



Tender No: DFC-DDU-EN-BAL-DGON-KTQNR

Name of Work: Supply and Transportation of 50mm gauge machine crushed track ballast conforming to RDSO Specification IRS-GE-1 June 2016 (as updated) for BG Railway Track from Japla or other Siding to DFCCIL track in between DGON-KTQN Station under DFC/DDU section of EDFC.

**Single Packet
OPEN E-TENDER**

**TENDER DOCUMENT
(NOT TRANSFERABLE)**

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

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

PART-I

NOTICE INVITING TENDER

NOTICE INVITING TENDER (NIT)

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

S.N.	E-Tender No.	DFC-DDU-EN-BAL-DGON-KTQNR
1	Name of Work	Supply and Transportation of 50mm gauge machine crushed track ballast conforming to RDSO Specification IRS-GE-1 June 2016 (as updated) for BG Railway Track from Japla or other Siding to DFCCIL track in between DGON-KTQN Station under DFC/DDU section of EDFC.
2	Estimated Cost of Work	₹2,24,11,895/- (Rupees Two Crore Twenty Four Lakh Eleven Thousand Eight Hundred Ninety Five Only) including 5% of GST
3	Completion Period	06 Months
4	Tender Fee	₹11,800/- to be paid online through payment gateway provided at www.ireps.gov.in
5	Earnest Money	₹2,65,100/- (Rupees Two Lakh Sixty Five Thousand One Hundred Only) to be paid online through payment gateway provided at www.ireps.gov.in .
6	Availability of Bid documents	From 27.11.2024 on www.ireps.gov.in
7	Download bid documents up to	From 27.11.2024 upto 15Hrs. of 11.12.2024 on www.ireps.gov.in
8	Last date & time of online receipt of bid	Bidding will be started from 27.11.2024 upto 15:00 Hrs. of 11.12.2024 on www.ireps.gov.in
9	Date and time of Online opening of bid	15.30 Hrs. of 11.12.2024 on www.ireps.gov.in
10	Validity of offer	120 Days from the date of opening of tender.
11	Security Deposit	5% of Contract value
12	Performance Bank Guarantee	Performance Guarantee (PG) have to be submitted within 21 (twenty-one) days from the date of issue of Letter of Acceptance (LOA), amounting to Five percent (5%) of the contract value in the form as given in clause 16.4 of GCC.
13	Defect Liability Period	03 Months
14	Address of Communication	Office of the Chief General Manager, Dedicated Freight Corridor Corporation of India Ltd. Manas Nagar Railway Colony, Near RPF Post, Pt. Deen Dayal Upadhyay, Post Office: Alinagar, Chandauli-232100, Uttar Pradesh. Website: https://dfccil.com

15	Help Desk for E-Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature, contact at Help desk of www.ireps.gov.in and phone No.-011-23761525
16	Availability of Tender Documents	The Tender documents can be downloaded from www.ireps.gov.in Tenderer who wishes to view free Notification and Tender Documents can visit www.ireps.gov.in DFCCIL may issue Addendum (s)/Corrigendum (s) to the Tender document, if any, which shall be issued at least 15 days in advance of date of opening of tender and placed on the website www.ireps.gov.in only.

Note-1. Tender documents should be downloaded from the website address www.ireps.gov.in. Payment of Tender Document fee in respect of e-tendering, should accept through net banking or payment gateway only. The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. Any tender received without Bid Security or cost of tender documents in the form as specified in the tender documents shall not be considered and shall be summarily rejected.

2. Eligibility shall be assessed on applicants, fulfilling the technical capability and competence as well as for financial and organizational resources as specified in clause no. 10 of part III of Preamble & General Instruction to tenders.
3. The Offer shall be valid **for 120 days** from the date of opening of the tender, and extended further if required from time to time. The Contractor cannot withdraw their offer within the period of validity/extended validity The Bid Security of such tenderers shall be forfeited.
4. Notice Inviting Tender (NIT), Tender Document and Corrigendum/ Addendum if any, will be posted on the E Tendering website www.ireps.gov.in. Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted. No request for extension of the Tender Due Date shall be considered.
5. The tender documents shall be submitted in online mode only through website www.ireps.gov.in. Detailed credential as per the requirement of eligibility criteria and all Schedule are to be submitted in online mode.
6. No tender document will be available offline. Downloading tender documents online and submission of tender online is mandatory for this tender.
7. Any further addendum/Corrigendum for this tender will be posted in DFCCIL tendering portal website <https://www.ireps.gov.in> only. Interested bidders are advised to check website regularly for any Addendum/ Corrigendum.
8. 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.

9. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them, subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 8 of Notice Inviting Tender.
10. Information required as per various Forms to tender document should be submitted by the tenderers without fail strictly as per formats.

**Chief General Manager
DFCCIL, DDU**

PART-II

Instructions to Bidders for Online Bidding & Check List

A. Instructions to bidders for online bidding

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

E-tendering site- <https://www.ireps.gov.in> / its link at www.dfccil.com (Help desk of IREPS: 011 -23761525). The tenderer/bidders must have Class-III Digital Signature Certificate & must be register on IREPS portal. Only registered tenderer/bidders can participate on e-Tendering. All relevant documents must be uploaded at the time of participating in e-Tendering.

Instructions:-

1. **Bidding Methodology:** Online Bid System
2. **Broad outline of activities from Bidders perspective:-**
 - (a) Procure a Digital Signing Certificate (DSC)
 - (b) Register on Electronic Tendering System (ETS)
 - (c) Create Users and assign roles on ETS
 - (d) View Notice Inviting Tender (NIT) on (ETS)
 - (e) Download Official copy of Tender Documents from ETS.
 - (f) Clarification to Tender Documents on ETS - Query to DFCCIL (Optional) - view response to queries posted by DFCCIL through addenda.
 - (g) Bid Submission on ETS: Prepare & arrange all documents/ papers for submission of bid online.
 - (h) Attend Public Online Tender Opening Event (TOE) on ETS.
 - (i) Post TOE clarification on ETS (Optional). Respond to DFCCIL's post – TOE queries.

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

3. **Digital Certificate:**
For integrity of data and its authenticity/ non repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authority (CCA) (refer <http://www.cca.gov.in>).
4. The Tender documents can be downloaded from the website: ireps.gov.in and to be submitted in the e - format, before the schedule date & time of submission of the tender otherwise the Bid will not be considered.
5. Physical copy of the tender documents would not be sold /accepted.
6. List of Contact persons for this tender details of DFCCIL

DFCCIL Contact- 1	Sh. Janak Kumar Singh
Telephone/Mobile No.	7060803034
E-mail ID	jksingh@dfcc.co.in

DFCCIL Contact- 2	Sh. Rajesh Kumar
Telephone/Mobile No.	8579860554
E-mail ID	rajeshkumar1@gmail.com

7. Modification / Withdrawal of bids:

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

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

9. Other instructions

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

B. Check list for Mandatory Documents:

CHECK LIST			
Check List Of Items To Be Complied By Tenderer(S)s Before Submitting Their Tenders. The Tenderer(S) Shall Ensure That The Following Are Complied Before Submitting The Tender Document:-			
S. N	Clause in tender document	Documents	Done or Not
1.	Para 1.8 of Part III	Tender form (Annexure no. I)	
2.	Para 2.14 of Part-III	Format for certificate to be submitted / uploaded by tenderer along with the tender documents (Annexure no V)	
3.	Para 5 of Part-III	Bid security in accordance with Para 5 with Part -III of Preamble and General Instructions to Tenderers. (Bid security) bank guarantee bond from any scheduled commercial bank of India. (Annexure - VIA)	
4.	Tender Document	Applicant's party information form (Form no-2C)	
5.	Tender Document	ECS/ NEFT / RTGS mandate form (Form no-3)	
6.	Tender Document	Pre contract integrity pact (Form no-5)	
7.	Tender Document	Anti-profiteering declaration to whomsoever it may concern (Form no-6)	
8.	Para- 4 Part-III	Certificate for provision for medium & small enterprises (MSE) (If applicable)	
9	Para-14 of Part-III	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.	
10.	Para 10 & 11 of part III	Relevant documents as per para 11 of part III of Preamble and General Instructions to Tenderers.	
11.	Tender Document	Scanned copy of proof of money deposited against Earnest money & Tender Document Cost.	
12.	-	GST Registration Certificate	
13.	-	Ballast Test Report	
14.	All the Annexures & Forms properly filled up and relevant documents attached and <u>indicated in Forms, (If applicable).</u>		
15.	Rates to be quoted on rate sheet online only		

PART - III

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

PART-III**PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS**

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

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

1.1 Dedicated Freight Corridor

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

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

Proposed alignment of DFC has been generally kept parallel to existing Indian Railway line except provision of detours at some stations where the existing yards /cities are congested. Level Crossings (LC's) are generally unsafe locations and also a congestion points for road/rail's users. These LC's are operational bottlenecks for Railways /DFCCIL in terms of loss in punctuality and reduction in line capacity. Construction of ROB(s)/ RUB(s) is financially and operationally beneficial apart from the fact that it improves the safety of Rail / Road users.

1.2 Scope of Work

On behalf of President of India, Chief General Manager, Dedicated Freight Corridor Corporation of India Ltd. Manas Nagar Railway Colony, Near RPF Post, Pt. Deen Dayal Upadhyay, Post Office: Alinagar, Chandauli- 232100, Uttar Pradesh, India herein after referred to as 'DFCCIL' is inviting e-tenders from Firms/ Companies/Joint Ventures having requisite experience and financial capacity for execution of the following work:

“Supply and Transportation of 50mm gauge machine crushed track ballast conforming to RDSO Specification IRS-GE-1 June 2016 (as updated) for BG Railway Track from Japla or other Siding to DFCCIL track in between DGON-KTQN Station under DFC/DDU section of EDFC”.

1.3 The tenderer shall be governed by General Conditions of Contract (GCC 2022), 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. Tender document contains General Conditions of Contract and Special Conditions of Contract specific to this work and shall be applicable in the contract.

- 1.4 Location-** DGON-KTQN Station under DFC/DDU section of EDFC.
- 1.5 Drawings for the Work:** Not Applicable.
- 1.6 Quantum of work and materials:** The indicative schedule of quantities of various items of works is included in Form No.-1 of the tender documents.
- 1.7 Schedule of Prices mentioned in Form No.-1 (tender Annexures & Forms) of BID DOCUMENTS** lists out the Schedule of Prices for various items. Based on these, the total tender value has also been worked out.
- 1.8 Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:
- (a) Tender Forms – First Sheet
 - (b) Special Conditions (enclosed)
 - (c) Bill(s) of quantities (enclosed)
 - (d) Standard General Conditions of Contract (GCC 2022) and Standard Specifications (Works and Materials) of DFCCIL/ Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of Chief General Manager/ DFCCIL/DDU or obtained from the office of the Chief General Manager/ DFCCIL/ DDU on payment of prescribed charges.
 - (e) Standard Schedule of Rates (SSOR) as amended / corrected up to latest correction slips, copies of which can be seen in the office of Chief General Manager/ DFCCIL/ DDU or obtained from the office of the Chief General Manager/ DFCCIL/ DDU on payment of prescribed charges.
 - (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

(As per Clause No. 1 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

- 1.9 Cost of Tender documents downloaded from internet**
For submitting the tender, the Tender documents and Amendment(s), if any, is/are available on www.ireps.gov.in and the same can be downloaded and used as tender documents for submitting the offer. The cost of the tender document is indicated in NIT. The cost of the tender document shall be deposited through e-payment mode at www.ireps.gov.in only. In case, the cost of the tender document as detailed above is not deposited, tender will be summarily rejected.
- 1.10** Complete tender documents must be submitted online duly completed in all respect upto the scheduled date and time mentioned in the Notice Inviting E-Tender. 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 DFCCIL website <https://dfccil.com> and www.ireps.gov.in.
- 2.1 Form of Tender** - The Tender documents shall be in Single packets viz:- “containing All tender papers & Schedule of Prices. Detailed credentials as per the requirement of eligibility criteria and all tender papers including Summary of Prices and Schedule of Prices are to be submitted in "BID”.
- 2.2 Tender Bid** - The Tender Bid shall be submitted through online only on website www.ireps.gov.in as Eligibility/Qualifying element of the Tender Bid along with other

documents mentioned in tender document.

