



**Tender No. : PRYJ (W)/EL/High Mast Lighting/2023/T/01**

**E- TENDER DOCUMENT FOR**

**Electrical Works in connection with Provision of High Mast lighting at the Station Yard Area in New Manauri, New Sujatpur, New Rasulabad, New Malwan, New Kanpur & New Bhimsen station of Prayagraj West Unit.**

**Two Packet  
OPEN E-TENDER**

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

**GM-CO/PRYJ (W)/DFCCIL OFFICE  
2<sup>nd</sup>Floor, OCC Building, Jhalwa, Subedarganj  
Prayagraj-211011**

Signature Not  
Verified

Digitally signed by

RAJNATH

Date: 2023.06.06

18:21:50 +05'30'

Reason: IREPS-CRIS

Location: New Delhi

**INDEX**

<b>PART</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
<b>PART – I</b>	Instructions to bidders for Online bidding& Check List	3-7
<b>PART – II</b>	General Information / Data sheet	8-9
<b>PART – III</b>	General Condition of Contract	10-11
	General Instructions to Tenderers	12-30
<b>PART – IV</b>	Special Conditions of Contract (General)	31-59
<b>PART – V</b>	Special Conditions of Contract (Safety Precautions)	60-67
<b>PART – VI</b>	Special Conditions of Contract (Technical) & Technical Specifications	68-78
<b>PART - VII</b>	Tender Forms & Annexures	79-143

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

# **Instructions to Bidders For Online Bidding & Check List**

**PART-I****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 (ireps.gov.in), a Government of India Undertaking. Benefits to Suppliers/ service providers are outlined on the Home page of the portal.

**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 – TO Equeries.

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

<b>DFCCIL Contact- 1</b>	<b>Sh. Rajnath Yadav</b>
<b>Telephone/Mobile No.</b>	<b>9793268881</b>
<b>E-mail ID</b>	<a href="mailto:rnyadav@dfcc.co.in">rnyadav@dfcc.co.in</a>
<b>DFCCIL Contact- 2</b>	<b>Sh. Pankaj Jaiswal</b>
<b>Telephone/Mobile No.</b>	<b>7307014723</b>
<b>E-mail ID</b>	<a href="mailto:pankajjaiswal@dfcc.co.in">pankajjaiswal@dfcc.co.in</a>

**7. Modification / Withdrawal of bids:**

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 No Bid shall be modified / withdrawn by the Applicant on or after the Bid Due Date & time.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

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

**9. Other instructions**

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

**B. Check list for Mandatory Annexures:-**

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

**10.1** Annexure I (Firm Details), Annexure II (Tender Certificate), Annexure IV-A/IV-B/IV-C (Completion Certificate), Annexure-V (Bid Capacity), Annexure-D, Annexure-XIX, Annexure VIII (CA certificate on letterhead), Annexure XXIII (Information regarding Railway/DFC/Gazetted Employee) any other Annexures as applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ DFCCIL  
**TENDER FORM (First Sheet)**

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

Name of Work \_\_\_\_\_

To

The President of India

Acting through the

**General Manager -Co/PRYJ(W) ,**

**Dedicated Freight Corridor Corporation of India Limited,**

**2<sup>nd</sup> Floor, OCC Building, Jhalwa, Subedarganj Prayagraj-**

**211011.**

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 \_\_\_\_\_ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within \_\_\_\_\_ months from the date of issue of letter of acceptance of the tender.

2.I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3.A Bid Security of ₹ \_\_\_\_\_ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4.(a) I/We am/are a Startup firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid upto ..... (Copy enclosed) and hence exempted from submission of Bid Security.

5.We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.

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

Signature of Witnesses:

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

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

\_\_\_\_\_

Signature of Tenderer(s)

Date \_\_\_\_\_

Address of the Tenderer(s)

\_\_\_\_\_

# **GENERAL INFORMATION/ DATA SHEET**



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

Tender Notice No.	PRYJ (W)/EL/High Mast Lighting/2023/T/01
Name of the work	<b>Electrical Works in connection with Provision of High Mast lighting at the Substation Yard Area in New Manauri, New Sujatpur, New Rasulabad, New Malwan, New Kanpur &amp; New Bhimsen station of Prayagraj West Unit.</b>
a) Tender Value	<b>Rs1,46,24,408.73/-(Rupees One Crore Fourty Six Lakhs Twenty-Four Thousand Four Hundred Eight and Seventy-Three Paise only) Including GST @18 %.</b>
b) Completion Period	<b>04 Months (From the date of issue of LOA)</b>
c) Type of Bid	<b>Two packet</b>
d) Earnest Money	<b>Rs. 2,23,100/- (Rupees Two Lakh Twenty Three Thousand One Hundred Only)</b>
e) <b>Date of Sale Online)- Start</b>	<b>06.05.2023 and time 11:00hrs</b>
f) Last date and Time of online submission of Tender on website ireps.gov.in	<b>On or before Date 05/06/2023 and time15:00hrs</b>
g) Date and Time of Opening of Tender	<b>On or before Date 05/06/2023 and time15:30hrs</b>
h) Validity of offer	<b>60 Days</b>

**NOTE:**

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

**(GENERAL CONDITIONS OF CONTRACT)**

**GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract 2022 of the Indian Railways shall be followed with its latest correction slips and amendments issued from Indian Railways.

The General Conditions of Contract 2022 of the Indian Railways, 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 mentioned in tender documents. The condition mentioned in special condition of contract will prevail. However DFCCIL's decision in this connection shall be final and binding.

# **GENERAL INSTRUCTION TOTENDERERS**

**PART-III**  
**GENERAL INSTRUCTIONS**

1.0	For the purpose of this tender in DFCCIL, stipulations and conditions as specified in Indian Railways Standard General Conditions of Contract slips (will be referred as GCC- 2022 in the document) as amended/corrected up to latest correction will be applicable, copies of which can be seen in the office of GM-CO/PRYJ/West DFCCIL, Prayagraj.
1.1	<p><b>DEFINITIONS AND INTERPRETATION</b></p> <p><b>(A) Definition:</b> -In these General conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires: -</p> <ul style="list-style-type: none"><li>a. "Railway" shall mean the President of the Republic of India or the Administrative Officers of the DFCCIL or of the Successor DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.</li><li>b. "Engineer" and Employer's Engineer shall mean the Chief General Manager/General Manager-Co of DFCCIL appointed by DFCCIL.</li><li>c. "Engineer's Representative" shall mean the JPM/APM / PM / Dy. CPM / Add. CPM of DFCCIL in direct charge of the work and shall include any Jr. Executive /Executive/Sr. Executive, JPM/APM/PM /Dy.CPM/CPM/GM of DFCCIL of Civil Engineering / Signal &amp; Telecommunication Engineering / Electrical Engineering Department appointed by the DFCCIL and shall mean and include the Engineer's Representative of the successor DFCCIL.</li><li>d. "Contractor" shall mean the person / Firm / Company whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns.</li><li>e. "Contract" shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of DFCCIL modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract.</li><li>f. "Works" shall mean the works to be executed in accordance with the contract.</li><li>g. "Specifications" shall mean the Specifications for materials and works referred / mentioned in tender documents.</li><li>h. "Schedule of rates of Railway" shall mean the schedule of rates issued under the authority of the chief engineer from time to time and shall also include Rates specified in tender document.</li><li>i. "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.</li><li>j. "Constructional Plan" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but do not include materials or other things intended to form or forming part of the permanent work.</li><li>k. "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.</li></ul>

