recorded measurements within 7 days of date of such test checks. Any re-test check done by the concerned DFCCIL's Authority in the presence of the Contractor or in his absence after due notice, given to him in consequent of objections made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
  - (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect, the Contractor shall be liable to pay the actual expenses incurred in measurements.
- (b) **Incorrect measurement/action to be taken:** If in case during test check or otherwise, it is detected by the Engineer that Agency has claimed any exaggerated measurement or as claimed any false measurement for the work which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:
- (i) On first occasion of noticing, exaggerated/false measurement, Engineer shall impose a penalty of 10% of claimed gross bill value.
  - (ii) On any next occasion of noticing any exaggerated/false measurement, DFCCIL shall impose penalty of 15% of claimed gross bill value. In addition, the facility of recording of measurement by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurement shall be done by DFCCIL as per Clause-45(i) above.

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

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

**46.(3) On Account Payments not prejudicial to final settlement:-** "On- Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts(except where measurements are specifically noted in the Measurement Book as "Final Measurements"and as such have been signed by the Contractor Engineer's/Engineer's Representative) and shall in respect be consider edorused as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

**46.(4) Advances to Contractor-** Not Applicable

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

**46A. Price Variation Clause (PVC):** Not Applicable

**47.0 Maintenance of works :-** The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer be responsible for and effectively maintain and upholding goods substantial, sound and perfect conditional and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage order defect that may during the above period arise in or bed is covered or be in anyway 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 there to whenever required by the Engineers to do, all losses, damages, costs and expenses they or any of them may incur or be put or liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

**48.(1) Certificate of completion of works:-**As soon as in the opinion of the Engineer, the works has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The 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 DFCCIL against the contract concerned.

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

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

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

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

**50.(1) Maintenance Certificate:** - The Contract shall not be considered as completed until a Maintenance Certificate if applicable shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer up on the expiration of the Period of maintenance or as soon there after as any works ordered during such period pursuant to sub clause(2) Clause 48 of the conditions shall have been completed to the satisfaction of the Engineer and full effect shall be given to this Clause not with standing the taking possession of or using the works or any part thereof by the DFCCIL.

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

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

**50.(3) Unfulfilled Obligations:-**Not with standing the issue of the Maintenance certificate the Contractor and (*subject to sub-clause 2 of this clause*) the DFCCIL shall remain liable for the fulfilment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remain sunper formed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations the contract shall be deemed to remain inforce between the parties thereto.

**51.(1) Final Payment:-** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway/DFCCIL in respect of the works or having delivered

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

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

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

- (i) For a contract of more than one crore of rupees, the contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The contractor shall similarly produce vouchers; etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contractor any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.
- (iii) The obligations imposed by sub clause (i) & (ii) above is without prejudice to the obligations of the contractor under any statute rules or orders binding on the contractor.

**52.0 With holding and lien in respect of sums claimed:-**When ever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the DFCCIL shall been titled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the DFCCIL shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case maybe and also have alien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the DFCCIL shall be entitled to withhold and have alien to the extent of the such claimed

amount or amounts referred to supra, from any sum or sums found payable or which at any time the re after may be come payable to the contractor under the same contractor any other contract with this or any other DFCCIL or any Department of the Central Government pending finalization or adjudication of any such claim.

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

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

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

**53.0 Signature on Receipts for Amounts:-** Every receipt form one which may become payable or for any security which may be come transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the DFCCIL in respect of the money or security purported to be acknowledged there by andin the event of death of any of the Contractor, partners during the pendency of the contract it is here by expressly agreed that every receipt by anyone of the surviving Contract or partners shall if so signed



as aforesaid be good a sufficient discharge as aforesaid provided that no thing in this clause contained shall be deemed to prejudice or effect any claim which the DFCCIL may here after have against the legal representative of any contractor partnerso dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective right so robligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interse.

## LABOUR

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

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

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

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

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

- 55. Provisions of payments of Wages Act:** - The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor

to repay such money to the DFCCIL deduct the same from any moneys due to the Contractor in terms of the contract. The DFCCIL shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India or DFCCIL all moneys paid or payable by the DFCCIL by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

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

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

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

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of

“Employees Provident Fund & Miscellaneous Provisions Act, 1952”, wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.

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

- (a) Contractor shall apply for one-time registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor’s registration in the portal within 7 days of receipt of such request.
  - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
  - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
  - (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
  - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (ii) While processing payment of any ‘On Account bill’ or ‘Final Bill’ or release of ‘Advances’ or ‘Performance Guarantee / Security deposit’, contractor shall submit a certificate to the Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramikkalyan portal at ‘www.shramikkalyan.indianrailways.gov.in’ till \_\_\_\_Month, \_\_\_\_Year.”

**55-D Provisions of “The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996” and “The Building and Other Construction Workers’ Welfare Cess Act, 1996”:**

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

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

- 57.0 Provision of Workmen's Compensation Act:-**In every case in which by virtue of the provisions of section 12 sub-section(1) of the Workmen's Compensation Act 1923, DFCCIL is obliged to pay compensation to a workman directly or through petty contractor or sub contractor employed by the Contractor in executing the work, DFCCIL will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of DFCCIL under Section 12 Sub-section(2) of the said Act, DFCCIL shall be at liberty to recover such amount or any part thereof from contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. DFCCIL shall not be bound to contest any claim made against it under Section 12 Sub-section(1) of the said Act except on the written request of the Contractor and upon his giving to DFCCIL full security for all costs for which DFCCIL might be come liable in consequence of contesting such claim.
- 57-A. Provision of Mines Act:-** The contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment there of for the time being in force and any rules and regulations made there under in respect of all the persons directly or through the petty contractors or sub-contractors employed by him under this contract and shall indemnify the DFCCIL from and against any claims under the Mines Act, or the rules and regulations framed there under, by or on behalf of any persons employed by him or otherwise.
- 58 Railway/DFCCIL not to provide quarters for Contractors: -** No quarters shall normally be provided by the DFCCIL for the accommodation of the contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the DFCCIL discretion, recoveries shall be made at such rates as may be fixed by the DFCCIL for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.
- 59.(1) Labour Camps: -** The contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty contractors or sub-contractors and for temporary crèche(*Bal-mandir*) where 50 or more women are employed at a time. Suitable sites on DFCCIL land, if available, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the DFCCIL. All campsites shall be maintained in clean and sanitary conditions by the contractor at his own cost.
- 59.(2) Compliance to rules for employment of labour:-**The contractor(s) shall conform all laws, by-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.
- 59.(3) Preservation of peace: -**The contractor shall take requisite precautions and use his best endeavours to
- (i) Prevent any riotous or unlawful behaviour by or amongs this workmen and other employed directly or through the petty contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and
  - (ii) Security of property in the neighbourhood of the works. In the event of the DFCCIL requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the contractor and if paid by the DFCCIL shall be recoverable from the contractor.

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

- 60.(3) Period of validity of medical fitness certificate:** -A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so, required by the person concerned, state his reasons in writing for doing so.
- 60.(4) Medical re-examination of labourer:-**Where any official appointed in this behalf by the Ministry of labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall notify the concerned officials directly, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

**EXPLANATIONS: -**

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

**DETERMINATION OF CONTRACT**

- 61.(1) Right of DFCCIL to determine the contract:-**The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL’s opinion, the cessation of work become necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the DFCCIL of such determination and thereon shall be conclusive evidence thereof.
- 61. (2) Payment on determination of contract:** - Should the contract be determined under subclause(1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The DFCCIL’s decision on the necessity and propriety of such expenditure shall be final and conclusive.
- 61.(3)** The contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.
- 62.(1) Determination of contract owing to default of contractor:** - If the Contractor should: -
- (i) Becomes bankrupt or insolvent, or
  - (ii) Make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or

- (iii) Being a Company or Corporation, go into liquidation (*other than avoluntary liquidation for the purposes of amalgamation or reconstruction*),or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contractor any part thereof otherwise than as provided in Clause 7 of the second conditions, or
- (vi) Aband on the contract,or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to execute the contract documents in terms of Clause 1.3.7 of the Preamble and Instructions to Bidder in Part-I, Chapter-III of Tender Document.
- (x) Fails to submit the documents pertaining to identity of JV and PAN in terms of Clause 1.3.17.11 of Tender Form available in the Regulations for Tenders and Contracts.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the Conditions, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required under clause 28 of the conditions, or
- (xiv) Promise, offeror give any bribe, commission,gift or advantage either himself or through his partner, agent or servant to any officer or employee of the DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this DFCCIL.
- (xv) Fail to adhere to the provisions specified in “**Preamble & Instructions to Tenderers**”, Part-I, Chapter-III of Tender Document or Provision of above Clause 59(9).
- (xvi) Submits copy of fake documents/certifications in support of credentials, submitted by the tenderer