- 2.3 Single Packet Tender-:** In case of tenders costing less than Rs. 10 Crore single packet tender system will be followed and technical & financial offer of the tenderer/s shall be opened and evaluated at the same time.
- 2.4 Two Packets System of Tendering (Not Applicable for this tender):** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.
(As per Clause No. 7A of Part-I of GCC APRIL-2022, with up to date correction slip)
- 2.5 Pre-Bid Conference (Not Applicable for this tender):** Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, DFCCIL/Railways shall conduct Pre-Bid Conference(s) with the prospective bidders.
(As per Clause No. 7B of Part-I of GCC APRIL-2022, with up to date correction slip)
- 2.6 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.
(As per Clause No. 7D of Part-I of GCC APRIL-2022, with up to date correction slip)
- 2.7** 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.
(As per Clause No. 4 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)
- 2.8** All communication between the Employer and the tenderer shall be in writing. For the purposes of seeking clarification, the Employer's address is: **Chief General Manager, Dedicated Freight Corridor Corporation of India Ltd. Manas Nagar Railway Colony, Near RPF Post, Pt. Deen Dayal Upadhyay, Post Office:Alinagar, Chandauli- 232100, Uttar Pradesh, India** Telephone: +91-141-3103235, Fax number: +91-141-3103200. mail address: pkgupta1@dfcc.co.in and kundansharma@dfcc.co.in
- 2.9 Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
(As per Clause No. 4 of Part-I of GCC APRIL-2022, with up to date correction slip)
- 2.10** Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case tenderer/s still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. DFCCIL will not take cognizance of any other conditions

/ variations from the tender stipulations mentioned at any other place in the tender documents.

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

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

2.13 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 and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

(a)(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. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL/Railways 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.

(a) (iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the DFCCIL/Railways shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

(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 DFCCIL/Railways \ will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

(As per Clause No. 6 of Part-I of GCC APRIL-2022 with up to date correction slip)

2.14 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V**. Non submission of above 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 is qualifying the Qualifying Criteria mentioned in the Tender Document.

(As per Clause No. 6.1 of Part-I of GCC APRIL-2022, with up to date correction slip)

2.15 Right of DFCCIL/Railways to Deal with Tenders: The DFCCIL/Railways reserves the right of not to invite tenders for any of DFCCIL/Railways 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/Railways administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

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

3.0 Opening of Tender:

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

3.1 Preliminary examination of bids

- a) The DFCCIL shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- b) Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- c) The rates should be quoted in figures as well as in words. If there is variation between rates quoted in figures and in words, the rate quoted in shall be taken as correct. If more than one or improper rates are tendered for the same item, the tender is liable to be rejected.
- d) Prior to the detailed evaluation, DFCCIL shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:

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

- 3.3 Clarification of Bids:** To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the DFCCIL/Railways 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/Railways shall not be entertained or considered. The DFCCIL/Railways 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/Railways request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

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

3.4 **Validity of Tender:-** Tenderer shall keep his offer open for a minimum period of **120days** from the date of opening of the tender or as mentioned in the Tender Notice.

3.5 **Tenderer's Address**

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

3.6 **Right of DFCCIL to Deal with Tenders**

(a) The DFCCIL reserves the right of not to invite tenders for any of DFCCIL work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or to reject any tender or all tenders without assigning reasons for any such action.

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

3.7 The entire work is required to be completed in all respects within **06 months** from the date of issue of the acceptance letter. Time is the essence of contract. The contractor shall be required to maintain steady and regular progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated time.

3.8 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 EMD of such tenderers shall also be forfeited.

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

3.10 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".

3.11 **Site Inspection:** Tenderers are requested to inspect the site and carry out careful examination to satisfy them as to the nature of work involved and facilities available at the site. They should note carefully all the existing structures and those under construction through other agencies. They should also study the suitability of utilizing the different equipment and the machinery that they intend to use for the execution of the work. The tenderers should also select suitable sites for the purpose of locating their store yard, laboratory, staff quarters etc., and satisfy themselves with regard to the feasibility of transporting the girders, etc. from the yard to the final site of placement etc.

3.12 **Canvassing**

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

3.13 **Award of Contract**

1. DFCCIL shall notify the successful tenderer through auto-generated Email by IREPS that his tender has been accepted.
2. Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between DFCCIL and the contractor till such time the contract agreement is signed.

3.14 **Security Deposit on Acceptance of Tender:**

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

3.15 Execution of Contract Document: 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 Ltd. Manas Nagar Railway Colony, Near RPF Post, Pt. Deen Dayal Upadhyay, Post Office: Alinagar, Chandauli- 232100, Uttar Pradesh, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from DFCCIL/Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by DFCCIL/Railways only after submission of valid Performance Guarantee by the Contractor. In such cases the DFCCIL/Railways 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/Railways shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

(As per Clause No. 8 of Part-I of GCC APRIL-2022, with up to date correction slip)

3.16 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)** 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 Annexure- IV.

(As per Clause No. 9 & 9B of Part-I of GCC APRIL-2022, with up to date correction slip)

3.17 Understanding and Amendments of Tender Documents:

1. The bidder must own all responsibilities and bear all cost for obtaining all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
2. The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and

should obtain at his own cost all information that may be necessary for preparing the bid and execution of the contract. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

3. At any time prior to the deadline for submission of bids, DFCCIL may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Amendment, which shall be part of the Tender documents.
4. DFCCIL may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

4.0 Make in India Policy: Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders. **(As per Clause No. 7C of Part-I of GCC APRIL-2022, with up to date correction slip)**

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

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

(II) The MSEs must also indicate the terminal validity date of their registration. Falling (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

4. Definition of MSEs owned by SC/ST is as give below:
 - (i) In case of proprietary MSE, proprietors (s) shall be SC/ST.
 - (ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - (iii) In case of Private Limited Companies at least 51% share shall be held by SC/ST promoters.
5. All bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/tender process or other tender requirements and L-1 price.
6. The above facilities shall not be applicable for the items for which they are not registered.
7. The tenderer (s) shall submit copy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur

whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the Policy. The MSMEs shall also submit a copy “Entrepreneur’s Memorandum (Part-II)” of the concerned district centre where the unit is established.

8. Registration of Udyog Aadhar Memorandum (UAM): All Micro, Small and Medium Enterprises (MSMEs) bidders are required to declare UAM Number on CPPP / <https://www.ireps.gov.in> failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for tenders invited electronically through CPPP / <https://www.ireps.gov.in>.

5. 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:

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

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm 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/Railways.
- (c) If his tender is accepted, this Bid Security mentioned in sub para (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/Railways 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 **Annexure-VIA** 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:**

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline 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 ***** 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 Authority 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.

(As per Clause No. 5 of Part-I of GCC APRIL-2022, with up to date correction slip)

- 6.(a) Subject to exemptions provided under para 5(1) (a) of Part-III (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) 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 Railway/DFCCIL. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the DFCCIL.
- (c) If his tender is accepted,
 - (i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
 - (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee

bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

- (iii) 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 to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the DFCCIL shall return the Bid Security so retained as per sub para(c) above, to the Contractor.

(As per Clause No. 6 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

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

(As per Clause No. 7 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

- 8.** 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.

(As per Clause No. 8 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

- 9.** 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.**(As per Clause No. 9 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**

10. Eligibility Criteria:**10.1 Technical Eligibility Criteria:**

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

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

Definition of Similar nature of work: - “ Note: The similar nature of work defined is ‘Supply of machine crushed stone ballast for any Railway / Road Works’.

The tenderer (s) must be an established, experienced and reputed construction firm and have regularly undertaken works of the similar type tendered for and have adequate technical knowledge and practical experience in field.

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

In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing.

Note for Item 10.1:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, 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. **(As per Clause No. 10 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**

10.2. 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 requisite information as per **Annexure-VIB**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

(As per Clause No. 10.2 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

- 10.3 Bid Capacity:** The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI. **(Not applicable for this Tender)**

(As per Clause No. 10.3 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

- 10.4** No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.

(As per Clause No. 10.4 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

- 10.5** Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

[Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 - 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 10.1 Para 10 of the Tender Form (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 0.3×0.2 * 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.*
15. *In case company A is merged with company B, then company B would get the credentials of company A also.]*

(As per Clause No. 10.5 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

11. Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender.

Tenderer(s) who is/are not borne on the approved list of the Contractors of DFCCIL/Railway shall submit along with his / their tender:

- (i) 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.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) 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.
- (iv) 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 is enclosed as Annexure-V. 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.
- (v) 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 there under.

(vi) (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 five 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 up to five years.

(As per Clause No. 11 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

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

(As per Clause No. 12 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

13. **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Chief General Manager/DFCCIL/ DDU for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of DFCCIL as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

(As per Clause No. 13 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

14. Documents to be Submitted Along with 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 documents in terms of Para 10 of part III above.

(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 Para 10 of the part III above.

(c) Partnership Firm:

(i) All documents as mentioned in para 18 of the part III.

(d) Joint Venture (JV): All documents as mentioned in para 17 of the part III.

(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 Para 10 of the part III above.

(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 Para 10 of the part III.

(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 Para 10 of the part III above.

(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 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 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 may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

(As per Clause No. 14 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

15. The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by

Magistrate in 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 Appostille certificate.

(As per Clause No. 15 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

16. Employment/Partnership etc. of Retired DFCCIL 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 DFCCIL/Railways 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 DFCCIL/Railways 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 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 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

(As per Clause No. 16 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

**JOINT VENTURE (JV) IN WORKS TENDERS
(Not applicable for this tender)**

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

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

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

17.3 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.

17.4 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.

17.5 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.

17.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV alongwith 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.

- 17.7** 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.
- 17.8** Approval for change of constitution of JV shall be at the sole discretion of the DFCCIL. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 17.9** 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.
- 17.10** On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 17.11** 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 DFCCIL/Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
- 17.11.1** Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the 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 DFCCIL/Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 17.11.2** 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.
- 17.11.3** Governing Laws - The Registered Entity shall in all respect be governed by and

interpreted in accordance with Indian Laws.

17.12 Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member 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.

17.13 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 DFCCIL in respect of the said tender/contract.

17.14 Documents to be enclosed by the JV alongwith the tender:

17.14.1 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 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 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.

17.14.2 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.

17.14.3 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

17.14.4 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 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. 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.

17.14.5 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.

17.14.6 All other documents in terms of Para 10 Part III above.

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

17.15.1 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):

(a) For Works without composite components

The technical eligibility for the work as per para 10.1 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 10.1 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.

(b) For works with composite components

The technical eligibility for major component of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum 10%of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during 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 cost of any component of work mentioned in technical eligibility criteria.

Note for Para 17.15.1:

- a) *The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.*
- 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.*

17.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of “Financial Eligibility” mentioned at para 10.2 above. The “financial capacity” of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 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.

17.15.3 Bid Capacity

The JV shall satisfy the requirement of “Bid Capacity” requirement mentioned at para 10.3 above. The arithmetic sum of individual “Bid capacity” of all the members shall be taken as JV’s “Bid capacity” to satisfy this requirement.

(As per Clause No. 17.0 to 17.15.3 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

18.0 Participation of Partnership Firms in works tenders:

- 18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.
- 18.3 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.
- 18.4 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 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 DFCCIL/Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the

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

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 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.

- 18.5 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.
- 18.6 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.
- 18.7 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.
- 18.8 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.
- 18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following 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 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 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 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 DFCCIL.
- 18.10 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 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 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.
- (iv) All other documents in terms of Para 10 above.

18.11 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 10 above.

(As per Clause No. 17.0 to 18.11 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

19.0 Advances to Contractor – (Not applicable for this Tender)

If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, DFCCIL shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry a simple interest _____ as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.

(Signature)

(Designation)

Signature of Tenderer(s) _____

DFCCIL

Date _____

Date

(As per Clause No. 19 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

Part IV
STANDARD GENERAL CONDITIONS OF CONTRACT

The Standard General Conditions of Contract April 2022 of the Indian Railway/DFCCILs shall be followed with its latest correction slips and amendments issued from IndianRailway/DFCCILs.

The Standard General Conditions of Contract (GCC April 2022) of the Indian Railway/DFCCILs, along with its latest correction slips and amendments, will form part of the tender/contract documents.

In case, there is an ambiguity in any definition, the decision of DFCCIL regarding the interpretation shall be final and binding.

Wherever there is conflict in any condition between GCC and special condition of contract mentioned in tender documents. The condition mentioned in special condition of contract will prevail. However, DFCCIL decision in this connection shall be final and binding.

A copy of the book-let incorporating the above “Standard General Conditions of Contract (GCC April-2022)” may be perused in the Office of CGM/DDU or respective division.