**Tender No.: PRYJ (W)/EL/High Mast Lighting/2023/T/01**

	<p>l. "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.</p> <p>m. "Period of Maintenance" shall mean the defect liability period from the date of completion of the works as certified by the Engineer.</p> <p><b>(B) Singular and Plural:</b> - Words importing the singular number shall also include the plural and vice versa where the context requires.</p> <p><b>(C) Headings &amp; marginal headings:-</b>The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.</p>
2.0	<b><u>EARNEST MONEY</u></b>
2.1	For the subject tender, the Earnest Money deposit shall be Rs. <b>2, 23,100/-</b> and shall be governed by Para 5.1.1/ 5.1.2/5.1.3 below.
2.1.1	<p>(a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender.</p> <p>Note :</p> <p>(i) The earnest money shall be rounded off to the nearest Rs. 100. This earnest money shall be applicable for all modes of tendering.</p> <p>(ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit detailed above.</p> <p>(iii) Labor Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.</p> <p>(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not rescind from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.</p> <p>(c) If his tender is accepted this earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.</p> <p><b>As per Clause No. 5 – 1 (a) of Part-I of GCC APRIL-2022, with up to date correction slip</b></p>
2.1.2	<p>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 <b>Annexure- Z</b> and shall be valid for a period of 90 days beyond the bid validity period.</p> <p><b>As per Clause No. 5 –(2) of Part-I of GCC APRIL-2022, with up to date correction slip</b></p>

**Tender No.: PRYJ (W)/EL/High Mast Lighting/2023/T/01**

<p>2.1.3</p>	<p>In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:</p> <ol style="list-style-type: none"> <li>i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.</li> <li>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.</li> <li>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.</li> <li>iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.</li> <li>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.</li> <li>vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “<b>Bid for the ***** Project</b>” 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.</li> <li>vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.</li> <li>viii. If the envelope is not sealed and marked as instructed above, the DFCCIL assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.</li> </ol> <p><b>As per Clause No. 6 of Tender Form (second sheet) Annex.I of Part-I of GCC APRIL-2022, with up to date correction slip</b></p>
	<p align="center"><b>Annexure –Z</b></p> <p align="center"><b>(Bid Security)</b></p> <p align="center">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)?</p> <p><b>Name of the Bank: -----</b></p> <p>GM-CO, DFCCIL/Prayagraj West, Acting through ....., ..... DFCCIL, Beneficiary: DFCCIL New Delhi Date:..... Bank Guarantee Bond No.:                      Date:-----</p> <p>In consideration of the GM-CO, DFCCIL/Prayagraj West (<b>Designation &amp; address of Contract Signing Authority</b>), ....., .... (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") .</p> <p>WHEREAS, the Bidder is required to furnish Bid Security for the sum of [<b>Insert required Value of Bid Security</b>], in the form of Bank Guarantee, according to conditions of Bid.</p> <p align="center"><b>AND</b></p>

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

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 New Delhi 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 –

NAME	DFCCIL New Delhi
IFSC CODE	UBIN0546836
BANK ACCOUNT NUMBER	302701010652598
BANK NAME	UNION BANK OF INDIA
BRANCH NAME	MOTI BAGH BRANCH
CITY NAME	NEW DELHI 110066.

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.....

Bank's Seal and authorized signature(s)



**Tender No.: PRYJ (W)/EL/High Mast Lighting/2023/T/01**

	<p align="right">[Name in Block letters] .....</p> <p align="right">[Designation with Code No.].....</p> <p>[P/Attorney] No.</p> <p>Witness:  1 Signature, Name &amp; Address &amp; Seal  2 Signature, Name&amp; address &amp; Seal</p> <p align="right">Bank's Seal  [P/Attorney]No.</p> <p><b>Note:</b>1. All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.  <b><u>2. This bank detail only use for submission of Bid Security in the form of Bank Guarantee.</u></b></p>
3.0	<b><u>ELIGIBILITY CRITERIA</u></b>
3.1	<p><b>Technical Eligibility Criteria</b></p> <p>The tenderer must have successfully or substantially* completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:  Three similar works, each costing not less than the amount equal to 30% of advertised value of the tender,  <b>OR</b>  Two similar works, each costing not less than the amount equal to 40% of advertised value of the tender,  <b>OR</b>  One similar work, each costing not less than the amount equal to 60%of advertised value of the tender.</p> <p><b>Note: The similar nature of work is defined as-“Satisfactory execution of any electrical work related to Services Building/Staff quarters/ office buildings/ Road &amp; colony lighting/ circulating area lighting / Yard Lighting/ washing Pit, Shed &amp; workshop /HT or LT installations.”</b></p>
3.2	<p><b>Financial Eligibility Criteria:</b> The tenderer must have minimum average annual contractual turnover of <b>V/N or V whichever is less</b>; 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.  For this tender V= Rs. 1,46,24,408.73, N= 4 months; minimum average annual contractual turnover of Rs. 1,46,24,408.73</p> <p>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.</p> <p>The tenderers shall submit requisite information as per <b>Annexure-VIB of GCC APRIL-2022</b>, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p> <p>Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.</p> <p><b>As per Clause No. 10.2 of Tender Form (second Sheet) of Annex. I of Part-I of GCC APRIL-2022, with up to date correction slip.</b></p>

<p>3.3</p>	<p><b>A. ELECTRICAL CONTRACTOR LICENSE—</b></p> <p>(i) The Contractor should have valid A-Class Electrical license to be submitted along with tender failing which tender would be consider ineligible (i.e., note eligible).</p> <p>(ii) The work shall be carried out by the contractor, having valid Electrical Contractor’s License for carrying out installation work under the direct supervision of the persons holding valid certificates of competency issued by the State Government.</p> <p>(iii) The successful tenderer shall furnish then ames and particulars of the certificate of competency of supervisor and workmen to been gaged for carrying out this work.</p> <p>(iv) By a Gazetted notification, Govt. of India has appointed Chief Electrical Engineer, North Central Railway to be the Electrical Inspector and has directed that he shall exercise the powers and perform the functions of an Electrical Inspector under the Indian Electricity Act 2003 and latest version. The inspecting officers for this contract shall be nominated by the Railways as indicated in the technical specification.</p>
<p>4.0</p>	<p><b>I. <u>System of verification of Tenderer’s credentials:-</u></b></p> <p>Railway board letter no.2017 /Trans / 01/ Policy dated 08.02.2018, accordingly following changes have been approved by Railway board.</p> <p>For the works tenders, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his /their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents / certificates in support of credentials, submitted by the tenderer, shall be self-attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender. The system shall be applicable once it is made operational in IREPS. This system is already being followed by some of Railway / DFCCIL PSUs.</p> <p>1. In all works tender documents, followings para may be added in the section describing the qualification and eligibility criteria.</p> <p>“The tenderers shall submit a notarized affidavit on a non judicial stamp 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 affidavit to be submitted by the bidder is enclosed as Annexure-XXXV. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the tender document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned”.</p>

**Tender No.: PRYJ (W)/EL/High Mast Lighting/2023/T/01**

	<p>With the submission of the affidavit as mentioned above, the practice of verification of tenderer(s) documents by the Railway/ DFCCIL may be dispensed with.</p> <p>a) The Railway/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 Railway /DFCCIL, make available such information, evidence and documents as may be necessary or such verification. Any verification or lack of such verification, by the Railway/ DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of the Railway/ DFCCIL thereafter.</p> <p>b) In case any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railway/DFCCILsfor5 (five)years.</p> <p>c) With such a system of self-certification of credentials, tender finalization should also be speed up. It has accordingly been decided that the tender validity period should be reduced to 45 days for single packet and 60 days for two packet system of tendering ( in place of the present limits of 90 days and 120 days) for tenderers having affidavit based system of credential verification.</p> <p>2. The tenderers shall provide satisfactory documentary evidences acceptable to Railway/ DFCCIL along with the tender to show that:</p> <p>They have an established technically competent and adequate staffs organization to ensure that the services required under this tender can do satisfactorily.</p> <p>They have sufficient equipments; plants and machinery to meet the obligations under the contract and to complete the work contract all within the stipulated time schedule and accepted by him.</p> <p>3 The tenderer should submit the details of similar works done in the past.</p> <p>4 The tenderer should submit the attested copies of the certificates obtained from the agencies wherever the works have completed successfully. These certificates should indicate the details of installation and successful commissioning of the similar type of equipments executed by the tenderer.</p> <p>5 The tenderer will submit, along with offer list of work in hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award of work.</p> <p>6 They have adequate financial resources to meet the obligations under the contract. They have also required to submit the report from recognized bank of financial institutions.</p>
5.0	<b><u>THE LIST OF DOCUMENTS TO BE UPLOADED FOR THIS TENDER</u></b>