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

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

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

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

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

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

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



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

**STATEMENT OF DISPUTES -DFCCIL ARBITRATION RULES**

**63.0 Conciliation of Disputes:**

- (i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 (Fifty) Crore.
- (ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Director /Chief General Manager/CPM, DFCCIL " through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Director /Chief General Manager/CPM, DFCCIL shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.
- (iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- (iv) In case the total value of all claims in dispute added together does not exceed Rs. One Crore, the number of Conciliator shall be one. For claims more than Rs. One Crore and upto Rs. Fifty Crore, the number of Conciliators shall be three.
- (v) The Sole Conciliator shall be nominated by the MD DFCCIL from the List of Empaneled Arbitrators /Conciliators maintained by DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by CGM/Director/MD DFCCIL.
- (vi) In case, the Conciliation process consist of a panel of three members, the DFCCIL will send a panel of at least four (4) names from the List of Empaneled Arbitrators /Conciliators with DFCCIL empaneled to work as Arbitrator /Conciliator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the CGM/Director/MD DFCCIL. Contractor will be asked to suggest to MD DFCCIL at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request

by DFCCIL. The MD shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding conciliator' from amongst the 3 conciliators so appointed. MD DFCCIL shall complete this exercise of appointing the Conciliation Panel within 30 days from the receipt of the names of Contractor's nominees.

- (vii) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- (viii) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- (ix) The conciliation proceedings shall be subject to the provisions of the Arbitration and Conciliation Act 1996 and its amendments thereof.

63.1 **Matters Finally Determined by the DFCCIL:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the MD/ Director /Chief General Manager/CPM, DFCCIL and the MD/ Director /General Manager/CPM, DFCCIL shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5),39.1, 39.2, 40A,43(2), 45(i)(a), 55, 55-A(5), 57, 57A,61(1), 61(2),62(1), 63(iv) and 63.2.11 of the General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable)and decisions of the DFCCIL authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Conciliation, Dispute Adjudication Board (DAB) and Arbitration.

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

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

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

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

- 63.2.3 If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the Director/MD fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.
- 63.2.4 The appointment of any member may be terminated by mutual agreement of both Parties, but not by the DFCCIL or the Contractor acting alone. Unless otherwise agreed by both the Parties, the appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.
- 63.2.5 Before start of DAB proceedings, each DAB member shall give the following certificate to the DFCCIL and the Contractor:
- “I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality.”*
- 63.2.6 DAB proceedings shall be conducted as decided by the DAB. The DAB shall give its decision within 84 days of a Dispute referred to it by any of the Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the contract. This time limit shall be extendable subject to the Parties mutual agreement.
- 63.2.7 In case any party is not satisfied by the decision of DAB, then the aggrieved party may, within 28 days after receiving the decision, give notice to the other Party of its dissatisfaction. If the DAB has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 days after its received the DAB’s decision, then the decision shall become final and binding upon the Parties.
- 63.2.8 No dispute shall be referred to Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to any reason, the disputes can be directly referred to Arbitral Tribunal to adjudicate the dispute.
- 63.2.9 In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.
- 63.2.10 Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.
- 63.2.11 In case DAB decision is not challenged, or no Notice of Dissatisfaction has been issued by either Party within 28 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.

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

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

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

**64.(1) Demand for Arbitration:-**

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

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

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

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

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

(c) The DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

(d) The seat of arbitration would be New Delhi. However, the venue for arbitration meetings or hearings can be any other place with the consent of parties.

(e) Both the parties shall submit to the jurisdiction of the courts situated at New Delhi for the purpose of actions and proceedings arising out of the contract and the courts at Delhi shall have the sole and exclusive jurisdiction to hear and decide such actions and proceedings.

**64.(1)(iv)** None claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

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

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

**64.(3) Appointment of arbitrator**

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

**64.(3)(b):** In cases not covered by the Clause 64(3)(a), the Arbitral Tribunal shall consist of a panel of three members, as the arbitrators. For this purpose, the DFCCIL will send a panel of at least four (4) names from the List of Empaneled Arbitrators with DFCCIL empaneled to work as Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the CGM/Director/MD DFCCIL.

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

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

**64.(3) (c) (ii):** (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto

to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea or interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

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

**64. (3) (d) (i):** The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.

**64.(3) (d) (ii):** A party may apply for corrections of any computational errors, any typo graphical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

**64. (3) (d) (iii):** A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

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

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

**64.(6):** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by DFCCIL from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Form no.27 to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by

the DFCCIL or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

- 64. (7)** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 (as amended up to date) and the rules there under and relevant para of the General Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.
- 64. (8)** In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by DFCCIL to Contractor, the terms & conditions as incorporated in the DFCCIL Policy as amended from time to time, shall be followed. In case Contractor has to pay to the DFCCIL, then 75% of the award amount shall be deducted by the DFCCIL from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

**Part- I**  
**Chapter-V**  
**Special Conditions of Contract**



**PART-I**

**CHAPTER-V**

**SPECIALCONDITIONS OF CONTRACT**

**SPECIALCONDITIONS (SECTION-1)**

*The Special Conditions of contract (SCC) should be read in conjunction with the General Conditions of Contract (GCC). However, if there is any provision in the GCC, which is at variance with the provisions in SCC, the Specific Provisions/Special Conditions of Contract (SCC) shall take precedence. If there is any confusion regarding interpretation of these clauses of SCC, the decision of Engineer/DFCCIL shall be final and binding.*

- 1.1** (a) As per the provisions of Make in India policy 2017 local component should be min. 50% of the Contract value in totality. Contractor shall provide a undertaking of the same along with the supporting documents.
- (b) The amended provisions for public procurement circulated by Ministry of Finance (MoF) – Dept of Expenditure – Public procurement Division **OM No. F No. 6/18/2019 – PPD dated 23-07-2020** would be applicable in this tender also. The copy of the same is enclosed herewith for ready reference.

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F.No.6/18/2019-PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division

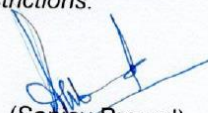
161, North Block,  
New Delhi  
23rd July, 2020

**Office Memorandum**

**Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017**

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

*Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.*

  
(Sanjay Prasad)  
Joint Secretary (PPD)  
Email ID: [js.pfc2.doe@gov.in](mailto:js.pfc2.doe@gov.in)  
Telephone: 011-23093882

To,  
(1) Secretaries of All Ministries/ Departments of Government of India  
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division

161, North Block,  
New Delhi  
23rd July, 2020

**Order (Public Procurement No. 1)**

**Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

Attention is invited to this office OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

**Requirement of registration**

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

**Transitional cases**

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
  - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
  - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
- a. to all Autonomous Bodies;
  - b. to public sector banks and public sector financial institutions; and
  - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
  - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
  - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

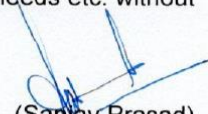
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.

  
(Sanjay Prasad)  
Joint Secretary (PPD)  
Email ID: [js.pfc2.doe@gov.in](mailto:js.pfc2.doe@gov.in)  
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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**Annex I: Competent Authority and Procedure for Registration**

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*.
- B. The Registration Committee shall have the following members\*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
  - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
  - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur\*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[\*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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**Annex II: Special Cases**

- A. Till 31<sup>st</sup> December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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**Annex III**

**Model Clause /Certificate to be inserted in tenders etc.**

*(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)*

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."*

Model Certificate for Tenders

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the*

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*Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”*

Model Certificate for Tenders for Works involving possibility of sub-contracting

*“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”*

Model Certificate for GeM:

*“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”*

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**PART-I**

**CHAPTER-V**

**SPECIALCONDITIONS OF CONTRACT**

**SPECIALCONDITIONS (SECTION-2)**

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

**2.0**

1. The pumps have already been installed in sump well at each RUB. The maintenance of pump is also included in the scope of work and will have to be carried out by the Contractor. However, the cost of parts replaced/repared and labour charges for repair will be paid extra by the DFCCIL on submission of proper invoice .
2. The operator/mechanic/wachman should also be provided Mobile Phone round the clock and the same to be intimated to DFCCIL. In the event of breakdown of DG the tenderor is liable to replace the DG immediately by other DG of same capacity in working condition. If the Tenderers fails to replace the DG of same capacity within 2 hours of breakdown in that case a penalty of Rs. 500 per hour upto 4 hours, afterwards Rs. 10,000 per day will be imposed and will be recovered from Contractor's bill.
3. After breakdown of DG if DG of same capacity is not available then in the intrest of urgent de-watering work the Contractor will have to arrange higher power DG for which nothing extra will be paid.
- 4.The Contractor must ensure availability of sufficient spares and consumables for timely maintenance.
- 5.All the related equipment must have all safety gadgets installed and in working condition.
- 6.Contractor is required to arrange for insurance cover for man and machinery at site .
- 7.Contractor has to ensure that the DG are in properly working condition 24x7.
- 8.In case Contractor do not mobiliz the equipment in time, the equipments fails to perform satisfactorly or do not maintain quality of work and neglect Engineer Incharge instructions, DFCCIL reserve the right to terminate the Contract at its sole discretion after issuing a 7 days notice to the Contractor.