Chapter V
SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

- 1.5.1** This Tender shall be governed by Preamble & General instructions to tenderers, General condition of Contract, Special conditions of contract, Technical Specifications, Additional Technical specifications (if any), Drawings, Forms, Annexures, etc.
- 1.5.2** If there are varying or conflicting provisions in the documents forming part of the contract, Engineer shall be deciding authority with regard to the intentions of the provision and decision of Engineer will be final and binding on the contractor.
- 1.5.3** **Scheme of work:** -Within a period of 07 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for execution of work and various documents enumerated in tender papers to the employer.
- 1.5.4** Deleted.
- 1.5.5** **Deleted**
- 1.5.6** **Expenses of Employer' Representative**– All the expenses of Engineers representative shall be borne by the Employer whether the inspected material is finally utilised in work or not.
- 1.5.7** The decision of the Engineer shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.
- 1.5.8** This programme of the Contractor shall generally cover the following:-
- 1.5.8.1** The organization to manage and implement the Quality Assurance Programme.
- 1.5.8.2** The documentation control system:
- (i) Basic control system.
 - (ii) Adopted at manufacturer's work
 - (iii) Adopted at the Contractor Depot and work site.
- 1.5.8.3.** Procedure adopted for:
- (i) Source Inspection.
 - (ii) In coming raw material inspection.
 - (iii) Verification of material purchased.
 - (iv) Manufacturing Controls.
 - (v) Site stacking and loading controls.
- 1.5.8.4** Inspection and Test Procedure for:
- (i) Manufacture and quality control procedure.
 - (ii) Field activity.
- 1.5.8.5** System of handling and storage.
- 1.5.8.6** System of quality audit.
- 1.5.8.7** System of maintenance of records.

1.5.8.8 For the purpose of obtaining On Account Payment, the Contractor shall submit along with the invoice, the documents indicated in the prescribed quality Assurance standards which should inter alia cover the following as may be applicable in each case.

- (i) Material test reports on raw materials used.
- (ii) Material type and routine test report on components specification.
- (iii) Inspection Plan with reports of the inspection Plan check points.
- (iv) Routine test report.
- (v) Factory test results as required under the specification.
- (vi) Quality audit report including test check report of Employer's representative if any.

1.5.9 Traffic Blocks / Power Blocks / Shut Down:

- (a) The contractor shall obtain Power / Traffic / Shut down in the name of authorized representative of DFCCIL. Engineer/Engineer's representative will facilitate to make arrangements to obtain power blocks / shutdown (hereinafter referred to as blocks) for works to be carried out along or adjacent to the track work. Works such as foundations of abutments/piers shall generally be done without blocks. However if block is required due to safety considerations, the construction shall be done under block. The requirement of shut down, power blocks etc . shall be assessed by the contractor and will be submitted to the Engineer/Engineer's representative. All the erection of girders etc. shall be done under minimum power block/shut down. Contractor will arrange minimum two gangs of labours i.e. expert of TR line fitters, Semi skilled fitters, labours etc. with super visors and sufficient tools and tackles required as per site conditions. Work will be done day & night with war foot level with the approval of the Engineer/Engineer's representative.
- (b) Blocks will be granted during day & night hours continuous. The Contractor shall confirm that he will equip himself to carry out all construction during night blocks efficiently by suitable special lighting equipment without any extra cost.
- (c) Block period shall be counted from the time the TR-line is placed at the Contractors disposal at the work-spot till it is cleared by the Contractor.
- (d) Blocks will be subject to normal operating conditions and rules of the Railway. All formalities of exchanging private number etc. with the traffic control/traction power controller will be carried out by the Engineer staff and for this purpose the Engineer will depute a representative, who will be responsible for imposing power blocks/shut down and also removing the same after men, material and equipment have been cleared by the Contractor from running tracks and the same declared safe for traffic by Engineer/Engineer's representative in case of works involving safety of running tracks.
- (e) The works required to be done under traffic block shall be carried out only in the presence of DFCCIL officials. The Railway supervisor shall certify safe conditions for passage of trains before resumption of traffic. The works to be done under traffic block shall be carried out under the provision of banner flag and protection of engineering flagman.

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

1.5.10 Work By Other Agencies

- (a) Any other works undertaken at the same time by the Engineer direct or through some other agency at the same time or section where the contractor is carrying out his work will not entitle the contractor to prefer any claim regarding any delays or hindrances he may have to face on this account but the Employer shall grant a reasonable extension of time to the contractor. The contractor shall comply with any instruction which may be given to him by the Employer in order to permit simultaneous execution of his own works and those undertaken by other contractors or the DFCCIL without being entitled on this account on any extra charge.
- (b) The contractor shall not be entitled to any extra payment due to hindrance resulting from normal Railway operations, such as delay on account of adequate number of and duration of blocks not being granted, operational delay in movement of work trains extension of time to the contractor.

1.5.11 Infringement of patents:

- (a) The Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trade mark, except where these are specified by the Employer himself. Royalties where payable for the use of such patented processes, registered drawings of patterns shall be borne exclusively by the Contractor. The contractor shall advise the Employer of any proprietary right that may exist on such processed drawings or patterns which he may use of his own accord.
- (b) In the case of patent taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings, or patents for which he holds a licence, the signing of the Contract automatically gives the Employer the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Employer, he shall be entitled to claim damages from the contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.
- (c) **Indemnification by contractor:-** In the event of any claim or demand being made or action being brought against the Employer for infringement of later patent in respect of any equipment, machine, plant, work or thing used or supplied by the Contractor under this contract or in respect of any methods of using or working by the Employer of such equipment machine, plant work or thing, the contractor shall indemnify the employer and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the Employer shall notify the contractor immediately any claim is made and that the

contractor shall be at liberty, if he so desires with the assistance of the Employer if required but at the Contractor's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such equipment, machine, plant work or thing, shall be used by the Employer for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.

1.5.12 Insurance:- (CAR policy)

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

(a) Insurance against Injury to Persons and Damage to Property

The Contractor, as insuring Party, shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 1.5.12 (b) [*Insurance for Works and Contractor's Equipment*]) or to any person / animal (except persons insured under Sub-Clause

1.5.12 (c) [*Insurance for Contractor's Personnel*]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

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

The insurances specified in this Sub-Clause:

- a. shall be effected and maintained by the Contractor as insuring Party,
- b. shall be in the joint names of the Contractor and Employer,
- c. shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under Sub-Clause 1.5.12 (b)) arising out of the Contractor's performance of the Contract

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

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Sub-Contractor (whether applicable), other than death or injury resulting from any act or default of the Employer, his agents or employees. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

(b) Insurance for Works and Contractor's Equipment

The Contractor, as insuring Party, shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost

including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the Date of Commencement, until the date of issue of the Taking-Over Certificate for the Works. The Contractor shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations.

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

The insurances specified in this Sub-Clause:

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

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

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

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

(d) Automobile Liability Insurance

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

(e) Professional Indemnity Insurance

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

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

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

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

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

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

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

responsibility and /or liability in this regard.

1.5.13 Accident:-

- (a) The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.
- (b) The contractor shall indemnify and keep the employer indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons sustained due to the acts or omission of the contractor, his sub-contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.
- (c) The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by workmanship, material, execution or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs.50 lakh for any one accident without any limit on the number of accidents.
- (d) The contractor shall be responsible for all repairs and rectification of damages to completed works or works under execution due to DFCCIL accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installation are provisionally handed over to the employer.

1.5.14 Safety Measures:-

- (a) The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway premises, but shall then conform to the rules and regulations of the Railway if and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the Railway siding and premises, the contractor shall provide flagman or look out men for protection of such persons. The employer shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work.
- (b) Blasting of rocks for foundation work shall be done only after due notice is given to the employer and time/s and date /s for blasting operations agreed to by the employer. Blasting, if required to be done in the vicinity of the track, shall not be undertaken until the Employer's flagmen on duty take necessary step to protect trains and the track is adequately protected by the contractor against damage by blasted rock. The contractor shall follow detailed instructions which will be issued to him regarding blasting operations in the vicinity of tracks
- (c) The contractor shall abide by all Railway regulations in force for the time being

and ensure that the same are followed by his representatives, Agents or sub-contractors or workmen. He shall give due notice to his employees and workers about provision of this para.

- (d) The works must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on the Railway, in such a way that they do not hinder Railway operation or affect the proper functioning of or damage any DFCCIL equipment, structure or rolling stock except as agreed to by the employer, provided that all damage and disfiguration caused by the contractor at his own cost failing which cost of such repairs shall be recovered from the contractor.
- (e) If safety of track or track drainage etc. is affected as a consequence of works undertaken by the contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay, the employer shall, after giving due notice to the contractor in writing, take necessary steps and recover the costs from the contractor.

1.5.15 Guarantee / Defect Liability Period:-

- (a) The Contractor shall guarantee that all the works executed under this contract shall be free from all defects and faults in material, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations, for **a period of 03 months** from the date of taking over by the Employer
- (b) During the period of guarantee the Contractor shall keep available an experienced engineer /manpower to attend to any defective works / installations resulting from defective erection and/or defect in the installation supplied by the Contractor. This engineer shall not attend to rectification of defects which arise out of normal wear and tear and come within the purview of routine maintenance work. The contractor shall bear the cost of modifications, additions or substitutions that may be considered necessary due to faulty materials or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Engineer his successor(s)/Nominee.
- (c) During the period of Guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the executed work whether such parts / structural elements of his own manufacture or those of his sub-contractor / supplier whether arising from faulty materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of parts of executed work detected during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Employer at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Employer.
- (d) If it becomes necessary for the Contractor to replace or renew any defective portion of the structural elements until the expiration of six month from the

date of such replacement or renewal or until the end of the above mentioned period whichever is later.

Such extension shall not apply in case of defects of a minor nature, the decision of the General Manager / CPM or his successor/nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period the Employer may proceed to do work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the Employer may have against the Contractor in respect of such defects or faults.

- (e) The repaired or renewal parts structure shall be delivered / supplied and erected / executed on site free of charge to the employer.
- (f) Any materials, fittings, components or equipment's / structure supplied under items for supplying / providing and fixing in schedule shall also be covered by the provisions of this paragraph. The liability of the Contractor under the guarantee will be limited to re-supply of components / structure installation and fittings.

1.5.16 Final Acceptance:

- (a) The final acceptance of the entire work executed shall take effect from the date of expiry of the period of guarantee / Defect Liability Period as defined in paragraph 1.5.15 above of the expiry of the last of the respective periods of guarantee of various items (viz. RFO, Bridge, Earthwork etc), provided in any case that the Contractor has complied fully with his obligations under clause 1.5.15 in respect of each item, provided also that the attention has been paid by way of maintenance by the Employer.
- (b) If on the other hand the contractor has not so complied with his obligation under Para 1.5.15 above in respect of any work, the Employer may either extend the period of guarantee in respect of that work until the necessary works are carried out by the Contractor or carry out those works or got them carried out suo-moto on behalf of the Contractor at the Contractor's expenses. After expiry of the period of guarantee for each work, a certificate of final acceptance for the section shall be issued by the Employer and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Employer.
- (c) The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.

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

1.5.17 Payment

- Payment will be governed by the terms specified in Part-I, Chapter IV /Chapter- V (GCC /SCC) and in accordance with accepted schedule of prices, read with relevant para of the other parts and Chapters of the Tender Document. The employer retains the right to withhold money due to the contractor arising out of this contract for any default of the contractor.
- (i) The Contractor shall, whenever required, produce or cause to be produced for examination by the Employer any quotation / invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in anyway relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this Contract (the decision of the employer on the question of relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required, to prove to the Employer that materials supplied by him are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the Employer shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection. The Contractor should seek prior permission from the employer for subletting whole and/or part of the work to any sub-contractor.
- (iii) The obligations imposed by sub-clause (i) and (ii) above are without prejudice to the obligation of the Contractor under any statute, rules or order binding to the Contractor or other conditions of the contract.
- (iv) It is an agreed term of the contract that the employer reserves t h e right to carry out post-payment Audit and/or technical examination of the works and the final bill, including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him if as a result of such examination any over payment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.
- (v) **CONDITION FOR PAYMENT**
- (a) 40% Payment of accepted rate will be paid on supply, stacking and passing of ballast at stacks by nominated official on submission of an indemnity bond and balance 60% will be paid after loading on railway wagon. Even after payment for a stack by DFCCIL, it shall be the responsibility of the Contractor to ensure integrity and safety of the stack. Any damage or loss of material from the stack shall be born by the Contractor.
- (b) The contractor shall make indent for the placement of rake in the Ballast Siding after making payment to Indian Railways for placement and transportation of rake to the intimated destination at the applicable commercial rates including all taxes. The freight and other related payments made to Indian Railways towards placement and transportation of rakes shall be reimbursed to

the Contractor at per actual payments made to IR on submission of requisite documents. However, any penalty/demurrage/wharfage imposed by Indian Railways due to delay in loading, unloading by the contractor or any other default of contractor shall be borne by Contractor.