**Tender No.: PRYJ (W)/EL/High Mast Lighting/2023/T/01**

	<b>(Note: -Information as required as per various Forms/Annexure to tender document should be submitted by the tenderers without fail strictly as per formats. Offers submitted without Mandatory documents shall be summarily rejected.)</b>
5.1	Following documents are common for all types of firm i.e. Sole proprietorship, Partnership, Limited Liability Partnership Firm, Registered Society/ Trust, Limited Company or JV.
(a)	Firm details as per proforma given in <b>Annexure-I (Mandatory)</b> .
(b)	A Copy of the Certificate as per Performa given in <b>Annexure-II (Mandatory)</b> .
(c) (i)	List of similar nature of works physically completed in all respects during last 7 years, ending last day of month previous to one in which tender is invited, shall be submitted as per Performa given in <b>Annexure-III(Mandatory)</b> . <b>for works</b> (i) directly awarded by Govt./Semi Govt./Public sector undertaking / Autonomous bodies /Municipal bodies/ Railway Siding owners (ii)Concessionaire (to whom the work is awarded by Indian Railways/ DFCCIL/CPWD/NHAI/ PWD/State Road Development Corporation on PPP/DBFOT or any other mode) (iii) Public listed company having average annual turnover of Rs. 500 crores and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender <b>Note-</b> Works under item (ii) are to be submitted only for tenders costing Rs.50.00 Cr. and above
(c) (ii)	Details of similar nature of works successfully during last seven years, ending last day of month previous to the one in which tender is invited as per Performa given in Annexure-III
(d)	Attested copy of Completion Certificate of works mentioned in para (c) above from the Organizations with whom they worked as per proforma given in <b>Annexure-IV-A or IV-B or IV-C</b> as applicable. <b>(Mandatory)</b>
(e)	<b>Secondary Components-(Not Applicable in this Tender).</b>
(f)	List of works on hand, existing commitments and balance amount of ongoing works as per format given in ' <b>Annexure-V Duly verified by Chartered Accountant to evaluate bid capacity of the tenderer (Mandatory for tender value more than Rs. 20 crores) (Not Applicable in this Tender).</b>
(g)	A statement showing construction works executed and payment received during the previous three financial years and the current financial year (up to date of inviting tender), taking into account the completed as well as work in progress as per <b>Annexure-XIX</b> on the letter head of Chartered Accountant, to evaluate bid capacity of the tenderer <b>(Mandatory for tender value more than Rs. 20 Crores)- (Not Applicable in this Tender).</b>
(h)	List of plants & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in <b>Annexure-VI. (Mandatory)</b>

**Tender No.: PRYJ (W)/EL/High Mast Lighting/2023/T/01**

(i)	List of Personnel, Organization available on hand and proposed to be engaged for the subject work in <b>Annexure –VII. (Mandatory)</b>
(j)	Earnest money should be in proper form. Earnest Money by the tenderer only through net banking or payment gateway in favour of GM-CO DFCCIL, Prayagraj Westor as mentioned in the tender document.
(k)	Contractual Receipts for the last three years and current financial year with supporting documents required as per <b>Annex. VIII(Mandatory.)</b>
(l)	Self-attested copy of Permanent Account Number (PAN) issued by Income Tax Department. <b>(Mandatory)</b>
(m)	The tenderers are required to submit the information and particulars regarding retired Railway/DFCCIL Engineer(s)/Officer(s) of the Gazetted rank and regarding Relative(s) employed in Gazetted capacity on DFCCIL as per proforma given in Annexure <b>XXIII. (Mandatory).</b>
5.2	In addition to Para 16.1 above certain more documents are to be submitted by tenderers as per status of their firms and are <b>mandatory</b> . These documents are listed below
5.2.1	<p><b><u>FOR SOLE PROPRIETORSHIP FIRM</u></b></p> <p>a) Affidavit as per proforma given of <b>Annexure –IX</b> (duly executed on stamp paper and notarized).</p> <p>b) Special power of Attorney to be submitted by sole proprietor firm as per proforma given in <b>Annexure XIV</b>(duly registered with the Registrar or notarized). (Not required if tender documents are submitted by proprietor himself as per (a) above)</p>
5.2.2	<p><b><u>FOR HUF (HINDU UNDIVIDED FAMILY)</u></b></p> <p>(a) Affidavit as per proforma given of <b>Annexure –XXIX</b> (duly executed on stamp paper and notarized).</p> <p>(b) Special power of Attorney to be submitted by the HUF as per proforma given in <b>Annexure XXX</b> (duly registered with the Registrar or notarized). (Not required if tender documents are submitted by Karta of the HUF, himself as per (a) above)</p>

5.2.3	<p><b><u>FOR PARTNERSHIP FIRM</u></b></p> <p>a) A copy of Partnership Deed (Notarized or duly registered with the Registrar prior to date of tender opening as per the Indian Partnership Act)</p> <p>(b) Special Power of attorney to be submitted by Partnership firm in favour of the individual to sign the tender on behalf of the firm and create liability against the firm as per proforma given in <b>Annexure-XIII</b> (duly registered with the Registrar or notarized). (Required even if one or more partners are authorized in Partnership deed itself to sign on behalf of the firm as given in (a) above.</p> <p>(c) Declaration by the newly formed partnership firm as per proforma given in <b>Annexure-XXXI</b>. (mandatory if tenderer is newly formed partnership firm)</p> <p>(d) Declaration by the existing partnership firm as per proforma given in <b>Annexure-XXXII</b>. (mandatory if tenderer is an existing partnership firm)</p> <p>(e) With respect to the declaration above, in case of Newly formed partnership firm has/ have as one or more partner(s) from previous propriety firm(s) or dissolved previous partnership firm(s) or LLP firm or split previous partnership firm(s) or LLP firm, Existing partnership firm <b>(a)</b> joining of new one or more partner(s) in the existing partnership firm, <b>(b)</b> quitting of new one or more partner(s) from the existing partnership firm – Following additional documents are required to be furnished (<b>mandatory</b> as applicable)</p> <p>a) Details of previous Propriety firm / Partnership Firm/ LLP firm as per <b>annexure I</b></p> <p>b) A copy of previous partnership Firm (Notarized or duly registered with the Registrar)</p> <p>c) Affidavit as per proforma given of <b>Annexure –IX</b> for previous Propriety firm (duly executed on stamp paper and notarized).</p> <p>d) Copy of previous LLP agreement and certificate of incorporation.</p> <p>e) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm)</p> <p>f) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm,</p> <p>g) LLP firm or propriety firm)</p> <p>h) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para 16.1 (c), (d), (f),(g), (k) above.</p> <p><b>As per Clause No. 14(ii)(c), 15, 18 &amp; explanation to Clause 10.1 to 10.5 of Annex. I Part-I of GCC APRIL-2022, with up to date correction slip)</b></p>
-------	---