9. Additional spares for consumables/sufficient length of pipe and suction pipe etc required for successful execution of dewatering work should be available at site.
10. A proper log book in prescribed format is required to be maintained by Contractor for each DG. The entries in log book should also be verified by DFCCIL officials deputed at site.
11. If any accident happened at work site due to slackness/inproper working by Contractor or his staff, a penalty as deemed fit by DFCCIL/local administration shall be imposed on the Contractor.
12. The DG installed at one location may also be used for more than one location as per requirement.
13. The requirement of installation of DG may vary from time-to-time and site-to-site as per requirement and the Contractor will have to provide the DG as per requirement.
14. The hiring charges of DG's are per month. The higher charges for more than 15 days in a month will be paid for full month and that less than 15 days will be paid for half month.
15. The Contractor will have to arrange extra DG in case of sudden requirement arises within a short notice of 12 hours.
16. The Normal area of working will be between Dadri in Uttarpradesh to Rewari in Haryana.
17. The Contractor shall have to maintain a logbook in approved format by DFCCIL for each DG/Tractor/Excavator etc. Extra payment shall be made for fuel consumed during dewatering period.
18. The consumption of each pump shall be considered least as per actual utilization/theoretical consumption detailed in manufacturer's specification at maximum output and no further request in this regard will be entertained.
19. For fuel consumption of proper record will be maintained by Contractor and the same will be submitted for payment duly verified by DFCCIL official deputed at site.
20. No variation in rates shall be considered.

### **2.1 Other Special Conditions**

- (a) The execution of items shall be carried out in accordance to relevant CPWD specifications (*amended upto date of opening of technical bid*). For the items which are not covered under CPWD specifications, the Technical Specifications provided in the Tender document/ B.I.S. Specifications shall have to be followed. The decision of Engineer/DFCCIL shall be final in this regard.
- (b) Wherever any reference is made to any Indian Standard, it shall be taken as reference to the latest edition with all amendments/revisions issued thereto upto the date of receipt of tenders.
- (c) Unless otherwise specified, the agreement rates for all items of work of the Schedule of Quantities are for all heights, depths, leads and lifts involved in the execution of work.

- (d) The contractor shall make his own arrangement of water required for the work.
- (e) Other agencies working at site will also simultaneously execute the work. The contractor shall offer necessary cooperation to other agencies wherever required.
- (f) On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials, etc. The contractor shall be bound to follow all such restrictions and adjust the programmes for execution of works accordingly.
- (g) The work shall be carried out in a manner complying in all respects with the requirements of any prevalent statutory laws enacted either by Central Govt. as well as State Govt./Local Authority.
- (h) Any rubbish generated during cleaning of sumps, roads and drains is to be removed from the site within 24hrs and shall be disposed off at designated place.
  - (i) Engineer/Supervisor/Operator shall carry mobile telephone(s) to enable the Engineer-in-Charge to have easy and quick communication. ***Nothing extra shall be paid to the contractor*** on this account and his ***quoted rates*** for various items under this contract will be ***inclusive of this obligation.***
- (j) The staff employed by the contractor should be well behaved and any complaint of misbehaviour shall be taken very seriously and such staff will have to be removed by the contractor immediately from the site.

## 2.2 Safety measures

All workers of contractor and associate agencies, in variably and at all the times, must follow all safety norms, adopt safeworking practices and use all required safety gadgets in their working.

## 2.3 Insurance:

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

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



## 2.4 SECURITY

2.4.1 Contractor shall take all measures and precautions relating to security of the dewatering site. He shall *barricade the dewatering site if required*/ through the barriers and ropes etc.

2.4.2. Any labour engaged by the contractor shall be in possession of photo ID card failing which they are liable to be disengaged from the work .

2.4.3. In case of any nuisance caused by activities attributed to contractors' staff, workmen and movement of vehicle, and reported to Engineer/DFCCIL, a suitable action will be taken by the Engineer/DFCCIL.

## 2.5 COMPLIANCE TO ENVIRONMENTAL LAWS

The contractor shall comply the directives of Hon'ble National Green Tribunal dated 04.12.2014 & 10.04.2015 and EIA Guidance Manual issued in February 2010, Guidelines issued by CAQM from time to time and Construction & Demolition Waste Management Rules, 2016. The compliance of the contractor shall not be limited to the following:

1. The contractor shall not store/ dump debris etc. on metalled road.
2. The contractor shall get prior approval from Engineer/DFCCIL for the area where the debris can be stored beyond them metalled road. This area shall not cause any obstruction to the free flow of traffic/ in convenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
3. The contractor shall provide PPE kits i.e helmet, mask, safety jacket, safety shoes/Gumboots etc. to every worker working at dewatering site .
4. The contractor shall provide first aid box at each dewatering site .
5. The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF Guidelines, 2010.
6. The contractor shall also comply the provisions of Graded Response Action Plan (GRAP) as issued from time to time by "Commission For Air Quality Management" In NCR and adjoining areas
7. The contractor shall carry out On-Road-Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
8. The contractor shall ensure that the DG sets comply emission norms notified by MoEF.
9. The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.

**2.6 Nothing extra shall be paid on the account of above Special Conditions as stated above in Section-2 of Part-I, Chapter-V**

2.7. Tenderers advised to visit the site before submitting their bid to access the actual working conditions and quote rate accordingly. *Nothing extra shall be payable on this account.*

**PART-I**  
**CHAPTER-V**  
**SPECIAL CONDITIONS OF CONTRACT**  
**ADDITIONAL SPECIAL CONDITIONS (SECTION-3)**

**GENERAL**

**3.0** Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently. However, the decision of Engineer/DFCCIL would be final & binding in this regard.

**Order of Priority of Documents:**

- (ii) Letter of Award
- (iii) Bill(s) of Quantities.
- (iv) Special Conditions of Contract.
- (d) Technical Specifications as given in tender documents.

**3.1 Emergency Work:**

In the event of any action or failure occurring in on or about the work or arising out of or in connection with the construction, completion or maintenance of the work which in the Engineer/DFCCIL opinion requires immediate attention, Engineer/DFCCIL may by its own workmen or other agency execute or partly execute the necessary work or carry out repairs if the Engineer/DFCCIL considers that the contractor is not in a position to do in time and to charge the cost thereof to the contractor as determined by the Engineer/DFCCIL.

**3.2 TOOLS AND PLANTS**

- (a) The bidder should arrange construction equipments required for the proper and timely execution of the work. Nothing extra shall be paid on this account.
- (b) No tools and plants including any special T&P etc. shall be supplied by the Department and the contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account.

**3.3 RESPONSIBILITY**

(a) The contractor shall keep himself fully informed of all acts and laws of the Central Government and State Governments of U.P. and Haryana, all local bye laws, ordinances, rules and regulations and all orders and decree of bodies or, tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the works. Contractor shall at all times, observe and comply with all such laws, ordinances, rules, regulations, orders and decrees, and shall give all notices and pay out of his own money any fees or charges to which he may be liable. He shall protect and indemnify the DFCCIL and its officers and employees against any claim or liability arising out of violations of any such law, ordinances, legislations, order or decree, whether by

himself or by his employees & authorized representatives. Nothing extra shall be payable on these accounts.

(b)The Contractor shall indemnify against all claims in respect of patent rights, royalties, design, trademarks of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the DFCCIL in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.