1.5.18 All payments in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS) / National Electronic Funds Transfer (NEFT/RTGS). The successful tenderer on award of contract must submit ECS/NEFT/RTGS Mandate Form complete in all respects as detailed at Form No. 8 of the tender document. However, if the facility of ECS/NEFT/RTGS is not available at a particular location, the payments shall be made by cheque.

1.5.19 Performance Guarantee:

- (i) The Bank Guarantee for performance Guarantee shall remain valid until a date 60 days (or as specified in the Contract) after expiry of Defects Liability Period.
- (ii) The Bank Guarantee for performance Guarantee shall be submitted invariably in the format given in the bidding document.
- (iii) The performance Guarantee shall be released after issue of performance certificate.

1.5.20 Advances to Contractor: - Not Applicable in this Contract

1.5.21 Statement of Dispute: - Refer to clause 63 and 64 of GCC.

1.5.22 Integrity Pact:-

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

A copy of pre contract integrity pact is enclosed as Form No. 20 for signature of bidder as acceptance. The details of Independent External monitor (IEM) shall be collected from the office of GM/DFCCIL/DDU whenever required.

1.5.23 In case of ballast is detained on account of Unloading of ballast by DFCCIL ,then a penalty /Demurrage etc. is imposed by IR then it is to be borne by DFCCIL.

TECHNICAL SPECIFICATIONS
PART-II

TECHNICAL SPECIFICATIONS

For technical specifications, refer relevant Indian Railways Unified Standard Specifications (Formation Works, Bridge Works and P.Way Works), 2019 as amended upto date, Indian Railways Unified Standard Specifications (Works & Materials), 2010 as amended upto date, other IRS/IRC/IS Codes and Specifications as applicable.

Indian Railways Unified Standard Specifications (Formation Works, Bridge Works and P.Way Works), 2019 and Indian Railways Unified Standard Specifications (Works & Materials), 2010 are available on website www.indianrailways.gov.in.

For Non-Schedule items, the specifications in Tender Document / Schedule shall be applicable.

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

PART - II

Chapter I

GENERAL GUIDELINES REGARDING SPECIFICATIONS AND SPECIAL CONDITIONS & SPECIFICATION FOR SUPPLY OF 65 MM NOMINAL SIZE TRACK BALLAST.

2.1 GENERAL GUIDELINES REGARDING SPECIFICATIONS AND SPECIAL CONTIDITONS & SPECILIFICATION FOR SUPPLY OF 50 MM NOMINAL SIZE TRACK BALLAST.

2.1.1. CONDITIONS FOR SUMISSION OF TENDER:

2.1.1.1 The tenderer should carefully read the conditions accompanying the tender and should satisfy himself by site inspection that he is in a position to supply the machine crushed hard stone ballast in accordance with the conditions.

2.1.1.2 Conditional tenders are liable to be rejected. Contractor shall be responsible for following the provisions of Mining Act and the DFCCIL/Railway will not be responsible for infringement of any its provisions.

2.1.1.3 Each tenderer at the time of tendering shall submit the following:

- a. For tender having work of "Supply and Staking of ballast" the tender is required to submit test report of ballast as per the provision of "Specification of Track Ballast IRS – GE-I June-2016"
- b. The tenderer shall also furnish an undertaking that the ballast supply at all times will conform to specification for track Ballast as specified by Railway.

2.1.2. DETAILED SPECIFICATION:

GENERAL:

2.1.2.1 BASIC QUALITY:

Ballast should be hard, durable and as for as possible angular along edges/corners, free from weathered portions of parent rock, organic impurities and inorganic residues conformity to Railway/RDSO specification.

2.1.2.2 PARTICLE SHAPE:

Ballast should be cubical in shape as far possible. Individual pieces should not be flaky and should have generally flat faces with not more than two rounder/sub-rounded faces.

2.1.2.3 PHYSICAL PROPERTIES:

Ballast sample should satisfy the following physical properties in accordance with IS 2386 Pt. IV -1963 for BG railway track.

Aggregate Abrasions Value	30% Max
Aggregate Impact Value	20% Max

Specific Gravity	2.65
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2.1.2.4 "The water absorption" tested as per IS : 2386 Pt. III 1963 should not be more than 1%

2.1.2.5 SIZE AND DRADATION OF BALLAST :

2.1.2.5.1 Ballast should satisfy the following size and gradation:

(a)	Retained on 65mm sq. mesh sieve	5% Max
(b)	Retained on 40mm sq. Mesh sieve* (for machine crushed ballast only)	40% - 60%
(c)	Retained on 20mm sq. mesh sieve	Not less than 95% for hand broken and 98% for machine crushed

2.1.2.5.2 OVER SIZE BALLAST:

i) **Retention on 50mm sq. Mesh sieve:** A maximum of 5% of ballast retained on 65mm shall be allowed without deduction of payment.

In case of ballast retained in 65mm sieve exceed 5% but does not exceed 10%, payment of at 5% reduction in contracted rate shall be made for the full stack/wagon. Stack/wagon having more than 10% retention of ballast on 65mm sieve shall be rejected.

ii) In case of ballast retained on 40mm sq. mesh sieve exceed 60% limit prescribed in (b) above, payment at the following reduced rate shall be made for the full stack/wagon in addition to the reduction worked out at (i) above.

- 5% reduction in contract rates if retention on 40mm square mesh sieve is between 60% (excluding) and 65% (including)
- 10% reduction in contract rates if retention on 40mm sieve between 65% (excluding) and 70% (including)

iii) In case of retention on 40mm sq. Mesh sieve exceed 70%, the stack/total ballast in the wagon shall be rejected.

iv) In case hand broken ballast supply, 40mm sieve analysis may not be carried out. The executive may however ensure that the ballast is well graded between 65mm and 20mm size.

2.1.2.5.3 UNDER SIZE BALLAST:

The ballast shall be treated as under size and shall be rejected if:

- i) Retention on 40mm sq. Mesh sieve is less than 40%
- ii) Retention on 20mm sq. Mesh sieve is less than 95% (for hand broken) & 98% for machine crushed.

2.1.2.6 METHOD OF SIEVE ANALYSIS:

- i) Sieve sizes mentioned in this specification are nominal sizes. The following tolerances in the size of holes for 65, 40 and 200mm nominal sieves sizes shall

be permitted. 65mm Square Mash Sieve Plus Minus 1.5MM
40mm Square Mash Sieve Plus Minus
1.5MM 20mm Square Mash Sieve Plus Minus
1.0MM

Mesh size of the sieve should be checked before actual measurement. The screen for sieving the ballast shall be of square mesh and shall not be less than 100cm in length, 70cm in breadth and 10cm in height on sides.

ii) While carrying out sieve analysis, the screen shall not be kept inclined, but held horizontally and shaken vigorously. The pieces of ballast retained on the screen can be turned with hand to see if they pass through but should not be pushed through the sieve.

iii) The percentage passing through or retained on the sieve shall be determined by weight.

2.1.3. SELECTION OF SOURCE:

2.1.3.1 Ballast shall be manufactured from good quality stone/bounders, satisfying the above

– mentioned physical properties. Top layer of rock must not be used.

2.1.3.2 Ballast should be pure that it should not contain, any inorganic residues and must be free from inferior or, harmful substances.

2.1.3.3 Contamination of ballast with ground soil, etc. Of the stacking area and/or other impurities shall not be allowed to take place during storage or stacking.

2.1.3.4 Breaking of ballast will be carried out by mechanical crushers to be installed outside Railway land after arranging necessary approvals from the concerned authorities. The DFCCIL will not arrange any such approval or electric power for running the crusher or other equipment.

2.1.3.5 Contractor shall develop and maintain approach roads, stacking area etc. at his own cost. After expiry of contract the contractor shall vacate the stacking area and hand over the land free of encroachments. The contractor will not be entitled for any claim for earthwork or any temporary works done by him in connection with this work.

2.1.3.6 The contractor shall ensure free access to quarry premises where ballast or stone is being quarried and crushed, to the Engineer In-charge or his representative at all times.

2.1.4. SAMPLING AND TESTING:

2.1.4.1 A minimum of three samples of ballast for sieve analysis shall be taken for measurement done on any particular date even if the numbers of stacks to be measurement done on any particular date even if the numbers of stacks to be measured are less than 3.

2.1.4.2 In order to ensure supply of uniform quality of ballast, the following norms shall be followed in respect of sampling, testing and acceptance.

2.1.4.2.1 On supply of the first 100 cum, the test for size, gradation, Abrasion Value, Impact Value and Water Absorption Value (if prescribed) shall be carried out by the DFCCIL. Further supply shall be accepted only after this ballast satisfies the specification for these tests. DFCCIL reserves the right to terminate the contract as per GCC at the stage itself in case the ballast supply fails to conform with any of these specifications.

2.1.4.2.2 Subsequent tests shall be carried out as follows:

Name of Test	Supply in stacks		Supply in wagons
	For stack of Volume less than 100 cum	For stack of Volume more than 100cum	
A) Size and gradation test i) No. of test ii) Size of one sample	One for each stack **0.027 cum	One for each stack **0.027 cum or part there of	One for each wagon **0.0.27 cum
B) Abrasion Value, Impact Value and Water Absorption test@Testing Frequency.	One test for every 2000 cum		

** This sample should be collected using a wooden using a wooden box of internal dimension 0.3m X 0.3m X 0.3mm from different parts of the stack/wagon.

@ These tests shall be done for the purpose of monitoring quality during supply. IN case of test results not being as per the prescribed specification at any stage, further supplies shall be suspended till suitable corrective action is taken and supply is ensured as per specifications.

The above test may be carried out more frequently if warranted at the discretion of DFCCIL.

2.1.4.2.3 All tests for Abrasion Value, Impact Value and Water Absorption Value conducted subsequently to award of contract shall be done at Contractor's cost.

2.1.5. Each tenderer at the time of tendering shall submit the test report of specific gravity, impact value, abrasion value, water absorption value, etc. of track ballast from National Test House or reputed NABL approved laboratory or from IIT/NIT/Govt. Engineering College.

2.1.6 METHOD OF MEASUREMENT:

2.1.6.1 STACK MEASUREMENT:

i) Measurement of ballast shall be done when the contractor has brought in and stacked sufficient quantity of ballast.

ii) Stacking shall be done on a neat, plain and firm ground, with good drainage. The height of stack shall not be less than 1.0 meter except in hilly areas where it may be 0.5 meter. The height shall not be more than 2.0m. Top width of stack shall not be less than 1.0m. Top of stack shall be kept parallel to be ground plane. The side slopes of stack should not be flatter than 1.5:1 (Horizontal: Vertical). Cubical content of each stack shall normally be not less than 30 cum in plain areas and 15 cum

in hilly areas.

iii) The ballast offered by contractor in property made stacks shall be checked by the JPM/APM or higher official of DFCCIL for quality as per approved sample as well as the condition of the tender/GCC and measured for quantity and the result recorded in the ballast passing register.

iv) Spreading of ballast and collection of fresh ballast shall not be permitted to be carried out simultaneously at the same location. Making a fresh stack in a plot shall be permitted only after the earlier stack has been completely trained out/spread out and is so certified and recorded by the Engineer-in charge in the site order book/ballast passing register.

v) When a particular stack is measured and subsequently trained out/spread out and the plot is available and given to contractor for stacking fresh ballast, the number of the new stack in the same plot should be suffixed with letter A, B, C etc. depending on the number of times and stacks are made on the same plot.

vi) In the event of, the ballast being rejected, the rejected ballast shall be given a distinguished mark with a red line across the stack to prevent its training out/loading or being mixed with good ballast.

vii) Should the contractor choose to rectify the defects either by the breaking oversized ballasts or by screening for removal of the under sized material etc. and if the ballast offered after rectification is acceptable to the Railway, the same, may be measured and accepted by the JPM/APM/DPM.

viii) In case the contractor does not rectify the ballast the rejected ballast shall be removed by the contractor this own cost within 15 days of the rejection and in the event of the contractor's failure to do so, the Engineer may cause to be removed at the contractor's costs.

ix) No measurement shall be done for part stack. Only Full stacks shall be measured. After the measurement of stack is done, it should not be disturbed except for training out

x) The stack, which is passed and measured, should be given a large white cross mark by line to indicate that the stack has been accepted.

xi) All the ballast offered by the contractor for passing & acceptance shall be recorded in a ballast passing register which is to be maintained by the Engineer-in-charge of the work. The register shall be authentic initial record with machined number pages and instructions for preservation custody etc. as per 1220E. Manuscript register may be used by proper machine numbering of the pages. Only ruled register should be used.