5.2.4

**FOR COMPANY REGISTERED UNDER COMPANIES ACT 2013**

- a) Copy of Memorandum of association/ Articles of Association of Company.
  - b) Copy of Certificate of Incorporation
  - (c) Copy of resolution passed by Board of Directors authorizing its Director/Employee to deal with tender on behalf of company
  - (d) Special Power of Attorney/ Authorization issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign the MOU/ JV agreement on behalf of the company and create liability against the Company, as per proforma given in **Annexure-XV** (duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (c) above)
  - (e) Declaration regarding constitution of the Company, for merging of another company, details required for the entire period for last seven years as per proforma given in **Annexure-XXXIII**. (mandatory)
  - (f) Following additional documents are required to be furnished (mandatory in case of merger with another company)
    - (1) Details of company getting merged as per **annexure I**
    - (2) Copy of Memorandum of Association/ Articles of Association of the Company getting merged
    - (3) Copy of certificate of incorporation of previous company getting Merged
    - (4) Resolution by the Board of Directors for the Merger of the company(s) with the tenderer
    - (5) Proof of surrender of previous PAN no
    - (6) Document for the technical, financial criteria, bid capacity as claimed w.r.t. such Company(s) joining the new/Existing Company as per para 16.1 (c), (d), (f), (g), (k) above.
- As per Clause No. 14 (ii)(e), 15 & explanation to Clause 10.1 to 10.5 of Annex. I Part-I of GCC APRIL-2022, with up to date correction slip .**

<p>5.2.5</p>	<p align="center"><b><u>FOR LLP FIRM REGISTERED UNDER LLP ACT 2008</u></b></p> <p>(a) A copy of LLP Agreement.</p> <p>(b) A copy of certificate of Incorporation and</p> <p>(c) A copy of resolution passed by partner of LLP firm for submitting tender by LLP firm and to deal with tender on behalf of the firm as per proforma given in <b>Annexure-XXI</b>.</p> <p>(d) Special Power of Attorney/ Authorization issued by LLP firm in favor of the individual to sign the tender on behalf of the LLP firm and create liabilities against the LLP as per proforma given in <b>Annexure-XXV</b> (duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (c) above) (e) Declaration by the newly formed LLP firm as per proforma given in <b>Annexure-XXXI</b>.(mandatory if tenderer is newly formed partnership firm)</p> <p>(e) Declaration by the existing LLP firm as per Performa given in <b>Annexure-XXXII</b>. (mandatory if tenderer is an existing partnership firm)(f) With respect to the declaration above, in case of</p> <p>(i) Newly formed LLP firm has/ have as one or more partner(s) from previous propriety firm(s) or dissolved previous partnership firm(s) or LLP firm or split previous partnership firm(s) or LLP firm, existing LLP firm <b>(a)</b>joining of new one or more partner(s)in the existing LLP firm,</p> <p><b>(ii)</b> quitting of new one or more partner(s)from the existing LLP firm –</p> <p>Following additional documents are required to be furnished (<b>mandatory</b> as applicable)</p> <p>(1) Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I</p> <p>(2) A copy of previous partnership Firm (Notarized or duly registered with the Registrar)</p> <p>(3) Affidavit as per proforma given of Annexure –IX for previous Propriety firm (duly executed on stamp paper and notarized).</p> <p>(4) (4)Copy of previous LLP agreement and certificate of incorporation.</p> <p>(5) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm)</p> <p>(6) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, LLP firm or propriety firm)</p> <p>(7) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para 16.1 (c ), (d), (f),(g ), (k) above.</p> <p><b>As per Clause No. 14(f), 15 &amp; explanation to Clause 10.1 to 10.5 of Annex. I Part-I of GCC APRIL-2022, with up to date correction slip</b></p>
<p>5.2.6</p>	<p align="center"><b><u>FOR REGISTERED SOCIETY &amp; REGISTERED TRUST</u></b></p> <p>(a) A copy of the certificate of registration.</p> <p>(b) A copy of Memorandum of Association of Society/Trust Deed</p> <p>(c) A copy of Rules &amp; Regulations of the Society</p> <p>(d) A copy of Special Power of Attorney/ Authorization in favor of the individual to sign the tender and create liabilities against the Registered Society/ Trust as per</p>



**Tender No.: PRYJ (W)/EL/High Mast Lighting/2023/T/01**

	<p>proforma given in <b>Annexure-XXII</b> (duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (a), (b) above)  <b>As per Clause No. 14(g), 15 Annex. I Part-I of GCC APRIL-2022, with up to date correction slip</b></p>
5.2.7	<p><b><u>FOR JV FIRM:-</u></b>          Following documents are mandatorily to be submitted by constituents of the JV firm depending upon their status  <b>As per clause no. 14(d), 17.0 Annex. I Part-I, GCC APRIL-2022, with up to date correction slip</b>          a) Memorandum of Understanding of JV as per pro forma given in <b>Annex. X</b>(duly executed on stamp paper and notarized)</p>
5.2.7.1	<p><b><u>DOCUMENTS MANDATORY FOR SOLE PROPRIETORSHIP FIRM PARTICIPATING AS MEMBER OF JV</u></b>          (a) Affidavit as per proforma given of <b>Annexure –IX</b> (duly executed on stamp paper and notarized).          (b) Special Power of Attorney to be submitted by Sole Proprietor participating as member of JV firm as per proforma given in <b>Annexure-XII</b> (duly registered with the Registrar or notarized) (Not Required if MOU/JV agreement is signed by the sole Proprietor himself as per (a) above).  <b>As per Clause No.15 Annex.I of Part-I GCC APRIL-2022, with up to date correction slip</b></p>
5.2.7.2	<p><b><u>DOCUMENTS MANDATORY FOR HUF (HINDU UNDIVIDED FAMILY) PARTICIPATING AS MEMBER OF JV</u></b>          (a) Affidavit as per proforma given of <b>Annexure –XXIX</b> (duly executed on stamp paper and notarized).          (b) Special Power of Attorney to be submitted by HUF participating as member of JV firm as per proforma given in <b>Annexure-XII</b>(duly registered with the Registrar or notarized) (Not required if MOU/JV agreement is signed by the Karta of HUF himself as per (a) above).  <b>As per Clause No. 17.14.2, 15 Annex. I of Part-I GCC APRIL-2022, with up to date correction slip</b></p>
5.2.7.3	<p><b><u>DOCUMENTS MANDATORY FOR PARTNERSHIP FIRM PARTICIPATING AS MEMBER OF JV</u></b>          (a) Copy of Partnership Deed (duly registered with the Registrar or notarized prior to date of tender opening as per the Indian Partnership Act.).          (b) Copy of letter of consent of all the Partners or individual authorized by partnership firm to enter into JV Agreement as per Performa given in <b>Annex-XI</b>(duly executed on stamp paper).          (c) Special Power of attorney to be submitted by Partnership firm in favor of the individual to sign the tender, to sign the MOU/JV agreement on behalf of the Partnership Firm and to create liability against the firm as per Performa given in <b>Annexure-XVIII</b> (duly registered with the Registrar or notarized). (Required even</p>