### **3.4 Specialized Agencies**

- (a) The tenderer must associate with himself, agencies of the appropriate eligibility to tender for each of specialized nature of items / work. Such works shall be got executed only through associated agencies specialized in these fields.
- (b) It shall be the responsibility of main contractor to sort out any dispute / litigation with the Specialized Agencies without any time & cost overrun to the DFCCIL. The main contractor shall be solely responsible for settling any dispute / litigation arising out of his agreement with the Specialized Agencies. The contractor shall ensure that the work shall not suffer on account of litigation/ dispute between him and the specialized agencies / sub- contractor(s). No claim of hindrance in the work shall be entertained from the Contractor on this account. No extension of time shall be granted and no claim what so ever, of any kind, shall be entertained from the Contractor on account of delay attributable to the selection/rejection of the Specialized Agencies.

### **3.5 RATES**

The rates quoted by the contractor are deemed to be inclusive of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.

**3.6** No foreign exchange shall be made available by the DFCCIL for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.

**3.7** All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working of plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts.

**3.8** For completing the work in time, the contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the contractor with them.

### **3.9 SAFETY PRACTICES**

- (a) Necessary protective and safety equipment shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor by the contractor at his own cost and to be used at site. No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules/instructions issued by the relevant authorities and as per the direction of Engineer in this regard. Also, all precautions and safety measures shall be taken by the contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.
- (b) DFCCIL, shall not be responsible for any claims for injuries to person/workmen or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or of any other of his representatives, in his employment during the execution of the work. The compensation, if any, shall be paid directly to the Department / authority / persons concerned, by the Contractor at his own cost.

### **3.10 JURISDICTION OF COURT**

Courts at Delhi/Noida alone shall have the jurisdiction to decide any dispute arising out of or in respect of this contract.

**PART-II**  
**CHAPTER-I**  
**MILESTONES AND TIME**  
**SCHEDULE**

**PART-II**

**CHAPTER - I**

**MILESTONES AND TIME SCHEDULE**

**1.1.1 Time Schedule:**

**1.1.1.1 Time of start and completion:**

The time allowed for execution of the works is **24(Twenty four Months)** from the date of issue of letter of acceptance from DFCCIL.

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

# **PART-II**

## **CHAPTER-II**

### **TENDER FORMS**

**TENDER FORMS**

**FORMNo. SUBJECT**

FormNo. 1A	Offer Letter
FormNo. 1B	Format for Certificate to Be Submitted / Uploaded by Tenderer AlongwithThe Tender Documents
Form No. 1C	Format for Certificate to be given by attorney/authorized signatory/each member of Partnership firm/Joint venture (JV) / HinduundividedFamily (HUF)/Limited Liability Partnership (LLP) etc.)
Form No. 1D	Format for Bid Security in the form of Bank Guarantee Bond from any Schedule Commercial Bank of India.
Form No. 2	Tenderers Credentials
Form No. 2A/2AA	Technical Eligibility Criteria Details
Form No. 2B	Financial Eligibility Criteria Details
Form No. 2C	Bid Capacity
Form No. 2D	Applicant's Party Information Form
Form No. 3	Summary of Prices
Form No. 4	Schedule of Prices and Total Prices
Form No. 5	Format of Contract Agreement
Form No. 6	Format of Bank Guarantee for performance security
Form No. 7	Standing indemnity bond for “On Account” payment
Form No. 7A	Indemnity Bond
Form No. 8	ECS / NEFT / RTGS Mandate form
Form No. 9	Draft Memorandum of understanding(MOU) for JV
Form No.10	Draft format for JV Agreement
Form No.11	Pro-forma letter of participation from each partner of JV
Form No.12	Format for Power of Attorney for authorized signatory of JV Partners
Form No.13	Format for Power of Attorney to lead partner of JV
Form No. 14	Proforma for Time Extension



Form No. 15	Certificate of Fitness
Form No. 16	Proforma of 7 days Notice for works as a Whole/In Parts
Form No. 17	Proforma of 48 Hours Notice for Whole Work
Form No. 17A	Proforma of 48 Hours Notice for Part of the Work
Form No. 18	Proforma of Termination Notice
Form No. 18A	Proforma of Termination Notice for Part of Work
Form No. 19	Pre-Contract Integrity Pact
Form No. 20	Final Supplementary Agreement
Form No. 21	Format of Bank Guarantee for Security Deposit
Form No. 22	Format for Power of Attorney for Authorized representative
Form No. 23	No deviation Certificate
Form No.24	Agreement Towards Waiver Under Section 12(5) and Section 31A (5) of Arbitration and conciliation Amendment Act.
Form No. 25	Certification by Arbitrator appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract.
Form No.26	Proforma of 14 days notice for offloading of part of contract
Form No.27	Notice for Part of Contract Work offloaded.

**OFFER LETTER**

**Tender No: CGM/DFCCIL/NOIDA UNIT/DEWATER/REJN-DERN/2024-25/01**

**Name of Work:** Dewatering in RUBs and cleaning of sump well, drains, road surface and other incidental works in Rewari-Dadri Section of Western Dedicated Freight Corridor under CGM/Noida Unit.

To,  
The Chief General Manager/Noida,  
DFCCIL

We, the undersigned, declare that:

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

6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses: \_\_\_\_\_

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

Signature of Tenderer(s)

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

Date \_\_\_\_\_

Address of the Tenderer(s)

\_\_\_\_\_

**FORM No. 1B**

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

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

**Tender No: CGM/DFCCIL/NOIDA UNIT/DEWATER/REJN-DERN/2024-25/01**

**Name of Work:** Dewatering in RUBs and cleaning of sump well, drains, road surface and other incidental works in Rewari-Dadri Section of Western Dedicated Freight Corridor under CGM/Noida Unit.

I..... (Name and designation)\*\* appointed as the attorney/authorized signatory of the tenderer,

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

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

- 6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways/DFCCIL or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the **certificate** submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead any other action provided in the contract including banning of business for a period of upto **two** year. Further, I/we (insert name of the tenderer)\*\*\_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the **certificate** submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto **two** year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE  
OF THE TENDERER

Place:

Dated:

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

**FORM No. 1C**

**(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.)**

I/We.....(Name), attorney/authorized signatory of the ----- (constituent firm/constituent partner) and member/partner of the .....(tendering firm) hereby solemnly affirm and state as under:

1. I/we certify that ..... (constituent firm/constituent partner) is/are not blacklisted or debarred by DFCCIL/Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/member of the partnership firm/LLP/JV/Society/Trust.
2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/we are not from such a country or, if from such a country, have been registered with the competent Authority. I/we hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

**SEAL AND SIGNATURE  
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER**

Place:  
Dated:

**Form No. 1D**

**(Bid Security)**

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

**Name of the Bank: -----**

President of India,

Acting through .....,

..... Railway,

Beneficiary: ..... Railway

Date:.....

**Bank Guarantee Bond No.:**

**Date:-----**

In consideration of the President of India acting through Dy. Chief Project Manager (hereinafter called "DFCCIL") having invited the bid for "Dewatering in RUBs and cleaning of sump well, drains, road surface and other incidental works in Rewari-Dadri Section of Western Dedicated Freight Corridor under CGM/Noida Unit. Through, Notice inviting tender (NIT) No. CGM/DFCCIL/NOIDA UNIT/DEWATER/REJN-DERN/2024-25/01. We have been informed that . . . . *[Insert name of the Bidder]*..... (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid").

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

**AND**

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

1. KNOW ALL MEN that by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally

and irrevocably guarantee to pay to the Railway full amount in the sum of ***[Insert required Value of Bid Security]*** as above stated.

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



IFSC CODE	UBIN0578002
IFSC TYPE	BRANCH
BANK NAME	UNION BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	GAUTAMBUDDHA NAGAR
ADDRESS	SECTOR-143, NOIDA BRANCH, GAUTAMBUDDHA NAGAR-201309
DISTRICT	GAUTAMBUDDHA NAGAR
STATE	UTTAR PRADESH
BG ENABLED	YES

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

Date .....

Place..... Bank's Seal and authorized signature(s)

*[Name in Block letters]* .....

*[Designation with Code]*

*No.]*.....

*[P/Attorney]* No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No.