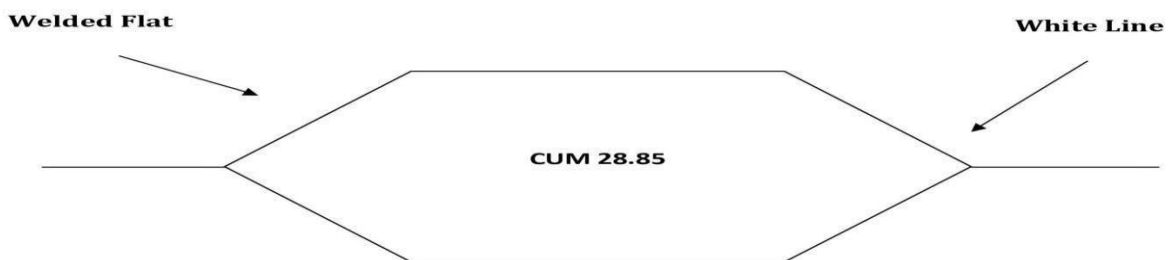
The registers shall be containing the following:-

- a) A sketch of the stacking area showing the plots therein with their serial number.
- b) Reference of agreement no.
- c) Date of measurement no
- d) Stack No.

- e) Measurement as recorded indicating the different dimensions and volume
 - f) Result of physical test
 - g) Result of the qualitative check as per screening test.
 - h) Whether the stack is accepted or rejected.
- xii) All the entries in the ballast passing register shall be made by the JPM/APM/DPM personally after check at the site and shall be initiated by him. Only JPM/APM/DPM is authorized to take measurements of the ballast stacks and to check it for proper quality.
- xiii) There shall be no overwriting in the register. If any correction is required, the old entry should be strike of by drawing a line and a fresh entry made and initiated. No blank line should be left while recording. The recording one at a time should be properly boxed by drawing a line at the start and close of the measurement.
- xiv) After recording the necessary measurement and other entries in the ballast passing register, the JPM/APM/DPM shall record all the measurement in the measurement book The JPM/APM/DPM should himself calculate and record the quantities of ballast in the measurement book in his own handwriting.
- xv) The contractor or authorized representative shall sign the ballast passing register as well as measurement book as token of acceptance of the measurement taken and quality checks conducted by the JPM/APM/DPM.
- xvi) The quantity as passed by the JPM/APM/DPM should be taken into ledger of Engineer- in- charge of the work.
- xv) The stacking ground at the ballast siding shall be arranged by the contractor. If stacking is done on Railway loading area provided for this purpose to facilitate loading into wagons, any charges for stacking, demurrage etc imposed by Railway or other agency shall be borne by the contractor.

2.1.6.2 WAGON MEASUREMENT:

- i) In case of ballast supply taken by direct loading into wagons, a continuous white line should be painted inside the wagon to indicate the level up to which ballast should be loaded. The cubical content in cubic meter corresponding to white line should also be painted on both sides outside the wagon.
- ii) In addition to painted line, short pieces of flats (cut pieces of the bars or otherwise) with cubical content punched should be welded at the center of all the four sides as permanent reference. In case the supply is taken in general service wagon actual measurements will be taken.



iii) The Engineer will take measurement after conducting screening test in wagons in the presence of the contractor or his authorized representative

iv) If the ballast loaded into wagons is found to be not according to specification during the check by the JPM/APM/DPM, the ballast shall be unloaded and removed the rejected ballast within 24 hours from the time of order for removal, the DFCCIL will cause it to be unloaded and removed to such place as may be convenient to the Railway For the quantity of the

rejected ballast, the Railway shall recover the demurrage charges for the detention of the wagons, ground rent and the expenditure incurred by the Railways in unloading and removal of the ballast. The DFCCIL shall not be responsible for any loss or any damage to the ballast so rejected.

v) The measurement shall be recorded in measurement book and signed by the contractor and the Engineer before the departure of the ballast rake.

vi) After the measurement have been taken, the JPM/APM/DPM shall prepare issue-cum- receipt note and Challan in six (6) copies on identically numbered foils which will give quantities of ballast wagon wise. All copies of issue-cum-receipt and Challan shall be signed by the JPM/APM/DPM and the contractor or his authorized representative. The issue-cum- receipt note and Challan shall be prepared before the wagons leave yard. One copy of the note shall be given to the contractor, one copy shall be retained by the JPM/APM/DPM and one copy shall be sent to his CGM/CPM office along with measurements book. Three copies shall be sent to the consignee who will check the measurement on receipt and verify the same. The consignee shall send one copy duly verified to the consigners CPM/CGM, one copy duly verified to his controlling officer and shall retain the third copy with him. The process shall insure that the quantities of ballast are properly accounted for and necessary TS from one unit to another are verified.

vii) Till such time, the ballast is measured and taken over by the DFCCIL; its custody shall be the responsibility of the contractor.

2.1.6.3 SHRINKAGE ALLOWANCE:

Payment shall be made for the gross measurement either in the stacks or in wagons without any deduction for shrinkage/voids. However, when ballast supply is made in wagons, shrinkage upto 8% shall be permitted while verifying the booked quantities by the consignee.

2.1.7. BOOKING OF BALLAST RAKE & ISSUE OF RMC:

i) Once adequate quantity of ballast is available in stacks for loading into Railway Wagon, the contractor shall make an indent with concerned station master/Railway Commercial department for placement of railway rake for loading of ballast. The contract shall pay the freight and other applicable charges for booking of the rake, which shall be reimbursed by DFCCIL as per actual payment and applicable taxes.

ii) DFCCIL may also indent rakes on RMC notes which shall be handed over to the contractor by the JPM/APM/DPM /nominated inspector indicating the consignee particulars. Acknowledgement of the contractor will be obtained in a copy

of RMC Notes maintained for the purpose. The contractor shall submit indents to the Station Superintendent/Yard Master within 7 days of issue of RMC notes by the JPM/APM/DPM /nominated inspector and should follow up the supply of wagons against the indents submitted by him.

iii) The contractor shall submit a monthly statement within 7 days after expire of each month to the JPM/APM/DPM indicating the particulars of RMC received by him, indents placed against those RMC's the date of placements of wagons against those indents and the dates of loading into wagon.

2.1.8. LOADING INTO WAGONS:

i) The term "wagon" used in this document shall include all types of open wagons of the Railway.

ii) The contractor shall load wagons to the full carrying capacity including permissible overload to be considered as per Indian Railway's Commercial/ Traffic rules for public loading. In case any of the wagons are found under loaded by more than 1 (one) ton, the contractor shall be liable for recovery of freight at the full public tariff on the quantity of under load in proposition to the full carrying capacity (including permissible overload) and the same shall be recoverable from the contractor's dues The weight of ballast shall be calculated as per the actual bulk density of ballast as jointly assessed by PM/DyCPM of DFCCIL and contractor and the rake with empty wagons are trained out, the contractor shall be liable to pay full freight charges of such wagons at Public Tariff Rate and the same shall be recoverable from his dues.

iii) No payment shall be made for ballast loaded in wagons over and over the carrying capacity of the wagons plus permissible overload.

iv) The loading of wagons by the contractor shall be governed by the rules of the Commercial Department of the Railway and the contractor shall be bound by the same. All the demurrage charges accruing due to neglect/delay of the contractor shall be payable by the contractor. For this purpose, Civil Engineering Department's Hopper wagons shall be treated at par with Commercial Department box or similar type wagon.

v) The ballast shall be loaded by the contractor at the quarry sidings.

vi) The DFCCIL administration shall accept no responsibility for delay in supply of empty wagons for the dispatch of the material. Priority letter with a view to give priority for booking of wagons only will, however, be issued to the successful tenderers where applicable.

vii) It shall be the responsibility of the contractor to ensure that only the ballast which is passed by the JPM/APM/DPM is loaded in wagon.

viii) The loading will be done by mechanical means. The loading of ballast into wagons shall be done by front-end loader of bucket capacity of about 3 cum. Loading of wagons by manual labours with the help of basket etc. will not be allowed as a regular measure except when the front-end loader is under break down. In that, penalty due to delay in loading is imposed, if any, shall be borne by the contractor.

2.1.9. LEGAL MATTERS:

2.1.9.1 The contractor will at his own expenses obtain such permit or parwana for carrying or for any other purposes as may be necessary to enable him to perform his part of the contract. The DFCCIL will not under any circumstances be liable to obtain any permit or parwana whatsoever. DFCCIL may only make a request to contract authorities stating that the firm is a bonafide party with whom an agreement for supply of ballast has been executed.

2.1.9.2 The contractor shall be responsible for the observance of the rules and regulations under the mines and mineral rules and Indian Material Rules and Regulations of the state concerned.

2.1.9.3 The contractor shall at all times keep the DFCCIL administration indemnified against all penalties that may be imposed by the Govt. of India, or state govt. for infringements of any of the clause of the mines, quarries and the rules made there under in respect of quarries from which the ballast is procured.

2.1.9.4 The contractor shall comply with all instructions issued by the Chief Inspectors of Mines in respect of the safety of the workmen and the working of the quarries and maintain such register as required by Inspector of Mines to the Govt. of India. The rate quoted by the contractor should be an all-inclusive rate i.e. the rate for the materials loaded into wagons. No lead, lift, trade tax, royalty or any other taxes that may be levied by the Government or the local bodies will be paid.

2.1.9.5 The contractor shall also arrange and pay for such working facilities, as they may be needed (e. g. land for labour camps, contractor's office, access road to the site of work etc.). The contractors will be deemed to have included this element of royalty or compensation in their tendered rate and will not be entitled to any extra payments. The tenderer is advised to see the site of work before tendering.

2.1.9.6 The contractor shall observe all the formalities, perform all the acts and abide by the paras contained in the Contract labour act 1970 and Contract labour central rules 1971 which in addition to other stipulation inter alia provide that:

i) The contractor shall obtain license from the appropriate licensing officer of the area before commencement of the work and shall produce a copy thereof along with the original to the APM/DY.PM / In-charge of the work immediately on start of the work. The original papers will be returned to the contractor after perusal.

ii) The contractor shall provide rest rooms, canteen, latrines and urinals, washing facilities and first aid facilities strictly in accordance with the provision of section 40 to 62 of the Contract labour control rules 1971. If these facilities are not provided by the contractor within the stipulated time, the same will be provided by the Railway/DFCCIL and the cost of the same will be debited to the contractor.

iii) The contractor shall pay wages to his labour in the manner laid down in section 63 to 81 of the contract labour control rules 1971 in the presence of JPM/APM/DPM or his authorized representative. In case, the contractor's labour perform the same or similar kind of work as the workman directly employed by the APM/DPM the wages of the workmen employed by APM/DPM shall be applicable to the contractor labour also.

iv) In case by virtue of section 20 (2) & 21 (4) of the contract labour (Regulation and Abolition) act 1971 the railway/DFCCIL is obliged to provide amenities and or pay wages to labour employed by the contractor directly or through petty contractors or sole contractors under this contract, the contractor shall indemnify the railway fully and the railway/DFCCIL shall fully recover from the contractor the expenditure incurred on providing the said amenities and or the wages so paid by deducting it from security deposit or from any sum due by the railway/DFCCIL to the contractor provided that if any dispute arises the expenditure incurred by the railway/DFCCIL in provisions of the said amenities, direction of the Engineer In-charge shall be final and binding.

2.1.10. PAYMENT OF ROYALTY CHARGES:

2.1.10.1 All payment of royalty charges etc. to the state government in connection with extraction and supply of rubble stone / stone ballast-sand, from other than Railway land acquired by Railways under land acquisition Act shall be born and paid by the contractor. The Railway in consultation with the respective state governments will confirm percentage of royalty charge to be recovered for supply of minor minerals.

2.1.10.2 The Railway administration is entitled to deduct from the contractors and keep in deposit such amount equal to the proportionate royalty charges from each on A/c bills and the same will be released as and when the contractor submits a receipt / document clearance certificate certifying that royalty charges have been paid by the contractors, lasting to the contract. The contractor will be required to obtain a final royalty clearance certificate from the concerned state / revenue authorities / collector and produce the same to DFCCIL.

2.1.10.3 After completion of the supply but before the release of final bill, if in any case the contractor fails to produce the clearance certificate for royalty charges, final bill will be passed after retaining an amount equal to the amount of unpaid royalty charge as intimated by the revenue authorities / Collector or as calculated on the basis of relevant rates, for payment royalty charges applicable to the area. No claim regarding interest charges for delay in the payment of retained amount on royalty account shall be entertained. The retained amount will be released at the directions of the district administration on production of clear bank guarantee covering the amount so withheld towards royalty charges / state taxes.