	<p>if MOU/JV agreement is signed by one or more partners authorized in Partnership deed, letter of consent to sign on behalf of the firm is given in (a), (b) above</p> <p><b>As per Clause 17.14.1, 15 &amp; 18.2 of Annex. I Part-I GCC APRIL-2022, with up to date correction slip</b></p>
5.2.7.4	<p><b><u>DOCUMENTS MANDATORY FOR COMPANY PARTICIPATING AS MEMBER OF JV</u></b></p> <p>a) A Copy of Memorandum of Association/ Articles of Association of Company.</p> <p>b) A Copy of certificate of Incorporation</p> <p>c) A Copy of resolutions passed by Board of Directors of the Company permitting the Company to enter into a JV agreement, to be submitted as per <b>Annexure-XVII</b>.</p> <p>d) Special Power of Attorney/ Authorization issued by the Company (backed by the Resolution of Board of Directors) in favor of the individual to sign the tender, to sign the MOU/JV agreement on behalf of the company and create liability against the Company, as per proforma given in <b>Annexure-XII</b> (duly registered with the Registrar or notarized). (Required even if MOU/JV agreement is signed by the authorized/ power of attorney holder himself as per (c) above)</p> <p><b>As per Clause No. 17.14.3, 15 of Annex. I Part-I GCC APRIL-2022, with up to date correction slip</b></p>
5.2.7.5	<p><b><u>DOCUMENTS MANDATORY FOR LLP FIRM PARTICIPATING AS MEMBER OF JV</u></b></p> <p>(a) A copy of LLP agreement.</p> <p>(b) A copy of Certificate of incorporation of LLP</p> <p>(c) A copy of Resolution passed by the partners of LLP firm permitting the firm to enter into a JV agreement to be submitted as per Performa given in <b>Annexure-XXIV</b></p> <p>(d) Special Power of Attorney/ Authorization issued by LLP firm (backed by resolution of partners) in favor of the individual to sign the tender, sign the MOU/ JV agreement on behalf of the LLP firm and create liabilities against the LLP firm as per proforma given in <b>Annexure XX</b>(duly registered with the Registrar or notarized).(Required even if MOU/JV agreement is signed by the authorized/ power of attorney holder himself as per (c) above)</p>
5.2.7.6	<p><b><u>DOCUMENTS MANDATORY FOR REGISTERED SOCIETY AND TRUST PARTICIPATING AS A MEMBER OF JV</u></b></p> <p>(a) A copy of Deed of Formation</p> <p>(b) A copy of certificate of Registration.</p> <p>(c) A copy of Resolution passed by the executive members of Registered Society/Trust permitting the registered society/Trust to enter into a JV agreement as per proforma given in <b>AnnexureXXVI</b>.</p> <p>(d) Special Power of Attorney/ Authorization issued by the registered society/ trust (backed by resolution of partners) in favour of the individual to sign the tender, to</p>

**Tender No.: PRYJ (W)/EL/High Mast Lighting/2023/T/01**

	<p>sign the MOU/ JV agreement and create liabilities against the Registered Society/ Trust as per proforma given in <b>Annexure-XXVII</b>(duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/power of attorney holder himself as per (c) above)</p> <p>(e) A copy of Rules &amp; Regulations of the Society.</p>
	<p><b><u>Note to Para 5</u></b></p> <ol style="list-style-type: none"> <li>1. The tenderers shall submit a certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-II as mentioned in clause No. 16.1(b). Non submission of a certificate by the bidder shall result in summarily rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.</li> <li>2. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.</li> <li>3. The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification.</li> <li>4. Any such verification or lack of such verification by the DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the DFCCIL there under.             <ol style="list-style-type: none"> <li>4.1 In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire DFCCIL for 5(five) years.</li> <li>4.2 In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee and Security Deposit available with the DFCCIL shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to five years.</li> </ol> </li> <li>5. No post tender submission of documents shall be permitted in respect of tender. However, only clarification can be called for by DFCCIL in respect of any part / document submitted by the tenderer which shall be responded to by the tenderer within 10 working days of the date of issue of such letter for clarifications, failing which the offer shall be dealt with as per available documents.</li> <li><b>6. The documents mentioned 'mandatory' in clause No. 16 above are required to be uploaded by the contractor with tender document. If any of these</b></li> </ol>

	<p><b>documents is not uploaded along with the tender, the offer shall be summarily rejected.</b></p> <p>7. In addition to above Tenderer have to certify that neither I /We (name of the sole Proprietor firm/ Partnership Firm/Limited Company/ LLP/Registered Society/Trust / JV firm) nor any of the partner or partnership firm/ LLP /Member of Registered Society/ Trust / Constituent of JV firm including partner of partnership firm in JV has/ have been black listed or debarred by DFCCIL or any other Ministry /Department/ Public Sector Undertaking of the Government of India/ any State from participation in tenders/contract on the date of opening of bids either in our individual capacity or in any firm in which we are partners.</p> <p><b>As per Clause No. 11(v),11(vi) Annexure 1 part I of GCC APRIL-2022, with up to date correction slip</b></p>
6.0	<p><b>Security Deposit:</b></p>
6.1	<p>The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the Contractor. The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.</p> <p>Further, in case of contracts having value equal to or more than Rs. 50 crore(Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1<sup>st</sup> on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Standard General Conditions of Contract.</p> <p>Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Earnest Money deposited by the Contractor with his tender will be returned by the DFCCIL.</p> <p>Note:Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.</p> <p><b>As per Clause No. 16.(1) Part-II of GCC APRIL-2022 , with up to date correction slip</b></p>
7.0	<p><b>Performance Guarantee</b></p>

**Tender No.: PRYJ (W)/EL/High Mast Lighting/2023/T/01**

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty one) days, i.e. from 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be a declared holiday in the concerned office of the DFCCIL, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

- (c) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 3% of the contract value (for all tenders issued till 31.03.2023). The reduced percentage of Performance Security shall continue for the entire duration of the contract and there shall be no subsequent increase of Performance Security even beyond 31.03.2023.
- (d) **(As per Railway Board Letter no. 2020/CE-I/CT/3E/GCC/Policy dated 10.01.2022)**
- (i) A deposit of Cash;
  - (ii) Irrevocable Bank Guarantee;
  - (iii) Government Securities including State Loan Bonds at 5% below the market value;
  - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
  - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
  - (vi) Deposit in the Post Office Saving Bank;
  - (vii) Deposit in the National Savings Certificates;
  - (viii) Twelve years National Defense Certificates;
  - (ix) Ten years Defense Deposits;
  - (x) National Defense Bonds and
  - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of GM-CO, DFCCIL, Prayagraj West (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract

**Tender No.: PRYJ (W)/EL/High Mast Lighting/2023/T/01**

agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

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

(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily. **(Completion certificate shall be governed as per As per Clause No.48.(1) & 48.(2), Part-II of GCC APRIL-2022, with up to date correction slip**

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

(g) The Engineer shall not make claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the agreement) in the event of:

(i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

(iii) The Contract being determined or rescinded under clause 62 of the GCC  
**As per Clause No.16.(4), Part-II of GCC APRIL-2022, with up to date correction slip**

**SPECIAL CONDITIONS  
OF CONTRACT  
(GENERAL)**

**PART-IV**  
**SPECIAL CONDITIONS OF CONTRACT (GENERAL)**

1.0	These special conditions and the work schedule shall govern the works to be executed under this contract in addition to and/or in part supersession of the General Conditions of Contract-2022 and Standard Specifications as laid down in Indian Railways Unified Standard Specifications (Works and Material) -2010 / 2020 as amended/ updated by correction Slips on or before the opening of tender.
2.0	<b>Order of Precedence of Documents:</b> In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence: i. Letter of Award ii. Schedule of Items, Rates & Quantities iii. Special Conditions of Contract iv. Technical Specifications as given in tender documents v. Drawings vi. Indian Railways Standard General Conditions of Contract vii. Standard Specifications as laid down in Indian Railways Unified Standard Specifications (Works and Material) -2010 / 2020 as amended/ updated by correction Slips on or before the opening of tender viii. IR Specifications/Guidelines ix. Relevant B.I.S. Codes
3.0	Any special condition stated by the tenderer(s) in the covering letter submitted along with the tender shall be deemed as part of contract to such extent only as have explicitly been accepted by the DFCCIL.
4.0	<b><u>USE OF DFCCIL LAND</u></b>
4.1	Use of DFCCIL land required by the contractor(s) for constructing temporary offices, quarters, hutments etc. for the staff and for storing materials etc. would be permitted to him/them free of charge by DFCCIL, if available. The location of these offices, hutments, stores etc., will be subject to the approval of the engineer or his authorized representative. The land will be restored to DFCCIL by the contractor(s) in the same condition as when taken over or in vacant condition as desired by the engineer, after completion of the work or at any earlier day, as specified by the Engineer. The failure to do so will make the contractor(s) liable to pay the cost incurred by the DFCCIL for getting possession of land.
4.2	The tenderer(s) shall also acquaint himself /themselves with the availability of land, working space for his/their works etc. The DFCCIL will not acquire any land for the purpose of movement of vehicles of the Contractor/s for executing the work by the contractor/s.
5.0	<b><u>USE OF PRIVATE LAND</u></b>