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

**TENDERER'S CREDENTIALS**

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

FORM No. 2A

**TECHNICAL ELIGIBILITY CRITERIA DETAILS**

**Details of the similar works completed for Govt./ Semi-Govt./ PSU(as per Para 1.3.14.1 of Preamble and General Instructions to Tenderers)**

LOA/ Contract Agreement No. and date <b>Similar Contract No.</b>	
Description of Work Contract Identification	
Contract Amount as per LOA	
Final Executed Amount as per Completion Certificate.	
Date of completion as per LOA	
Actual Date of Completion Completiondate	
Whether the work was executed by Firm as single entity or as a Joint Venture or as a consortium.	
Percentage share of firm, if the work was executed as Joint Venture/Consortium	
Client Details: Name of Firm and Contact Person: Address: Mobile, Telephone, faxnumber: E-mail:	

- Note:**
1. If the tenderer has completed more than one work, the form shall be numbered as Form - 2A (i), Form 2A (ii) and Form 2A (iii) in support of its technical eligibility i.e. the detail of only those works is required to be submitted, based on which he is assumed to be qualified. Hence, the details of work submitted should not in any case, be more than three.
  2. The bidder shall attach Certified Completion Certificate for the works issued by the client with Form 2A above.
  3. Copy of Work Experience/Completion Certificate, LOA, work order, bill of quantities etc. and copy of final/last bill paid by client shall be enclosed to verify the information given in above Form.
  4. In case of JV, the bidder shall attach Certified completion certificates for each member of JV issued by the client as per Para 1.3.19.15.1 of Part-I Chapter-III of the Tender Document

**Signature of the  
Tenderer with Seal**

## FORM 2AA

## TECHNICAL ELIGIBILITY CRITERIA DETAILS

Details of the similar works completed for Public Listed Company (as per Para 1.3.14.1 of Preamble and General Instructions to Tenderers)

LOA/ Contract Agreement No. and date	
Description of Work	
Contract Amount as per LOA	
Final Executed Amount as per Completion Certificate.	
Date of completion as per LOA	
Actual Date of Completion	
Is average annual turnover of the Client Firm is Rs.500 Crore and above in last 3 financial years excluding the current financial year? (Enclose supporting documents)	
Is the Client Firm listed on BSE/NSE or any other Stock exchange in India or abroad or is the client subsidiary of such company? (Enclose supporting documents)	
Is the Client Firm incorporated/ registered at least 5 years prior to the date of opening of tender? (Enclose supporting documents)	
Client Details: Name of Firm and Contact Person: Address: Mobile, Telephone, faxnumber: E-mail:	

- Note:** 1. If the tenderer has completed more than one work, the form shall be numbered as Form - 2A (i), Form 2A (ii) and Form 2A (iii) in support of its technical eligibility i.e. the detail of only those works is required to be submitted, based on which he is assumed to be qualified. Hence, the details of work submitted should not in any case, be more than three.
2. The bidder shall attach Certified Completion Certificate for the works issued by the client with Form 2AA above
3. Copy of Work Experience/Completion Certificate, LOA, work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company to be enclosed to verify the information given in above Form.
4. In case of JV, the bidder shall attach Certified completion certificates for each member of JV issued by the client as per Para 1.3.19.15.1 of Part-I Chapter-III of the Tender Document.

**Signature of the Tenderer with Seal**

**FINANCIAL ELIGIBILITY CRITERIA DETAILS**

Each Bidder or each member of a JV must fill in this form separately:

NAME OF BIDDER/JV PARTNER:

<b>Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange Rate</b>	<b>Indian National Rupees Equivalent</b>
<b>Average Annual Contractual Turnover for last 3 years</b>			

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

**SEAL AND SIGNATURE OF THE BIDDER**

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor’s reports. \_\_\_\_\_

**Sign and Seal of the Chartered Accountant/Auditors**  
**ICAI Registration No. UDIN No. of the certificate issued as above.**

**BID CAPACITY**

**Name of the Work:** Dewatering in RUBs and cleaning of sump well, drains, road surface and other incidental works in Rewari-Dadri Section of Western Dedicated Freight Corridor under CGM/Noida Unit.

**NIT No:** CGM/DFCCIL/NOIDA UNIT/ PREFAB SHELTER/REJN-DERN/2023-24/07

**NOT APPLICABLE**

**APPLICANT'S PARTY INFORMATION FORM**

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

Note: 1. Attach supporting documents as mentioned in para 1.3.16 of Part-I, Chapter-III of Tender Document for Item no. 2.

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

Signature of the tenderer with seal

SUMMARY OF PRICES		
<b>Name of Work:</b> Dewatering in RUBs and cleaning of sump well, drains, road surface and other incidental works in Rewari-Dadri Section of Western Dedicated Freight Corridor under CGM/Noida Unit.		
S. No	DESCRIPTION OF SCHEDULES	AMOUNT COST (in Rs.)
I	<b>SCHEDULE-A (NON SCHEDULE ITEMS) Incl. GST @ 18%</b>	1,63,19,899.24

**Notes:**

- (1) This proforma is just for information and perusal. However, the rates are to be filled in Online mode in Financial Bid "Packet-B" at E-Procurement Portal of IREPS.
- (2) The quantities shown in above Bill of quantities are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The DFCCIL reserves the right to increase/decrease and/or delete or include any of the items / quantities given above and no extra rate will be allowed on this account.
- (3) All efforts have been made to make the document/BOQ complete in all respect for successful commissioning of the works, however, if any minor item has not been specifically mentioned or being omitted, the same shall be executed without any extra cost by the agency, so as to ensure successful and satisfactory commissioning of the item / work. In this regard, decision of Engineer/DFCCIL shall be final & binding.



## **(Schedule of Prices and Total Prices)**

**Name of Work:** Dewatering in RUBs and cleaning of sump well, drains, road surface and other incidental works in Rewari-Dadri Section of Western Dedicated Freight Corridor under CGM/Noida Unit.

## BOQ

**Dewatering work in RUBs and cleaning of sump well, drains , road surface and other incidental works in Rewari –Dadri section of western dedicated freight corridor under CGM/Noida Unit**

S.NO	Description of item	unit	rate	qty	amount
1	<b>NS/1-</b> Hiring , operating and maintaining of diesel generator of 25 KVA for dewatering of accumulated water in road under bridges, including sufficient length of cable, all labour, material, watchmen/guard for security of DG Set, operator for 24x7, T&P,C&P (except diesel), making connection of DG Set with pump ,maintenance of Pumps, loading and unloading of DG Sets to and from site etc. complete	Per month	115839.50	12	1390074.00
2	<b>NS/2-</b> Hiring , operating and maintaining of diesel generator of 62.5 KVA for dewatering of accumulated water in road under bridges, including sufficient length of cable, all labour, material, watchmen/guard for security of DG Set, operator for 24x7, T&P,C&P (except diesel), making connection of DG Set with pump ,maintenance of Pumps, loading and unloading of DG Sets to and from site etc. complete	Per month	122739.50	30	3682185.00
3	<b>NS/3-</b> Hiring , operating and maintaining of diesel generator of 82.5 KVA for dewatering of accumulated water in road under bridges, including sufficient length of cable, all labour, material,	Per month	127339.50	30	3820185.00

	watchmen/guard for security of DG Set, operator for 24x7, T&P,C&P (except diesel), making connection of DG Set with pump ,maintenance of Pumps, loading and unloading of DG Sets to and from site etc. complete				
4	<b>NS/4-</b> Hiring , operating and maintaining of diesel generator of 125 KVA for dewatering of accumulated water in road under bridges, including sufficient length of cable, all labour, material, watchmen/guard for security of DG Set, operator for 24x7, T&P,C&P (except diesel), making connection of DG Set with pump ,maintenance of Pumps, loading and unloading of DG Sets to and from site etc. complete	Per month	131939.50	12	1583274.00
5	<b>NS/5-</b> Hire charges for tractor with trolley including cost of services of operating staff, cost of lubricating oil, diesel/petrol/K. oil, other consumable for running the plant/machinery and excluding GST (considering 8hrs shift as one day)	Per day	1350	120	162000.00
6	<b>NS/6-</b> Hire charges for hydraulic excavator including cost of services of operating staff, cost of lubricating oil, diesel/petrol/K. oil, other consumable for running the plant/machinery and excluding GST	Per hour	900	200	180000.00

6	NS/7-Hiring of un skilled labour for cleaning of sump, drain, road and other incidental works as and when required as per site condition (considering 8hrs shift as one day)	Per day	736	400	294400.00
<b>TOTAL (A) Rs.1,11,12,118.00</b>					
7	NS/8-Extra for diesel consumption over item NS-1, NS-2 NS-3& NS-4	Per Litre	88.00	36450	3207600.00
<b>TOTAL(B)--Rs.32,07,600.00</b>					
Add GST @18% on( A) i.e					(C) =RS.20,00,181.24
<b>Grand total (A+B+C ) Rs.</b>					<b>1,63,19,899.24</b>

**Explanatory Notes for BOQ:**

- 1) This proforma is just for information and perusal. However, the rates are to be filled in Online mode in Financial Bid "Packet-B" at E-Procurement Portal of IREPS.
- 2) The quantities shown in above Bill of quantities are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The DFCCIL reserves the right to increase/decrease and/or delete or include any of the items / quantities given above and no extra rate will be allowed on this account.
- 3) The rate of diesel is indicative , and will be paid as per actual prevailing rate, on the submission of original invoice of filling station.
- 4) The consumption of diesel per hour for each DG will be paid on the basis of actual consumption or consumption as per manufacturer's specification whichever is less .
- 5) All efforts have been made to make the document/BOQ complete in all respect for successful commissioning of the works, however, if any minor item has not been specifically mentioned or being omitted, the same shall be executed without any extra cost by the agency, so as to ensure successful and satisfactory commissioning of the item / work. In this regard, decision of Engineer/DFCCIL shall be final & binding.