ADDITIONAL TECHNICAL SPECIFICATION
Part-III

PART - III

ADDITIONAL TECHNICAL SPECIFICATIONS

Chapter I

**PRECAUTIONS WHILE WORKING IN CLOSE PROXIMITY OF EXISTING
INDIAN RAILWAY TRACK**

**3.1 PRECAUTIONS WHILE WORKING IN CLOSE PROXIMITY OF EXISTING INDIAN
RAILWAY TRACK**

3.1.1 General

Any construction activity involving the existing embankment/formation/running track of the Indian Railways shall be carried out only with the prior specific authorization of the Engineer.

3.1.2 Works being executed outside running lines are further divided into following 3 sub groups depending upon their distance from the IR tracks

- a) works being done within 3.5 meters from centre of track.
- b) works being done between 3.5 meters and 6 meters from centre of track.
- c) works being done beyond 6 meters from centre of track.

If a work site is located far away from the existing track but the vehicles in connection with the work are required to ply within the distance from centre of track as mentioned above, it will be constructed that the work is being executed under above classification.

3.1.2.1 Works being done within 3.5 meters from centre of track

All works planned within 3.5 meters from centre of running line or which involve working of machineries and vehicles within this zone, are to be done essentially under block protection and necessary safety precautions for protection of track as per para 806 and 807 of IRPWM be taken. This includes even occasional plying of vehicles/machineries for short durations.

3.1.2.2 Works being done between 3.5 meters and 6 meters from centre of track.

Following precautions be taken when works are required to be done between 3.5 meters to 6 meters from track centre or machines/vehicles are required to work/ply within this zone:

- (i) Before start of work demarcation should be done parallel to running track at a distance of 3.5 meters from centre of track in advance, as per sketch B, by 150 mm wide white line of lime. Any work or movement of machinery infringing this line will need block protection. Rail barricading should be put up at such locations, as per sketch C, to ensure that even by carelessness or oversight, vehicles do not infringe fixed dimensions. Barricading design shall be approved by the Engineer.
- (ii) In case vehicles have to ply or machineries have to work within this zone,

railway's/DFCCIL's and contractor's supervisors be positioned as shown in sketch D except for the following:

- a. Instead of a Railway/DFCCIL supervisor it would be a responsible and trained staff of the Contractor
 - b. Additional trained staff of the Contractor, shall be posted where turning of vehicles is required during working e.g. earth work bridge work, ballasting etc. Location for reversing vehicles should be nominated and it should be selected in such away that there is no danger to running trains at such location. Such trained staff of the Contractor should be available with hand flags so that vehicles do not come closer to track by 3.5 meters. Wherever vehicles have to take turn, it should be done in such a way that the driver is invariably facing the running track at all times.
- (iii) Look out men should be posted along the track at a distance of 800 meters from location of work with red flag and to whistle in face of road vehicles and approaching trains. Look out men shall also be suitably trained staff of Contractor as mentioned in para 3.5.2.2 (ii) above.
 - (iv) In addition to look out men, caution order needs to be issued to trains and speed restrictions imposed wherever considered necessary through Employer.
 - (v) Arrangements should be made to protect the track in case of emergency at work site.
 - (vi) All temporary arrangements required during execution should be done in a manner that moving dimension is not fringed.
 - (vii) Individual vehicle/machinery shall not be left unattended at site of work. If it is unavoidable and essential to stable it near running track, it shall be properly secured and manned even during non working hours with all arrangements to protect the track from infringement.
 - (viii) Any material unloaded or shifted along the track should be kept clear of moving dimensions and stacked at a specified distance from running track.
 - (ix) Movement of vehicle/working of machineries should be prohibited at night. However, in case of emergency when night working unavoidable, adequate lighting shall be provided with all protection measured as mentioned above in full force. All night working near IR track shall require Engineer's prior approval.
 - (x) The work site should be suitably demarcated to keep public and passengers away. Necessary signages, boards, such as "work in progress" etc should be provided at appropriate location to warn public/passengers.
 - (xi) Contractor's drivers/operators handling vehicles/machineries shall be issued a fitness certificate by the safety officer of the Contractor after educating them about safety norms and after taking assurance in writing for working within vicinity of railway's track.
 - (xii) While working on cuttings with machineries or when there is movement of vehicles above cutting, if there is possibility of any of the following circumstances, work has to be done under block protection:
 - (a) Any possibility exists for machinery/vehicle after toppling/due to loss of control come over track of infringe it.
 - (b) Chance of machineries/vehicles to come within 3.5 meters from track centre though working beyond it.

3.1.2.3 Works being beyond 6 meters from centre of IR track.

No precautions are needed except in cuttings or where the work can affect train running in any way.

3.1.3 Procedure to be followed for cutting of existing IR formation

Locations where it is necessary to cut the existing IR formation for the construction of the construction of the DFC formation are classified into the following two categories:

(a) Where the distance between the centre line of existing IR track and the proposed DFC track is less than 8 m

(b) Where the distance between the centre line of existing IR track and the proposed DFC track is greater than or equal to 8 m

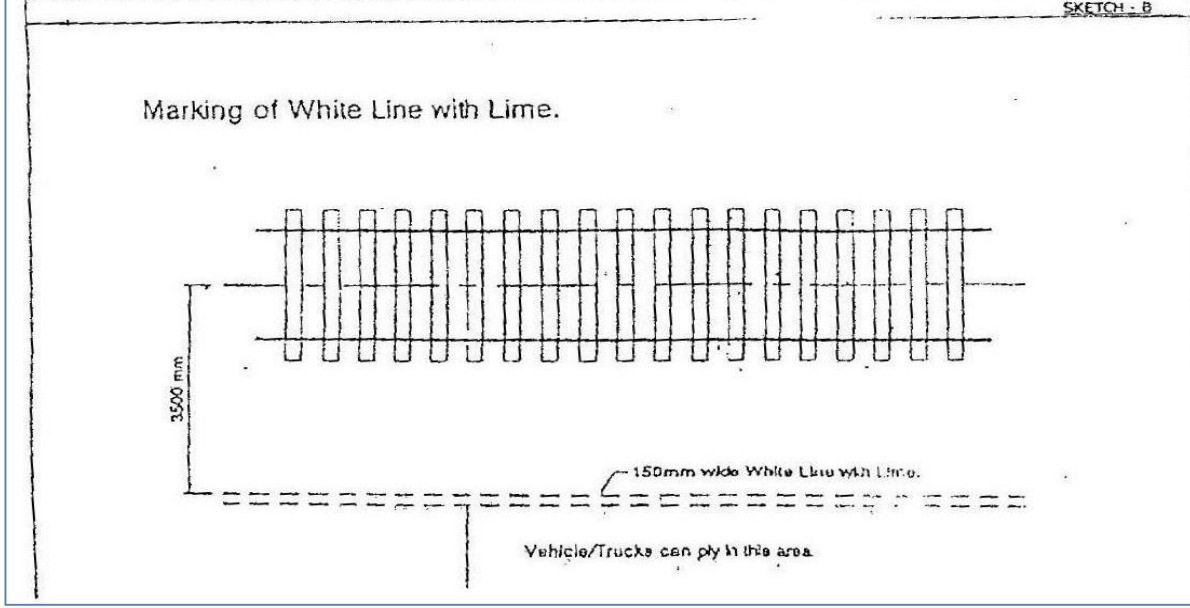
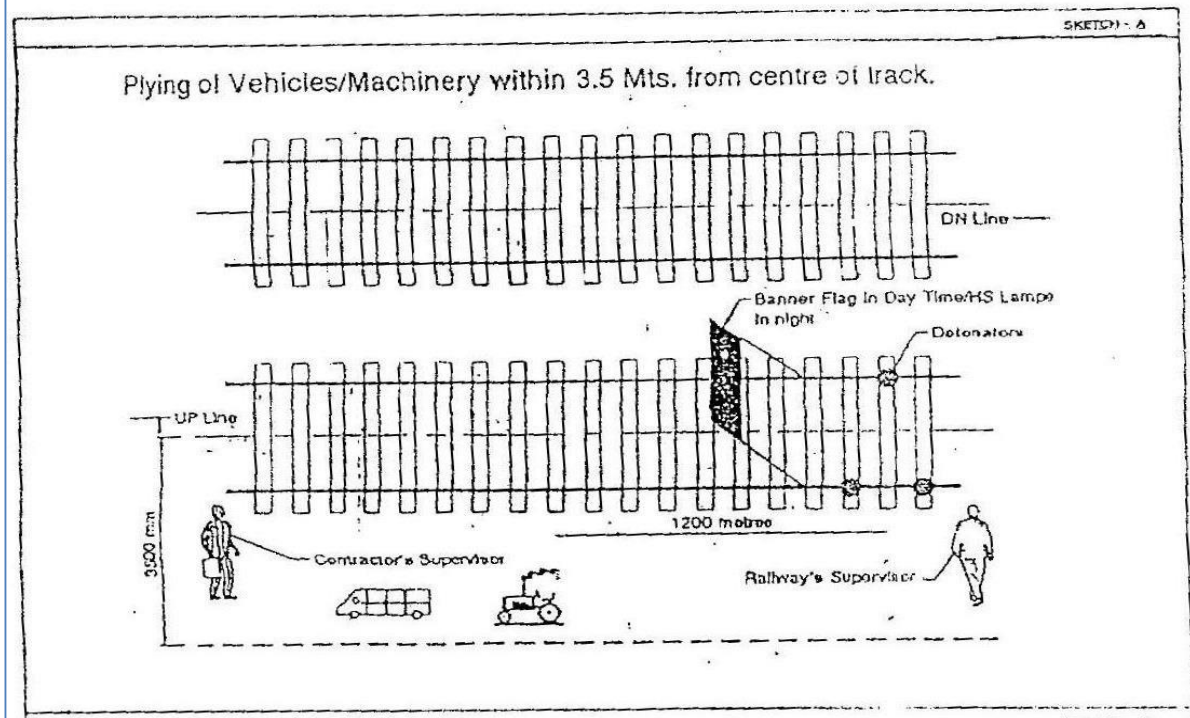
3.1.3.1 Distance between centerlines of IR DFC track is less than 8 m.

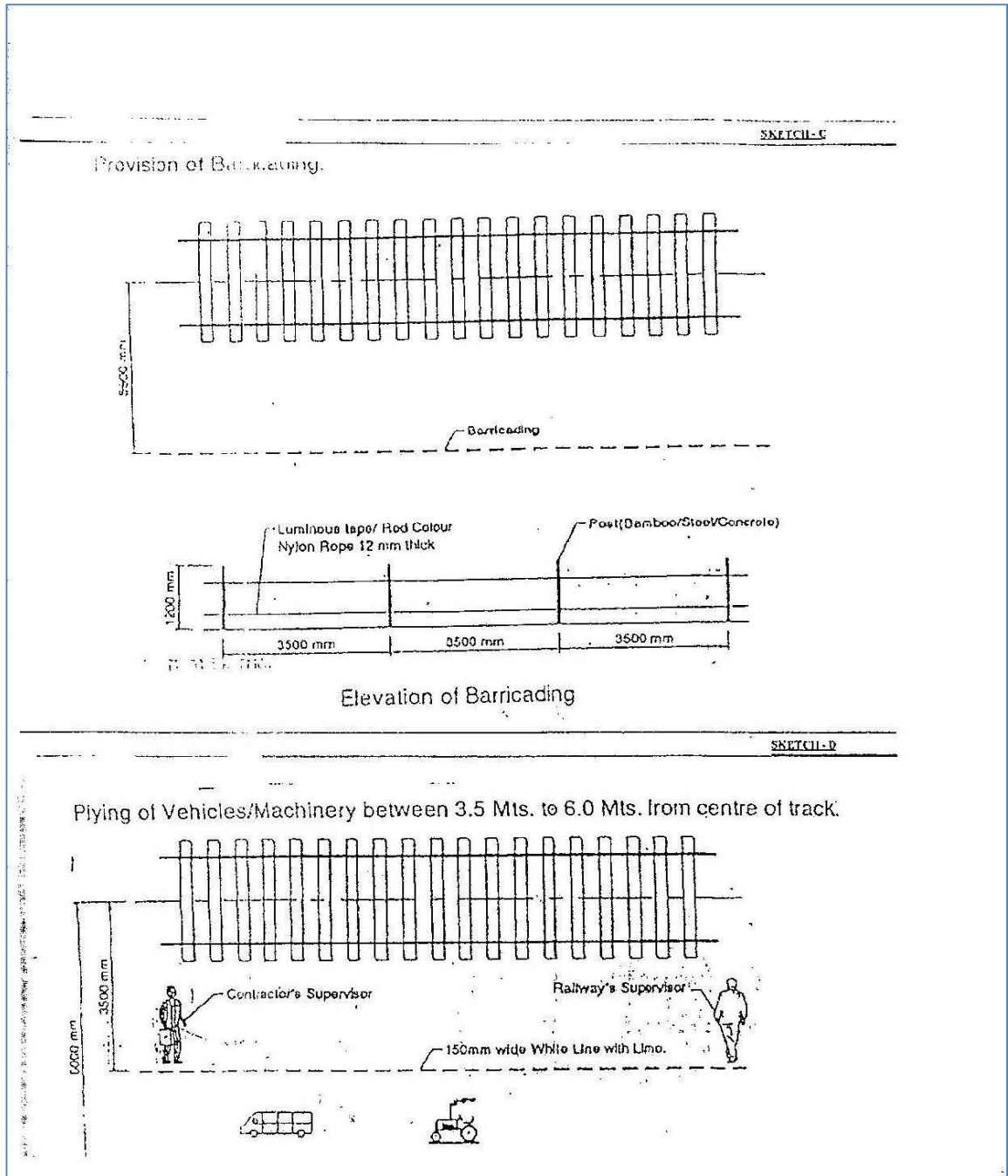
- (i) Such a situation may arise while working in existing IR yards. In such cases, if it is agreed with IR to suspend the nearest IR line for the traffic, the existing IR formation can be cut vertically at a distance of 3.8 m from the centre line of the proposed DFC track for the depth required to provide the formation layers (blanket and prepared sub grade) of the DFC track as per specifications. In case it is not agreed to suspend the traffic on nearest IR line, detailed methodology for the work will be submitted by contractor to the Engineer for the approval and work will be executed accordingly following all safety precautions.
- (ii) Due care and precautions shall be taken to avoid any slippage of the cut. In case of any slippage, damage or disturbance of the IR track formation, the Contractor shall rectify and restore the same to its original configuration at his own cost to the satisfaction of the Engineer.
- (iii) The suspension of the IR line will not be more than two weeks and this portion of the earthwork shall be completed within this period.
- (iv) This work shall not be carried out during monsoon, during rainy days or when the IR formation is in a saturated condition.