	<p>The Contractor will have to make his/their own arrangements for use of private land, outside DFCCIL limits for due fulfillment of contract or for borrow pits, approaches, etc., directly with the land owners or local authority and to pay such rents if any as are payable as may be mutually agreed upon between them.</p>
6.	<p><b><u>FIGURES, DIMENSIONS ETC.</u></b> Figures, dimensions and drawings shall supersede measurements by scale and drawing to larger scale shall take precedence over those to a smaller scale. Special dimensions or directions in the specification shall supersede all else.</p>
7.	<p><b><u>PLEA OF CUSTOM</u></b> The plea of custom prevailing will not on any account be permitted as excuse for an infringement of any of the conditions of the contract or specifications</p>
8.0 8.1	<p><b><u>SEIGNIORAGE CHARGES</u></b> The contractor/s shall comply with all the instructions issued by the Chief Inspector of Mines in respect to the safety of the workmen and the working of quarries and maintain register in which shall be recorded, such information/s for supply annually to Chief Inspector of Mines of the Government of India, as required by him. Final payment will be released after producing the no dues certificate from Mining department or any other concerned office of the area. The contractor/s are required to produce necessary documentary proof regarding payment of royalty to Mining Department of the stone ballast supplied, as and when demanded by the DFCCIL administration. Final Bill shall be released only after production of "No Dues" certificate from the Mines Department, by the contractor.</p>
8.2	<p>The rates quoted by the tenderer shall be inclusive of seigniorage charges on all items of work to be executed under the contract, applicable as on the last date of submission of tender.</p>
9.0	<p><b><u>TAXES</u></b> -The accepted rates should be deemed to include all taxes direct or indirect Including Income Tax leviable under Central/State or Local Bodies Act or Rules, Octroies, Tolls, Royalties, Seigniorages, Cess and similar imposts that may be prevailing from time to time in respect of land, structures and all materials supplied in the Performance of this Contract.</p>
10.0	<p>The Building and Other Construction workers (Regulation of Employment and conditions of service) Act, 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996: The tenderers for carrying out any construction work must get themselves Registered with the Registering Officer under section 7 of the "Building and other construction workers act, 1996" and rules made there to by the concerned state Govt. and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Department). The Cess shall be deducted from contractor's Bills as per provision of Act.</p>

11.0	<p><b><u>DEDUCTION OF INCOME TAX AT SOURCE</u></b></p> <p>In terms of new section 194 inserted by the Finance Act 1972 in the Income Tax Act 1961, the DFCCIL shall at all the time arranging payment to the contractor sub-contractor (in case of sub-contractor only when the DFCCIL responsible for payment of the consideration to him under the contract) for carryout any work (including supply of labour for carryout the work under the contract) be entitled to deduct income tax at source or income comprised in the sum of such payments. The deduction towards income tax to be made at source from the payments due to non-residents shall continue to be governed by section 195 of the Income Tax Act, 1961.</p>
12.0	<p><b><u>ROYALTIES AND PATENT RIGHTS</u></b></p> <p>The contractor shall defray the cost of all royalties, fees and payment in respect of patents, patent rights and licenses which may be payable to patentee, license or other person or corporation and shall obtain all necessary licenses. In case of any breach (whether willfully or inadvertently) by the contractor of this provision, the contractor shall indemnify the DFCCIL and its officers, servants, representatives against all claims, proceedings, damages, cost, charges, acceptance, loss and liability which they or any of them, may sustain, incur or be put to by reason or inconsequence of directly or indirectly or any such breach and against payment of any royalties, damages or other monies which the DFCCIL may have to make to any person or paid in total to patent rights in respect of the users of any machine, instrument, process, articles, matters of thing constructed, manufactured, supplied or delivered by the contractors to his order under this contract.</p>
13.0	<p><b><u>NOTICE TO PUBLIC BODIES</u></b></p> <p>The Contractor(s) shall give to the municipality, police and other authorities all notices that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be leviable on account of his operations in executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights, etc., required at night.</p>
14.0	<p><b><u>DAMAGE BY ACCIDENTS, FLOODS OR TIDES</u></b></p> <p>The contractor shall take all precautions against damage from accident, floods or tides. No compensation shall be paid to the contractor for his plant or material lost or damaged by any cause whatsoever. The contractor shall make good the damages at his cost to any structure or part thereof by any cause during the course of the work.</p>

15.0	<p><b><u>SERVICE ROADS</u></b></p> <p>The Contractor/s will be permitted to make use of existing service roads, or service roads constructed by the DFCCIL for its use free of cost. New service roads required by the contractor/s either near the work site or elsewhere within or outside DFCCIL limits for carriage of materials or for any other purpose whatsoever, will have to be constructed and maintained by the contractor/s at his/their own cost. For the purpose of construction of service roads on DFCCIL land, permission will be given free of charge. If any land other than DFCCIL land is necessary to be acquired or to be entered upon, permission to enter in the land will have to be arranged by the contractor/s at his/ their cost. The contractor/s will not prefer any claim, whatsoever on this account. The DFCCIL, however, reserves the right to make use of such service roads as may be constructed by the contractor/s without payment of any charges.</p>
16.0	<p><b><u>EMERGENCY WORKS</u></b></p> <p>In the event of any accident or failure occurring in, on or about the work or arising out of or in connection with the construction, completion or maintenance of the works, which in the opinion of the Engineer requires immediate attention, the DFCCIL may bring its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor/s is/are not in a position to do so in time and charge the cost thereof, which will be determined by the GM-CO, DFCCIL, to the contractor.</p>
17.0	<p><b><u>MAINTENANCE PERIOD/DEFECT LIABILITY PERIOD:-</u></b></p> <p>(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, <b>for a period of 12 months from the date of taking over by the Employer</b></p> <p>(b) During the period of guarantee the Contractor shall keep available an experienced engineer / man power 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</p> <p>(c)</p> <p>(d) 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.</p> <p>(e) 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</p>

	<p>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.</p> <p>(f) 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 abovementioned period whichever is later. Such extension shall not apply in case of defects of a minor nature, the decision of the Chief General Manager 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.</p> <p>(g) The repaired or renewal parts structure shall be delivered / supplied and erected / executed on site free of charge to the Employer.</p> <p>(h) Any materials, fittings, components or equipment / 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.</p>
18.0	<p><b><u>INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE</u></b></p>
18.1	<p>The contractor shall at all times, execute the contract work only in the presence and under the supervision of the Engineer's Representative or a DFCCIL employee specifically appointed on his behalf. No work under the contract shall, therefore, be commenced by the contractor without the express permission of the Engineer's representative.</p>
18.2	<p>The contractor shall always execute the work under this contract in strict compliance with the instructions/directives by the Engineer's representative. Any act of non-compliance with the instruction/directives issued by the Engineer's representative shall be considered as a default of the contractor where after the DFCCIL shall be free to take further appropriate action as provided in the contract for dealing with such defaults of the contractors. The decision of the Engineer-in-charge whether there has been an act of noncompliance with the instruction/directives of the Engineer's representative for the purpose of this clause shall be final and conclusive.</p>