FORM No. 5

**SAMPLE  
A G R E E M E N T  
C O N T R A C T A G R E E M E N T**

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

THIS AGREEMENT (“Agreement”) is made at Noida on the \_\_\_ day of BETWEEN Dedicated Freight Corridor Corporation of India Limited (a Govt. of India Enterprise under Ministry of Railways) and a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 5th Floor, Supreme Court Metro Station Complex, New Delhi, India – 110001, represented through its Chief General Manager (*herein after referred to as “DFCCIL” which expression shall, unless repugnant to the context, be deemed to include its successors and assigns and called ‘the Employer’*) as one part and \_\_\_\_\_ a company / corporation / JV incorporated under the laws of -----having its principal place of business at-----(*herein after called “the Contractor”*) as other part.

WHEREAS the Contractor has agreed with the DFCCIL for performance of the works \_\_\_\_\_ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of \_\_\_\_\_ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of \_\_\_\_\_ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

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

For and on behalf of the Contractor

For and on Behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the Official

Stamp/ Seal of the Contractor

Stamp/Seal of Employer

**SIGNED, SEALED AND DELIVERED**

By the said

Name

\_\_\_\_\_

On behalf of the Contractor in the presence of

Witness \_\_\_\_\_  
Name \_\_\_\_\_

Address \_\_\_\_\_

By the said

Name

\_\_\_\_\_

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

3. Other enclosures -

**Format of Bank Guarantee for Performance Security**

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

Bank Guarantee no..... Dated.....

To,  
Chief Project Manager,  
DFCCIL / Noida Unit  
Sector-145, Noida-201306, U.P

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**Notwithstanding anything to the contrary contained hereinbefore:**

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

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

Bank seal

Signature of Bank Authorize Official with seal

Name.....

Designation:

Address:

Witness:

1. Name: .....

Designation:

Address:

2. Name: .....

Designation:

Address:

**SAMPLE**

**STANDING INDEMNITY BOND FOR “ON ACCOUNT” PAYMENTS**

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

We, M/s \_\_\_\_\_ here by undertake that we hold a four stores Depot/s at \_\_\_\_\_ for and on behalf of the Managing Director/ DFCCIL acting in the premises through the Chief Project Manager / DFCCIL/Noida or his successor (herein after referred to as “The Employer”) all materials for which “OnAccount” payments have been made to us against the Contract for ( \_\_\_\_\_ ) on the section \_\_\_\_\_ DFCCIL also referred to as Group/s \_\_\_\_\_ vide letter of Acceptance of Tender \_\_\_\_\_ dated \_\_\_\_\_ and material handed over to us by the employer for the purpose of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him.

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

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

Dated this day \_\_\_\_ of \_\_\_\_

for and on behalf of

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

Signature of witness

Name of witness in Block letter.

Address.

**INDEMNITY BOND**

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

**This deed of Indemnity Bond is made at NOIDA, on this    day of   , we,   .....through its Authorized Signatory (hereinafter called ‘Contractor) AND M/s DFCCIL, Sector-145, Noida, District Gautam Budh Nagar, U.P., (Hereinafter called ‘Client’).**

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

IN WITNESS WHERE OF the Contractor has executed this Bond of Indemnity at Noida, on this..... of .....

For and on Behalf of Authorized Signatory

For and on Behalf of Authorized Signatory

Signature of Witness-1

Signature of Witness-2

Name of Witness-1

Name of Witness-2

(in Block Letter)

(In Block Letter)

Address-1

Address-2

FORM No. 8

## ECS / NEFT / RTGS

## MANDATE FORM

To,  
 Chief General Manager  
 DFCCIL/ NOIDA UNIT  
 Sub : ECS / NEFT / RTGS payments

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

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

Confirmed by Bank signature of tenderer With stamp and address

Enclose a copy of crossed cheque.

**DRAFT MEMORANDUM OF UNDERSTANDING (MOU) For  
JOINT VENTURE PARTICIPATION  
BETWEEN**

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

M/s.....having its registered office at.....(*herein after referred to as*  
.....) acting as the Lead Partner of the first part,

**and**

M/s.....having its registered office at.....(*herein after referred to as*  
'.....') in the capacity of a Joint Partner of the other part.

**and**

M/s.....having its registered office at.....(*herein after referred to as*  
'.....') in the capacity of a Joint Partner of the other part.

The expressions of.....and.....shall wherever the context admits, mean and include the  
irrespective legal representatives, successors-in-interest and assigns and shall collectively be referred to  
as “the Parties” and individual lyas “the Party”

**WHEREAS:**

Dedicated Freight Corridor Corporation of India Limited (DFCCIL) [herein after referred to as “Client”]  
has invited bids for ... “[Insert name of work] .....”

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The following documents shall be deemed to form and be read and construed as an integral part of  
this MOU.
  - (i) Notice for Bid, and
  - (ii) Bidding document
  - (iii) Any Addendum/ Corrigendum issued by Dedicated Freight Corridor Corporation of India  
Limited
  - (iv) The bid submitted on our behalf jointly by the Lead Partner.

2. The 'Parties' have studied the documents and have agreed to participate in submitting a 'bid' jointly.
3. M/s.....shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Client. For the purpose of submission of bid proposals, the parties agree to nominate.....as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. However M/s.....shall not submit any such proposals, clarifications or commitments be for esecuring the written clearance of the other partner which shall be expeditiously given by M/s.....to M/s.....
4. The 'Parties' have resolved that the distribution of responsibilities and their proportion at share in the Joint Venture is as under:
  - (a) Lead Partner;
    - (i) .....
    - (ii).....
    - (iii) .....
  - (b) Joint Venture Partner
    - (i) .....
    - (ii).....
    - (iii) .....

[Similar details tobegiven for eachpartner]

**5. JOINT AND SEVERAL RESPONSIBILITY**

The Parties undertake that they shall be jointly and severally liable to the Client in the discharge of all the obligations and liabilities as per the contract with the Client and for the performance of contract awarded to their JV.

**6. ASSIGNMENT AND THIRD PARTIES**

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or in directly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party.

**7. EXECUTIVE AUTHORITY**

The said Joint Venture through its authorized representative shall receive instructions, payments from the Client. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

**8. BID SECURITIES**

Till the award of the work, JV firm/Lead Partner of JV firm shall furnish Bid Security to the Client on behalf of the joint venture which shall be legally binding on all the members of the Joint Venture.

**9. BID SUBMISSION**

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Client for the Project. Common expenses shall be shared by all the parties in the ratio of their actual participation.

**10. INDEMNITY**

Each party here to agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

11. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

**12. DOCUMENTS & CONFIDENTIALITY**

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

**13. ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be Delhi.

**14. VALIDITY**

This Agreement shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

- a. The bid submitted by the Joint Venture is declared unsuccessful, or
- b. Cancellation/ shelving of the Project by the client for any reasons prior to award of work
- c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Client.

15. This MOU is drawn in... number of copies with equal legal strength and status. One copy is held by M/s.....and the other by M/s.....& .....M/s.....and a copy submitted with the proposal.

16. This MOU shall be construed under the laws of India.

**17. NOTICES**

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Lead Partner

Other Partner(s)

.....

.....