3.1.3.2 Distance between centerlines of IR and DFC track is greater than or equal to 8 m.

- a. While constructing the bank by the side IR running track, benching of existing slope shall be done, before new earthwork is taken up, to provide proper bonding between old and new earthworks, It should be ensured that there is no humus material left on the benched slope. Care need to be taken to avoid entry of rain water into the formation from this weak junction to avoid development of weakness in formation, slope failure, maintenance problems due to uneven settlement.
- b. Starting from the toe, benching at every 30 cm height shall be done on the sloped surface of existing IR bank as in sketch below, so as to provide proper amalgamation between old and new earthwork.

SAFTY/PROTECTION ARRANGEMENT SKETCHES





Part III

Chapter II

CODES & SPECIFICATIONS TO BE FOLLOWED

3.2 CODES & SPECIFICATIONS TO BE FOLLOWED

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

3.2.2 Ballast

- a) IRS-GE-1, June 2016 'Specifications for Track Ballast' issued by RDSO
- b) IS: 2386 Part III-1963
- c) IS: 2386 Part IV-1963

3.2.3 Civil Structures

- a) DFC Schedule of Dimensions.
- b) Indian Railway Schedule of Dimensions (SOD)
- c) Indian Railways Unified Standard Schedule of Rates (Formation works, Bridge Works and P.Way Works), 2019 and Indian Railways Unified Standard Specifications (Formation works, Bridge Works and P.Way Works), 2019
- d) Indian Railways Unified Standard Schedule of Rates, 2012 and Indian Railways Unified Standard Specifications, 2010

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

Part III

Chapter III

PRIORITY OF DOCUMENTS

3.3 PRIORITY OF DOCUMENTS

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

1. The Contract agreement
2. The Letter of Award
3. The Preamble & General Instructions to Tenderers
4. The Schedules
5. Special Conditions of Contract (SCC)
6. General Conditions of Contract (GCC)
7. Technical Specifications and Additional Technical Specifications as part of Special Conditions
8. Any other documents forming part of Contract

PART-III

CHAPTER - IV

MILESTONES AND TIME SCHEDULE

MILESTONES AND TIME SCHEDULE**4.1.1** Time Schedule:**4.1.1.1** **Time of start and completion:**

The time allowed for execution of the works is **6 (Six Months)** from the date of issue of Letter of Acceptance (LOA) from DFCCIL.

The contractor shall be expected to mobilize to the site of works and commence execution of the works within **07 (days)** from issue of Letter of Acceptance by DFCCIL. The contractor shall be expected to complete the whole work ordered on the contractor within 6 (Six months) from the date of issue of Acceptance Letter by DFCCIL.

If the contractor commits defaults in commencing execution of the works as afore stated, DFCCIL shall without prejudice to any other right to remedy, be at liberty to take action for termination of contract as per GCC.

4.1.1.2 Progress of works:

Within a period of 14 days from the issue of Letter of Acceptance, the contract shall submit a schedule for completion / program for execution of all works within the completion period stipulated in the LOA. The contractor shall submit the programme of work identifying the resource requirement i.e., resource loaded for all the activities in consistence with milestone target envisaged below. The chart shall be prepared in direct relation to the time stated as 6 months for the completion of the works as the milestone targets specified below of these special conditions. It shall indicate the forecast of the dates of commencement and completion of various activities of the work and may be amended as necessary by agreements between the Employer and the contractor within the overall completion period. The program shall also indicate the dates by which the inputs required from Employer is expected and same shall be communicated to Employer for timely arrangement. The issues to be addressed and inputs required from the Employer shall be flagged and intimated to Employer well ahead of time, preferably 7 days before these are required as per program.

4.1.1.3 Monthly Progress Update:

The Contractor shall ensure that the schedule is current and accurate and is properly and timely monitored, updated and revised as project conditions may require and as required by the Contract documents. There shall be monthly update of Schedule which shall show up-to date and accurate progress of the Works, and shall forecast the completion date for activities in progress based on the contract baseline schedule. The monthly schedule update shall be prepared by the Contractor and report shall be submitted to Employer on Monthly basis by the 5th of each month indicating progress made against each activity, resources deployed, recovery plan, if any, assistance requirement from Employer, if any.

4.1.2 Achievement of milestone progress:

In order to ensure progress during the execution of the work the contractor will be expected to achieve the following milestone targets ahead of dates mentioned against each. Failure to achieve accomplished milestone targets within allocated timeframe, save for reason accepted as laid by the Engineer shall create and constitute the ground for failure on the part of contractor for maintaining progress of the work as per agreed programme.

S. No.	Milestone Targets	Time allocated within which to achieve completion
1.	Physical commencement of work and mobilization of equipment	D + 7 days
2.	Submission of detailed Schedule of Completion /Program of Execution	D + 14 days
3	Full mobilization of plant, machinery, men and material	D + 14 days
4.	Supply, stacking and loading of Ballast @ monthly rate of about 2000 cum	D + 180 days

Note:

“D” is the date of issue of Letter of Acceptance by DFCCIL to the contractor.

1. These Milestones shall be further broken down and planned in detailed on MS Project/ Primavera.
2. Formation shall be handed over to track contractor as soon as it is ready in sequential manner.

PART-IV

Tender Annexures, Forms & Financial Offer

Annexures /form no.	Subject
Annexure no I	Tender form
Annexure no II	Agreement for zone contract (Not Applicable for this Tender)
Annexure no III	Work order under zone contract (Not Applicable for this Tender)
Annexure no IV	Contract agreement of works
Annexure no V	Format for certificate to be submitted / uploaded by tenderer along with the tender documents
Annexure no VI	Tenderer's credentials (bid capacity) (Not Applicable for this Tender)
Annexure -VIA	(Bid security) bank guarantee bond from any scheduled commercial bank of India.
Annexure -VIB	Annual contractual turnover data for the previous 3/4 years
Annexure no VII	Proforma for time extension
ANNEXURE - VIIA	Proforma of 14 days' notice for offloading of part of contract
ANNEXURE - VIIB	Notice for part of contract work offloaded
Annexure no VIII	Certificate of fitness
Annexure no IX	Proforma of 7 days' notice for works as a whole/ in parts
Annexure no X	Proforma of 48 hrs. Notice for whole work
Annexure no XI	Proforma of termination notice
Annexure no XII	Proforma of 48 hrs. Notice
Annexure no XIII	Proforma of termination notice
Annexure no XIV	Final supplementary agreement
Annexure no XV	Agreement towards waiver under section 12(5) and section 31a (5) of arbitration and conciliation (amendment) act
Annexure no XVI	Performance Bank Guarantee
Form no.1	Schedule of Prices & Total Prices Tender schedule
Form no. 2	Tenderer's credentials
Form no 2A	Technical eligibility criteria details
Form No.2B	Statement of works in progress for bid capacity (Not Applicable for this Tender)

Form-2C	Applicant's party information form
Form no. 3	ECS/ NEFT / RTGS mandate form
Form no. 4	Sample standing indemnity bond for "on account" payments
Form no.5	Pre contract integrity pact
Form No. 6	Anti-profiteering declaration to whomsoever it may concern
Form no 7	Draft memorandum of understanding (MOU) for Joint venture participation. (Not Applicable for this Tender)

TENDER FORM

Tender No: - DFCC-DDU-EL-US-OHE-T001

Name of Work: Design, Supply, Erection, Testing & Commissioning of OHE for modification due to ROB-2(NHAI).

To

The President of India

Acting through the Chief General Manager/ DFCCIL/DDU

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 DFCCIL/ 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 DFCCIL that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
- 4.(a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is withand 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)

AGREEMENT FOR ZONE CONTRACT

Deleted

WORK ORDER UNDER ZONE CONTRACT

Deleted

DFCCIL

CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ 20____ between President of India acting through the DFCCIL Administration hereafter called the "DFCCIL" of the one part and _____ herein after called the "Contractor" of 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 Railways/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 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.

Contractor _____ (Signature) DFCCIL: Designation _____
 Address _____ (For President of India)
 Date _____ Date _____

Signature of **Witnesses** (to Signature of Contractor) with address:

Witnesses:

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

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

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

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian DFCCIL website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the DFCCIL Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by DFCCIL/Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto five 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 besides any other action provided in the contract including banning of business for a period of upto five 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.*

This certificate is to be given by each member of JV or Partners of Partnership firm/LLP/etc.

(As per advance Correction Slip No. 1, Letter No. 2022/CE-I/CT/GCC-2022/Policy Dated-14.07.2022)

TENDERER'S CREDENTIALS (BID CAPACITY) (Not Applicable)

For tenders having advertised value more than Rs 20 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

$$\text{Available Bid Capacity} = [A \times N \times 2] - 0.33 \times N \times B$$

Where,

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

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

B = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender.

Note:

(a) The Tenderer(s) shall furnish the details of -

(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and

(ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of DFCCIL for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(b) In case if a bidder is JV, the tenderer(s) must furnish the details of

(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and

(ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of DFCCIL for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished. The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(c) Value of a completed work/work in progress/work awarded but yet not started for 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 bid capacity in the tender under consideration.

(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".

(e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.

(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he

has been found eligible in other eligibility criteria/tender requirement.
(As per Advance Correction Slip No. 1, As per Letter No. 2022/CE-I/CT/GCC-
2022/Policy Dated-14.07.2022)

(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,
Chief General Manager/DFCCIL/DDU,

Beneficiary: DFCCIL

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through----- (**Designation & address of Contract Signing Authority**), DFCCIL,, (hereinafter called "The DFCCIL") having invited the bid for_____ through Notice inviting tender (NIT) No.._____, We have been informed that [**Insert name of the Bidder**]..... (**hereinafter called "the Bidder"**) intends to submit its bid (hereinafter called "the Bid") .

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

AND

WHEREAS, [**Insert Name of the Bank**], with its Branch [**Insert Address**] having its Headquarters office at..... [**Insert Address**], hereinafter called the **Bank**, acting through [**Insert Name and Designation of the 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 DFCCIL:

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 DFCCIL 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 DFCCIL any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the 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 DFCCIL without any reference to the Bidder and without the 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

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

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

Date

Place.....
signature(s)

Bank's Seal and authorized

[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

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

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

NAME OF BIDDER/JV PARTNER:

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

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. _____

(Signature of Chartered Accountant)

Name of CA:

Registration No: _____

(Seal)

ANNEXURE - VII

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 liquidated damage fixed earlier*) will be recovered from you as mentioned in Clause 17B 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 President of India

**PROFORMA OF 14 DAYS NOTICE FOR OFF LOADING 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

For and on behalf of the President of India

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

For and on behalf of the President of India

ANNEXURE – VIII

Reference Para 60.(2)

CERTIFICATE OF FITNESS

1. (a) Serial Number _____
(b) Date _____
 2. Name of person examined _____
 3. Father's Name: son/daughter of _____
Residing at _____
 4. Sex _____
 5. Residence: _____
 6. Physical fitness _____
 7. Identification marks _____
 8. Date of birth, if available, and/or certified age _____
I certify that I have personally examined (name) _____ who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is _____ years.
- I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.
9. Reasons for :
 - (a) Refusal to grant certificate, or _____
 - (b) Revoking the certificate _____

Signature or left hand

Thumb impression of the person examined.