18.3	The instructions/directives by the Engineer's representative shall not, however, absolve the contractor of his responsibility or reduce his responsibility in any manner whatsoever in regards to maintaining at all times the safe working conditions at the work site.
18.4	Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows: (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof. (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.
19.0	<b>NON-COMPLIANCE WITH THE INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE</b>
19.1	The contractor shall always comply with the instructions/directives issued by the Engineer's representative from the time to time. In the event of any non-compliance with such instructions/directives, apart from and in addition to other remedies available to the DFCCIL as specified herein above the Engineer's representative may employ at the works DFCCIL's workmen with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of DFCCIL traffic. The decision of the Engineer's representatives in regard to the need of appropriateness and adequacy of the deployment of the DFCCIL Workmen with necessary equipment shall be final and conclusive.
19.2	When the DFCCIL workmen with necessary equipment are deployed in the above manner, recovery at the following rate shall be made from the contractor's dues under this contract or any other money of the contractor available with the DFCCIL under this contract. The recovery for the total DFCCIL Workmen Hours employed at the rate of Rs. 100/- (Rupees Hundred only) per Workmen-Hour irrespective of the type and grade of the DFCCIL Employee actually employed. The aggregate period of the Workman-Hours for the above recoveries shall be reckoned from the time the DFCCIL Workmen are actually deployed at the work site till the work is completed to the satisfaction of the Engineer's Representative whose decision in this regard shall be final and conclusive.
19.3	During the above-mentioned period of suspension of work, the contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt of the contractor shall be deemed to be an unauthorized work on the work site. For such acts, the contractor shall then be liable for further appropriate action under the relevant provisions of the Indian Railway Act.

20.0	<p><b><u>WARRANTY</u></b> The Contractor(s) shall warrant the materials supplied under this contract to be free of any defects in material and workmanship under ordinary use and service.</p>
21.0	<p><b><u>SHIFTING OF ELECTRICAL/TELEGRAPH WIRES</u></b> In some stretches, high-tension grid towers /electric telegraph/telephones wires or posts etc. are to be shifted. It is expected that the electric lines/towers will be shifted in good time but in case, there is any delay on this account suitable extension in date of completion will be considered and given to the contractor for only the effected portion and no compensation whatsoever in this respect or due to the delay thus caused will be payable and contractor has to adopt such methods of execution of earthwork so as not to cause any damage to existing structure lines etc.</p>
22.0	<p><b><u>HANDING OVER OF SITE FOR WORK</u></b> The entire land required for this work is available. However, DFCCIL may not hand over the entire land required for completion of this work for making bank/cutting or excavation to the contractor(s) due to any unavoidable reasons. Land may be handed over in different stretches, which may not be continuous. Contractor(s) will be required to carry out the work in available stretches. If some stretch of land cannot be handed over to the contractor for borrowing earth or making bank/cutting within the contract period then suitable extension will be granted only for the affected portion without any payment of extra claim to the contractor.</p>
23.0	<p><b>Working during Night:</b> The Contractor shall have to carry out dewatering round the clock if required. But will not carry out any other work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same. <b>(Authority Clause No. 23 Part-II of GCC APRIL-2022, with up to date correction slip)</b></p>
24.0 24.1	<p><b><u>MODE AND TERMS OF PAYMENT</u></b> All payments will normally be made only for finished works on the basis of mode and terms of payments agreed upon and provided in the contract.</p>
24.2	<p><b><u>MANNER OF PAYMENT</u></b> Payment to the contractor will be made through Electronic Fund Transfer (EFT) for payment of running and final bills. The tenderer (s) will also fill the <b>Annexure-I</b> indicating the bank account number, name of bank and bank specific code number (MICR/IFSC) as enclosed. The conditions and <b>Annexure-I</b> will be part of the tender document.</p>
25. 25.1	<p><b><u>ACCIDENT/NATURAL CALAMITIES</u></b> Vehicle and equipment of the contractor can be drafted by DFCCIL Administration in case of accidents/natural calamities involving human lives.</p>

25.2	For payment purpose, the item may be operated as New Non-Schedule (NS Item) as per existing norms and powers delegated.
25.3	Contractor may submit list of vehicles and equipment available with him.
26.0	<b><u>MOBILIZATION ADVANCE</u></b> (For Contract Value Rs. 25 Crores and Above)- <b>(Not Applicable for this Tender)</b>
26.1	<p>Stage-I: -5% of Contract Value on signing of the contract agreement.</p> <p>Stage-II: - 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.</p> <p>The 1<sup>st</sup> stage of advance shall be payable immediately after signing of contract documents. The 2<sup>nd</sup> stage of advance shall be payable at the time of mobilization, after submission of a utilization certificate by the contractor that the Stage 1 advance has been properly utilized in the contract.</p>
26.2	The advance shall carry an interest at the rate to be decided by Railway Board and communicated at the beginning of every financial year, to be applicable for the tenders to be opened in that financial year.
26.3	The Mobilization Advance Clause shall be restricted only for high value tenders of Rs. 25 crore and above.
26.4	<p>The Mobilization Advance except, those against machineries and equipment's shall be payable against an irrevocable Bank Guarantee (Bank Guarantee, FDRs, KVPs, NSCs) of at least 110% of the value of sanctioned advance amount (covering principal plus interest). The bank guarantee shall be from a Nationalized Bank in India of State Bank of India in a form acceptable to the Railways.</p> <p>(a) <b><u>For works costing less than Rs. 50.00Crore</u></b> The mobilization shall be granted against irrevocable bank guarantee Which will be released only after full Mobilization advance with interest will be recovered.</p> <p>(b) <b><u>For works costing Rs. 50.00 Crore&amp;above.</u></b> Mobilization advance can be granted against several bank guarantees. Individual Bank Guarantee can be refunded after the amount mentioned in the part B.G. has been recovered along with interest. BG will not be accepted in more than 5 parts. However, amount of each BG shall not be less than Rs. 1Cr.</p>
26.5	<p><b><u>Method of Recovery of Interest</u></b></p> <p>Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on account bill and shall attract interest.</p> <p>The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The installments on each "on account bill" will be on pro-rata basis;</p>

	<p><b>The Rate of Interest Shall be RBI Bank Rate+5%(Five %) simple interest for the tenders to be opened in the financial Year 2022-23 onwards.(As per Railway board's letter No 2018/CE-I/CT/1 dated 10.03.2022)</b></p>
26.6	<p><b><u>Advances for accelerating progress of the work during course of execution of Contract-</u></b>This advance is to be decided on the merits of each case and shall be restricted to a maximum of 5% of contract value. This is to be granted by the General Manager for contracts where the progress of the contract work has been as per milestones/targets laid down and no extension to date of completion of the contract has been given on contractor's account.</p>
26.7	<p><b><u>Advances in Exceptional Cases –</u></b> The power to grant advances in exceptional cases upto a maximum of Rs. 20 lacs in respect of even contracts of value less than Rs. 25 crore, considered absolutely essential, depending on the merits of each case and circumstances in each situation, lies with Chief General manager/General Manager-Co. <b>Advance Correction slip no 56 for Indian railway Code for Engineering Department dated 05.03.2019.</b></p>
27.0	<p><b><u>STAGE PAYMENT ON SUPPLY OF STEEL IN WORKS CONTRACT</u></b>(For contract value Rs. 15.00 crores &amp; above):<b>(Not Applicable for this Tender)</b></p>
27.1	<p>Stage payment for steel physically brought by the contractor to the site (even before its actual use in work) can be made subjected to following conditions:-</p> <ol style="list-style-type: none"> <li>(a) The material shall be strictly in accordance with the contract specifications.</li> <li>(b) The material shall be delivered a site and properly stored under covered sheds in measurable stacks.</li> <li>(c) The quantities of materials shall be brought to the site only in such installments that would facilitate smooth progress of work and consumed in reasonable time.</li> <li>(d) Proper accountal in the material register to be maintained in the prescribed format at the site for the receipt and use of the material.</li> <li>(e) Ownership of such material shall be deemed to rest with the DFCCIL for which the contractor should submit an indemnity bond in prescribed format.</li> <li>(f) Before releasing the stage payment, the contractor shall insure the material at his own cost in favour of DFCCIL against theft, damages, fire etc.</li> <li>(g) Stage payment in all such cases shall not be more than 75% of the rate of steel awarded in the contract. The balance payment shall be released only after the material is actually consumed in the work.</li> <li>(h) The price variation claim for steel would continue to be governed as per extant PV clause and with reference to delivery at site.</li> </ol>
28.0	<p><b><u>BONUS FOR EARLY COMPLETION OF WORK</u></b>(Not Applicable for this Tender): In case of open tenders having value more than Rs. 20 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either DFCCIL or Contractor's</p>