(Name & Address)

(Name & Address)

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first before written.

M/s.....

M/s.....

.....

.....

(Seal)

(Seal)

Witness

1.....(Name& Address)

2.....(Name& Address)

**Notes:** (1) In case of existing joint venture, the certified copy of JV agreement maybe furnished.



**DRAFT FORMAT OF JOINT VENTURE AGREEMENT**

To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and to be registered with appropriate authority under Registration Act.

The JV agreement shall be structured generally as per contents list given below:

**A. CONDITIONS AND TERMS OF JV AGREEMENT**

1. Definitions and Interpretation
2. Joint Venture—Include Equity of members, transferability of shareholding of equity of a partner leaving during the subsistence of the contract.
3. Proposal Submission
4. Performance— To indicate scope of responsibility of each member
5. Language and Law
6. Exclusively
7. Executive Authority
8. Documents
9. Personnel
10. Assignment and Third Parties
11. Severability
12. Member in Default
13. Duration of the Agreement
14. Liability and sharing of risks
15. Insurance
16. Sharing of Promotion and Project Costs, Profits, Losses and Remuneration
17. Financial Administration and Accounting
18. Guarantees and Bonds
19. Arbitration
20. Notices
21. Sole Agreement and Variation

**B. SCHEDULES**

1. Project and Agreement Particulars
2. Financial Administration Services
3. Allocation of the obligations
4. Financial Policy and Remuneration

\*\*\*\*\*

**PRO-FORMA LETTER OF PARTICIPATION FROM EACH PARTNER OF JOINT VENTURE(JV)**

*(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and to be registered with appropriate authority under Registration Act.)*

No....

Dated

From:

.....  
.....

To,  
The Chief General Manager/Noida Unit,  
**Dedicated Freight Corridor Corporation of India Limited**  
Sector-145, Noida-201306, U.P.

Gentlemen,  
Dewatering in RUBs and cleaning of sump well, drains, road surface and other incidental works in  
Rewari-Dadri Section of Western Dedicated Freight Corridor under CGM/Noida Unit..

Ref: Your notice for Invitation for Tender No. **CGM/DFCCIL/NOIDA UNIT/DEWATER/REJN-DERN/2024-25/01**.

We wish to confirm that our company/ firm has formed a Joint Venture with (i).....& (ii) ..... For the purposes associated with IFB referred to above.

*(Members who are not the lead partner of the JV should add the following paragraph) \**

2. 'The JV is led by...whom we hereby authorise to act on our behalf for the purposes of submission of Bid for.....and authorise to incur liabilities and receive instructions for and on behalf of any and all the partners or constituents of the Joint Venture.'

OR

*(Member (s) being the lead member of the group should add the following paragraph) \**

2. 'In this group we act as leader and, for the purposes of applying for Bid, represent the Joint Venture:
3. In the event of our JV being awarded the contract, we agree to be jointly with i) &ii).....(names of other member so four JV) and severally liable to the Dedicated Freight Corridor Corporation of India Limited, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between

Dedicated Freight Corridor Corporation of India Limited andour JV.

4. **\*I/We, further agree that entire execution of the contract shall be carried out exclusively through the lead partner.**

Yours faithfully,  
(Signature)

(Name of Signatory) .....

(Capacity of Signatory) .....

**Company Seal** \* Delete as applicable

Note: In case of existing joint venture, the certified copy of JV agreement may be furnished.

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY  
OF JOINT VENTURE(JV)PARTNERS**

**POWEROFATTORNEY\***

*(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)*

Know all men by these presents, we ... do hereby constitute, appoint and authorise Mr/Ms.....who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf,all such acts,deeds and things necessary in connection with or incidental to our bid for theworkof..... Including signing and submission of all documents and providing information / responses to Dedicated Freight Corridor Corporation of India Limited, representing us in all matters, dealing with Dedicated Freight Corridor Corporation of India Limited in all matters in connection with our bid for the said project.

We hereby agree to ractify all acts, deeds and things lawfully done your said attorney pursuant to this Power of Attorney and that all acts, deeds and things done your aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the.....day of.....

**(Signature of authorised Signatory)**

**Signature of Lead Partner**

**Signature of JV Partner(s)**

.....

.....

**(Signature and Name in Block letters of Signatory)**

**Seal of Company**

Witness

Witness 1: Name:

Witness 2: Name:

Address: Occupation:

Address: Occupation:

*\*Notes:*

- i) To be executed by all the partners jointly, in case of a Joint Venture.

**FORMAT FOR POWER OF ATTORNEY TO LEAD  
PARTNER OF JOINT VENTURE(JV)**

*(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)*

**POWER OF ATTORNEY\***

Whereas Dedicated Freight Corridor Corporation of India Limited has invited Bids for the work of “Dewatering in RUBs and cleaning of sump well, drains, road surface and other incidental works in Rewari-Dadri Section of Western Dedicated Freight Corridor under CGM/Noida Unit.

Whereas, the members of the Joint Venture comprising of M/s....., M/s....., M/s. ...., and M/s..... are interested in submission of bid for the work of “Dewatering in RUBs and cleaning of sump well, drains, road surface and other incidental works in Rewari-Dadri Section of Western Dedicated Freight Corridor under CGM/Noida Unit in accordance with the terms and conditions contained in the bidding documents.

Whereas, it is necessary for the members of the Joint Venture to designate one of them as the Lead Partner, with all necessary power and authority to do, for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the project, as may be necessary in connection the Joint Venture's bid for the project.

NOW THIS POWER OF ATTORNEY WITNESS THAT:

We, M/s....., hereby designate M/s....., being one of the partners of the Joint Venture, as the lead partner of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's bid for the contract, including submission of bid, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Joint Venture in all its dealings with the Railway / DFCCIL or any other Government Agency or any person, in connection with the Bid/ contract for the said work until culmination of the process of bidding till the contract agreement if successful, is entered into with the Dedicated Freight Corridor Corporation of India Limited and there after till the expiry of the contract agreement.

*\*To be executed by all the members of the JV except the lead member. The mode of execution of the Power of*

*Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

Wehere by a greet or atify all acts, deeds and things lawfully done by lead member, our said attorney, pursuant to this power of attorney and at all acts deeds and things done your aforesaid attorney shall and shall always be deemed to have been done by us/Joint Venture.

Dated this the..... Day of.....

.....

(Signature)

.....

(Name in Block letters of Executants)

Seal of

Company

<b>Witness 1</b>	
Name:	
Address:	
Occupation:	
<b>Witness 2</b>	
Name:	
Address:	
Occupation:	

**PROFORMA FOR TIME EXTENSION**

No. \_\_\_\_\_ Dated: \_\_\_\_\_

Sub: (i) \_\_\_\_\_ (name of work).  
(ii) Acceptance letter no. \_\_\_\_\_  
(iii) Understanding/Agreement no. \_\_\_\_\_

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

Dear Sir,

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

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

**CERTIFICATE OF FITNESS**

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

- 6. Physical fitness \_\_\_\_\_
- 7. Identification marks \_\_\_\_\_
- 8. Date of birth, if available, and/or certified age \_\_\_\_\_

I certify that I have personally examined (name) \_\_\_\_\_ who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is \_\_\_\_\_ years.

I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.

- 9. Reasons for:  
(a) refusal to grant certificate, or \_\_\_\_\_  
(b) revoking the Certificate \_\_\_\_\_

Signature or Left Hand  
Thumb Impression of the person Examined

Signature of Certifying Surgeon

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



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

**(DETAILS OF PART OF WORK TO BE MENTIONED)**

**DFCCIL**  
(Without Prejudice)

To  
M/s \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer  
Name of the Official:-

Stamp/Seal of the Employer

FORM No. 17

Reference Para 62(1)

Registered Acknowledgement Due

**PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK**  
**\_\_\_\_\_ DFCCIL**

(Without Prejudice)

To

M/s \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

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

Kindly acknowledge receipt.

Yours faithfully

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

FORM No. 17 A

Reference Para 62.(1)

Registered Acknowledgement Due

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

**(DETAILS OF PART OF WORK TO BE MENTIONED)**

**DFCCIL**  
(Without Prejudice)

To

M/s \_\_\_\_\_

\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

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

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

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

4. The contract value of part terminated contract shall stands reduced to \_\_\_\_\_

Kindly acknowledge receipt.

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

**PROFORMA OF TERMINATION NOTICE**

**DFCCIL**  
(Without Prejudice)

No. \_\_\_\_\_ Dated \_\_\_\_\_

To  
M/s \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

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

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

Kindly acknowledge receipt.