Signature of Certifying Surgeon

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

ANNEXURE – IX

**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 through various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/ part of work (details of part of work 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 7 days' notice in accordance with Clause 62 of the 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 President of India

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 the 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 the 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 be 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 any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

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 the 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 President of India

ANNEXURE – XII

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 the 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 the 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 President of India

ANNEXURE - XIII

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 the 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 President of India

FINAL SUPPLEMENTARY AGREEMENT

1. Articles of agreement made this day _____ in the year _____ between the President of India, 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 President of India

Witnesses _____

ADDRESS: _____

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.

Format of Bank Guarantee for Performance Security

Bank Guarantee No.:

.....

Dated :.....

To,

Dedicated Freight Corridor Corporation of India Limited, Metro Station Building Complex 5th Floor, Pragati Maidan, New Delhi

Acting through Chief General Manager, Dedicated Freight Corridor Corporation of India Ltd. Manas Nagar Railway Colony, Near RPF Post, Pt. Deen Dayal Upadhyay, Post Office: Alinagar, Chandauli- 232100, Uttar Pradesh

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

This deed of guarantee made this day of _____ Between _____ (Name of Bank) having registered office at _____ (hereinafter referred to as "Bank") of the one part, and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the "Client") of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. _____ for _____ (hereinafter called "the Contract") to _____ (Name of the Firm/ Consultant) having its registered office at _____ (hereinafter called the Firm/ Consultant).

AND WHEREAS the Firm/ Consultant is bound by the said Contract to submit to the Client an irrevocable performance security guarantee bond for a total amount of Rs. _____ (Rupees Amount in words).

Now, we the undersigned (name of the Bank official), 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 agrees 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. ----- (in words) only.

We ----- (indicate the name of Bank), further undertake to pay to the Employer any money so demanded not withstanding 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 discharges 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 at all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by ----- (Designation and 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.

Not with standing 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 to 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 forbearance 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 expression “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. ----- (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 :.....

TENDERER'S CREDENTIALS

S. No	Description
1.	For technical experience/competence, give details of similar completed works during the last Seven financial years in the Performa given in Form-2A
2.	Bid Capacity- Details of Existing Commitment and Balance Work Form-2B
3.	Give constitution of your firm. Attach certified copies of legal documents in support thereof. Form-2C

TECHNICAL ELIGIBILITY CRITERIA DETAILS

Details of the similar works completed (as per Para 10 of Preamble and General Instruction to Tenders)

Similar Contract No.		
Contract Identification		
Award date		
Completion date		
Role in Contract	Prime Contractor	Member in JV
Total Contract Amount (Rs.)		
If member in a JV, Specify participation in total contract amount	[insert a percentage amount]	Total contract amount in Rs.
Total work done (Final Bill/Last Bill paid in case final bill under preparation)		
Amount of work executed having similar nature of work i.e “Any Electrical Work”		
Employer’s Name: Address: Telephone/Fax number E-Mail:		
Description of the similarity in accordance with Criteria as per Para 10 of Preamble and General Instruction to Tenders		

Note:-The Bidder shall attach certified work completions certificates / certified copy of final bill/last bill paid issued by clients for Any Electrical Work. In case main contract is not exclusively for Any Electrical Work, the client’s certificate indicating the amount of executed work for Any Electrical Work shall be attached by the bidder.

In case above documents clearly showing the amount of work done for similar nature of work i.e. “Any Electrical Work” are not submitted by the bidder at the time of submission, his bid will be treated as invalid and shall not be considered for evaluation.

Signature of the
Tenderer with Seal

Statement of Works in Progress for Bid Capacity

BID CAPACITY- DETAILS OF EXISTING COMMITMENT AND BALANCE WORK

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

Name of Tenderer/JV partner:

S.N	Name and place of work	Organization for whom work is being carried out	Date of award of contract. Contract Agreement No. & Date	Original Cost of Work/ Revised Cost (Up to latest corrigendum)	Date of Completion (Original / Extended)	Payment Received till date of opening of present tender	Balance amount of the work to be executed	B' value of work to be done in 'N' years

Note:-

Where

A= (Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress) = Rs.....

N = (Number of years prescribed for completion of work for which bids has been invited).
.....Years

B = (Existing commitments and balance amount of ongoing works with the tenderer as per the above format for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender) = Rs.....

Calculated Bid Capacity of the Tenderer / JV Partner $[AxNx2 - 0.33xNxNxB]$ = Rs.....

2. This statement should be submitted duly verified by Chartered Accountants.

APPLICANT'S PARTY INFORMATION FORM

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

Signature of the
Tenderer with Seal

**ECS / NEFT / RTGS
MANDATE FORM**

Date:

To,
Dy.CPM/Finance
DFCCIL/DDU
Sub: ECS / NEFT / RTGS payments

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

Name of Bank	
Name of City	
Bank Code No	
Name of Bank Branch	
Branch Code No	
Address of Bank Branch	
Telephone Number of Bank Branch	
Fax No of Bank Branch	
Name of customer / Tenderer as per account	
Account Number of Tenderer appearing on cheque book	
Type of Account (S. B. / Current / Cash credit)	
IFSC code for NEFT	
IFSC code for RTGS	
9-Digit-code number of the bank and branch appearing on the MICR cheque issued by the bank.	
Details of Cancelled Cheque leaf	
Telephone no of tenderer	
Cell Phone Number of the tenderer to whom details with regard to the status of bill submitted to Accounts Office i.e. 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

SAMPLE
STANDING INDEMNITY BOND FOR "ON ACCOUNT" PAYMENTS

(On paper of requisite stamp value)

We, M/s _____ hereby undertake that we hold at our stores Depot/s at _____ for and on behalf of the Managing Director/ DFCCIL acting in the premises through the Chief General Manager/ DFCCIL/ DDU or his successor (hereinafter referred to as "The Employer") all materials for which "On Account" payments have been made to us against the Contract for (_____)

_____) on the section DFCCIL also referred to as Group/s _____ vide letter of Acceptance of Tender dated _____ and material handed over to us by the employer for the purpose of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him.

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

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

Dated this day _____ day of _____ 200 For and on behalf of
 M/s _____ (Contractor) Signature of witness
 Name of witness in Block letter. Address.

PRE CONTRACT INTEGRITY PACT**General**

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

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

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

NOW, THEREFOR,

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

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

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure Contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its Officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows: **Commitments of the CLIENT**

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

found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the Contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the Contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage) in order to secure the Contract or in furtherance to secure it and in particular committee itself to the following: -
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contractor any other Contract with the Government for showing or for bearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
 - 3.3 *BIDDER shall disclose the name and address of agents and representatives and Indian BIDDER shall disclose their foreign principals or associates.
 - 3.4 * BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the CLIENT that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the Contract to the BIDDER nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER either while presenting the bid or during pre-contract negotiations or before signing the Contract shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the Contract and the details of services agreed upon for such payments.
 - 3.7 The BIDDER will not collude with other parties interested in the Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Contract.
 - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
 - 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - 3.12 If the, BIDDER or any employee of the BIDDER or any person acting on behalf of the

BIDDER, either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial Interest/stake in the Bidder's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

4. Previous Transaction

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER's from the tender process.

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

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments: -

- i. Bank draft or a pay order in favour of _____.
- ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof or payment.
- iii. Any other mode or through any other instrument (to be specified in the RFP).

5.2 The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the article pertaining to performance Guarantee in the Contract that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by CLIENT to the BIDDER on earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER shall entitle the CLIENT to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the Contract is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- (iii) To immediately cancel the Contract, if already signed, without giving any compensation to the [A].
- (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state

bank of India, while in case of a BIDDER from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to BIDDER from the CLIENT in connection with any other Contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

6.2 The client will entitledtotakealloranyoftheactionsmentionedatpara6.1(i)to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act,1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause

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

8. Independent Monitors

8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he

will so inform the Authority designated by the CLIENT

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDOER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be und 'contractual obligation to treat the information and documents of the

[A] With confidentiality.

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

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

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall exte4nd all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

13. The parties here by sign this integrity pact at.....On.....

CLIENT

BIDDER

Name of the Officer

Designation

Dept./Ministry/PSU

Witness

1. _____

2. _____

Witness

1. _____

2. _____

Form No. 6**ANTI-PROFITEERING DECLARATION TO WHOMSOEVER IT MAY CONCERN**

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

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

Signature of the Authorized signatory/ person

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

Name of the Organization and Seal

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

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

M/s Having its registered office at (Hereinafter referred to as) acting as the Lead Partner of the first part,

and

M/shaving its registered office at (Hereinafter referred to as `.....') in the capacity of a Joint Partner of the other part.

and

M/shaving its registered office at (Hereinafter 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 their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party"

WHEREAS:

Dedicated Freight Corridor Corporation of India Limited (DFCCIL) [hereinafter 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/sshall 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 before securing 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 proportionate share in the Joint Venture is as under:
 - (a) Lead Partner;
 - (i)
 - (ii)
 - (iii)
 - (b) Joint Venture Partner
 - (i)
 - (ii)
 - (iii)

[Similar details to be given for each partner]

5. JOINT AND SEVERAL RESPONSIBILITIES

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 indirectly 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 hereto 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)

(Seal)

(Seal)

Witness

1..... (Name & Address)

2..... (Name & Address)

Notes: (1) In case of existing joint venture, the certified copy of JV Agreement may be furnished.

Chapter II
FINANCIAL OFFER

S. No	Schedule of Items	Unit	Qty	Rate	Amount
Schedule-A	Supply and dumping of 50 mm gauge machine crushed track ballast (hard stone) conforming to RDSO Specification IRS-GE-1 June 2016 (as Updated) any IR Railway siding as directed by the engineer in charge as per standard specification and special tender condition. The rates shall include leading and loading Railway ballast collected at yard /Depot/Mid-section into Railway BOBYN and other type of wagon, using JCB or any other approved mechanism method with all descent, ascent taxes etc. with all leads and lift complete as per specification and as directed by Engineer in charge it also include levelling as clearing the space for stacking including all lead lift, ascent, descent, handling, rehandling crossing of sand dunes, nallah, streams , track and all other obstructions with all taxes Royalty etc and all other charges including making approach wherever required as a complete Job for BG Railway Track for pan Wagons on DFCCIL track and unloading will be done by DFCCIL in between KTQN-KWDN Station under DFC/DDU section of EDFC.(Inclusive of 5% GST)	CUM	9,800.00	1,815.54	1,77,92,328.75
Schedule-B	Transporting ballast from Railway siding to DGON-KTQN section of DFC including all other Associated costs.	CUM	9,800.00	471.38	46,19,566.88
Total (inclusive of 5%GST)					2,24,11,895.63
1. Contractor is free to load the ballast at any Railway siding					
2. The Lowest tender will be decided on the basis of lowest total cost (sum of schedule-A and Schedule-B) per cum of ballast quoted by bidder.					
3. Any Wharf age and demurrage imposed on contractor by IR due to delay in arranging traffic block by DFCCIL for unloading of ballast in section has to be reimbursed by DFCCIL					
4. The name of probable quarries has to be indicated by contractor at time of tendering itself. Afterwards it can be changed only with approval of DFCCIL. However, the payment will be done as per awarded rate only					
5. All the quality checks on ballast shall be done by DFCCIL at the ballast loading point itself .All lodging and boarding cost of DFCCIL personnel is to borne by DFCCIL. The contractor shall inform DFCCIL for doing quality checks well in advance in order to avoid any delay in supply of ballast					
6. The rates are inclusive of 5% GST.					

Quoting of rates

1. The above price is inclusive of GST @5%.
2. Tenderer is not allowed to quote for individual section(s).
3. Tenderer should offer rate in above table in % below, above and at par in figures as well as in words.
4. Tenderer must sign the following certificate.

I/We offer and agree to execute the above work at rate uploaded on line at www.ireps.gov.in through digital Signature.

Signature of tenderer with seal

END OF DOCUMENT