Yours faithfully

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

**FORM No. 18A**

Reference Para 62(1)  
Registered Acknowledgement Due

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

DFCCIL  
(Without Prejudice)

No. \_\_\_\_\_

Dated \_\_\_\_\_

To

M/s \_\_\_\_\_

\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

1. Forty-eight hours (48 hrs.) notice was given to you under this office letter of even no., dated \_\_\_\_\_; but you have taken no action to commence the work/show adequate progress of the part of work..... (details of part to be mentioned).
2. Your above part of work in contract ..... (details of part to be mentioned) stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract stands reduced to ..... Kindly acknowledge receipt.

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

**PRE-CONTRACT INTIGRITY PACT**

*(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)*

**GENERAL:**

This pre-bid contract Agreement (*hereinafter called the Integrity Pact*) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2020, between, on one hand, the DFCCIL acting through Shri \_\_\_\_\_ Designation of the officer, (*hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns*) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer (*herein after called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns*) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

**Commitments of the CLIENT:**

- 1.0 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or

through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].

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

**3.0 Commitments of BIDDERS:**

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

- 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
- 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavour to any person in relation to the [B] or any other [B] with the Government.
- 3.3\* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.

- 3.4\* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation:
- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of filling of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.



3.14 The person signing IP shall not approach the courts while representing the matter to IEMs and he/she will await their decision in the manner.

#### **4.0 Previous Transaction:**

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

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

#### **5.0 Securities/Guarantees:**

5.1 The Bid Security (also called Earnest Money), Security Deposit (also called Retention Money) and Performance Guarantee (also called PBG) shall be as per the provisions of Bid Document:

#### **6.0 Sanctions for violations:**

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDERS 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 the [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A], in order to recover the payments, already made by the CLIENT, along with interest.

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

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

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

## **7.0 Fall Clause:**

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

## **8.0 Independent Monitors:**

8.1 The CLIENT has appointed independent Monitors (*hereinafter referred to as Monitors*) for this Pact in Consultant with the Central Vigilance Commission

**(The details of Independent External Monitors (IEMs) in DFCCIL is provided in the annexure-I).**

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

#### **9.0 Facilitation of Investigation:**

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

#### **10.0 Law and Place of Jurisdiction:**

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

**11.0 Other Legal Actions:**

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

**12.0 Validity:**

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

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

12.3 The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

CLIENT:

Name of the Officer

Designation

Deptt./Ministry/PSU

Witness:

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

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

BIDDER:

CHIEF EXECUTIVE OFFICER

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.

**Annexure-I**

**Independent External Monitors of DFCCIL**

1. Shri. V. Kannan, Ex- CMD, Vijaya Bank,  
Address: TA-1, Krishna Regency, Third  
Floor , Tata Silk Farm, K R Road  
Basavanagudi, Bangalore-4  
Mobile No. 08105305555  
(email: [Kannan.venkata@gmail.com](mailto:Kannan.venkata@gmail.com))
  
2. Ms. Rashmi Verma, IAS  
(Retd.) Address D-87  
Ground Floor,  
Panchsheel Enclave,  
New Delhi-110017  
Mobile No. 9810735544  
(email: [verma.rashmi@rediffmail.com](mailto:verma.rashmi@rediffmail.com))

**FINAL SUPPLEMENTARY AGREEMENT**

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

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

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

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

**Or**

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

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

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

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

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

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

Signature of the Contractor/s

For and on behalf of the DFCCIL  
Witnesses

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

**Form No.- 21**

**Format of Bank Guarantee for Security Deposit**

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

Bank Guarantee no..... Dated.....

To,  
Chief Project Manager,  
DFCCIL/Noida Unit  
Sector-145, Noida-201306, U.P

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**Notwithstanding anything to the contrary contained hereinbefore:**

- iv) Our liability under this Bank Guarantee shall not exceed and restricted to Rs.....(*Rs. in words*).

- v) This Bank Guarantee shall be valid up to ....., unless extended on demand by Employer.
- vi) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before.....

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

Bank seal

Signature of Authorized Official of Bank with seal

Name.....

Designation:

Address:

Witness:

3. Name: .....

Designation:

Address:

4. Name: .....

Designation:

Address:

**Format for Power of Attorney for Authorized representative**

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

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

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

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

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

*[Name]*

*[Designation]*

Witnesses:

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

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

Accepted

*[Signature]*

*[Name]*

*[Designation] [Address]*

**Notes:**

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

**NO DEVIATION CERTIFICATE**

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

-----  
To,

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

Dear Sir,

**Sub: No Deviation Certificate.**

Ref:1) NIT/ Tender Specification No:.....,

2) All other pertinent issues till date

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

We also hereby confirm that we haven either set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/ Tender Specification.

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

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

Thanking you,

Yours faithfully,

(Signature,date & seal of authorized

Representative of the bidder)

**Agreement towards Waiver under Section 12(5) and Section 31A (5)**

**of Arbitration and Conciliation (Amendment) Act**

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

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

Brief of claim:

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

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

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

Signature of Claimant\_\_\_\_\_ Signature of Respondent

\_\_\_\_\_

**Agreement under Section 31(5)**

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

Signature of Claimant\_\_\_\_\_ Signature of Respondent\_\_\_\_\_

\*Strike out whichever not applicable.

**Certification by Arbitrators appointed under Clause 63 & 64  
of Indian Railways General Conditions of Contract**

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

Or

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

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

Or

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

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

Or

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

Form No.26

(Reference Clause 40(A)  
Registered Acknowledgement Due

**PROFORMA OF 14 DAYS NOTICE FOR OFFLOADING OF PART OF CONTRACT  
WORK \_\_\_\_\_ DFCCIL**

(Without Prejudice)

To

M/s \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. \_\_\_\_\_, dated \_\_\_\_\_; you have failed to show adequate progress of work so as to complete the contract within the original / extended date of completion of contract and part(s) of contract work are yet to be started/ still lagging behind the agreed program of work, listed as under:

*(Details of part(s) of work which is delayed and can be executed independently, to be mentioned).*

2. Your attention is invited to this office/Chief Engineer's office letter no. \_\_\_\_\_, dated \_\_\_\_\_ in reference to your representation, dated \_\_\_\_\_.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work, you are hereby given 14 days' notice in accordance with Clause 40A of the Standard General Conditions of Contract to deploy adequate resources i.e. (the details of resource requirement, to be mentioned) and commence / to make good the progress for part(s) of works detailed above, failing which action as provided in Clause 40A of the Standard General Conditions of Contract shall be commenced after expiry of 14 days' notice period viz. to offload few/ all part(s) of work mentioned above to any of the existing or new contractor without your participation and at your Risk & Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.

Kindly acknowledge receipt.

Yours faithfully



**Form-27**

(Reference Clause 40(A))

Registered Acknowledgement Due

**NOTICE FOR PART OF CONTRACT WORK OFFLOADED \_\_\_\_\_ DFCCIL**

(Without Prejudice)

To

M/s \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

1. Fourteen days' notice under Clause 40A of the Standard General Conditions of Contract was given to you under this office letter of even no., dated \_\_\_\_\_; but you have taken no/inadequate action to deploy adequate resources to commence the part(s) of work/show adequate progress of the part(s) of work, mentioned therein.

As you have failed to abide by the instructions issued to commence the part(s) of work/show adequate progress of the part(s) of work even at the lapse of 14 days' notice period under Clause 40A of the Standard General Conditions of Contract, few part(s) of the work under the contract have been offloaded and being executed by other mode(s) at the cost detailed below:

Or,

1. Please refer your request letter no..... dated ....., wherein it was requested under clause 40 A of the Standard General Conditions of Contract to offload part(s) of works at your risk & cost. The details of part(s) of the work under the contract which have been offloaded and being executed by other mode(s) at the cost detailed below:

(List of Part(s) of work offloaded, Details of mode of execution of such offloaded work alongwith approximate cost thereof to be mentioned)

2. The final measurement of work(s) already executed for above part(s) of work recorded as per clause 45 (A) or/and 45 (B) of the Standard General Conditions of Contract is enclosed herewith.

3. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.

4. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs. \_\_\_\_\_, over& above the cost of execution under this contract (including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.

5. The Contract value gets reduced to Rs.....:

6. You are requested to continue with the balance work in the contract subsequent to offloading of above part(s) of work.

Kindly acknowledge receipt.

Yours faithfully

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