	<p>account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.</p> <p><b>As per Clause No. 17(c ) Part-II of GCC APRIL-2022, with up to date correction slip</b></p>
29.0	<p>Contractor shall provide suitable manpower to Engineer in Charge or his representative at all times during currency of the contract for assisting him in giving layout of work, carrying out quality checks, taking measurements and other associated activities for effective supervision of work.</p>
30.0	<p><b><u>DEPLOYMENT OF QUALIFIED ENGINEERS AT WORK SITES BY THE CONTRACTOR</u></b> (As per Clause No.26-A of G.C.C. April-2022 Part-II with up to date correction slip)</p>
30.1	<p>The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the DFCCIL through separate instructions from time to time.</p>
30.2	<p>In case the contractor fails to employ the Engineer, as aforesaid in Para 30.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender document penalty at the rates, as may be prescribed by the DFCCIL (Para 30.4) through separate instructions from time to time for the default period for the provisions, as contained in Para 30.1.</p>
30.3	<p>No. of qualified Engineers required to be deployed by the Contractor for various activities contained in this works contract shall be as under:-</p> <p>(i) For tenders costing below Rs.50.00 Cr.</p> <ol style="list-style-type: none"> <li>1) Graduate Engineer – Minimum 1 Nos.</li> <li>2) Diploma Engineer – Minimum 1 Nos.</li> </ol> <p>(ii) For tenders costing Rs.50.00 Cr. and above.</p> <ol style="list-style-type: none"> <li>1) Graduate Engineer – Minimum 2 Nos.</li> <li>2) Diploma Engineer – Minimum 2 Nos.</li> </ol>
30.4	<p>In case the contractor fails to employ the Qualified Engineer, as aforesaid in Para 30.1 above, he, in terms of provisions of Clause 30.2 to the Conditions of Contract, shall be liable to pay an amount of Rs. 40,000/- and Rs. 25,000/- for each month or part thereof for the default period for the provisions, as contained in Para 30.3 above respectively.</p>
31.0	<p><b><u>PRICE VARIATION CLAUSE</u></b> (As per Clause No. 46 A of GCC APRIL-2022 with up-to-date correction slip(<b>Not Applicable for this Tender</b>))</p>
31.1	<p><b>Applicability:</b> Price Variation Clause shall be applicable only for works contracts having advertised value above <b>Rs. 2 Crore and having completion period above 12 months</b>. Materials supplied free of cost by Railway to the contractors and any extra NS items included in subsequent variations falling outside the purview of the Schedule of</p>

	<p>Items of tender shall fall outside the purview of PVC. If, in any case, accepted offer includes some specific payment to be made to consultant or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of work for the purpose of payments/ recovery of Price variation. For calculation of price variation, cut-off date quarter for running bills/final bills will be as under:</p> <p>(a) In case of running bill, the date of measurement recorded in MB, shall be considered. If measurement date is more than one, then 1<sup>st</sup> date of measurement recorded in MB will be considered.</p> <p>(b) In case of final bill, the date of completion or 1<sup>st</sup> date of measurement recorded in MB, whichever is earlier, will be considered.</p>
32.A	<p><b>Communications to be in Writing:</b></p> <p>All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.</p> <p><b>(As per Clause No. 4 Part-II of GCC APRIL-2022, with up to date correction slip)</b></p>
32.B	<p><b><u>Assignment or subletting of the contract:</u></b></p> <p>(a) In case contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of GM-CO for the same. While submitting the proposal to DFCCIL, contractor shall ensure the following :<b>(As per Clause No. 7 Part-II of GCC APRIL-2022, with up to date correction slip)</b></p> <p>(i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.</p> <p>(ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be sub-letted, in last 5 years through a works contract directly given to him by a Govt. Department; or by a Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by contractor to DFCCIL and work experience certificate issued by a person authorized by the Public Listed Company to issue such certificates.</p> <p><i>Note: For subletting of work costing up to Rs 50 lakh no previous work experience shall be asked for by the DFCCIL.</i></p> <p>In case contractor submits subcontractor's work experience certificate issued by public listed company, the contractor shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all</p>

payments received and copy of final/last bill paid by company in support of above work experience certificate. The details shall be furnished as per the annexure IV A, IV-B, IV-C as applicable to the Engineer in charge.

(iii) There is no banning of business with the sub-contractor in force over IR/DFCCIL.

(b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.

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

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

(e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of DFCCIL, with prior intimation to GM-CO.

(f) The Contractor shall indemnify DFCCIL against any claim of subcontractor.

(g) The Contractor shall endeavor to resolve all matters and payments amicably and speedily with the subcontractor.

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

Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work, without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, only once, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.

(i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.

	<p>(j)Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the DFCCIL and this shall be deemed as 'excepted matter' (matter not arbitrable).</p>
	<p>(k)The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the DFCCIL and shall not relieve the Contractor of any responsibility under the Contract.</p>
33	<p><b>Display Board:</b> The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m. <b>As per Clause No. 34.(5) Part-II of GGC-2022with up to date correction slip</b></p>
34.0	<p><b>VARIATIONS &amp; MODIFICATION IN EXTENT OF CONTRACT</b></p>
34.1	<p><b>Modification to Contract to be in Writing:</b> In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements. <b>As per Clause No. 41 Part-II of GGC-2022 with up to date correction slip</b></p>
34.2.1	<p><b>Powers of Modification to Contract:</b> The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order. <b>As per Clause No. 42(1) Part-II of GGC-2022with up to date correction slip</b></p>
34.2.2	<p>(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.</p>

	<p>(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.</p> <p>(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates</p> <p>(a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;</p> <p>(b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;</p> <p>(c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.</p> <p>(d) Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.</p> <p>d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;</p> <p>d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;</p> <p>d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.</p> <p>(iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.</p> <p>(iv) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).</p> <p>(v) <b>As per Clause No. 42(2) Part-II of GGC-2022 with up to date correction slip</b></p>
34.3	<p><b>Valuation of Variations:</b> The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor</p>

	<p>as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.</p>					
34.4	<p><b>Rates for Extra Items of Works:</b> Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Schedules of Rates shall be executed at the rates set forth in the "IR USSOR-2010" modified by the tender percentage, and for such items not contained in the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Schedule of Rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the DFCCIL shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure. The assessment of rates for extra items shall be arrived at based on the prevailing rates and by taking guidance from the following documents in order of priority:</p> <p>(i) Analysis of Unified Schedule of Rates of Indian Railways.  (ii) Market Analysis</p>					
35.0	<p><b>HANDLING VITIATION DURING VARIATION IN CONTRACT QUANTITIES</b>  In partial modification of existing instructions, it has been decided that as a result of variations, a contract shall be considered "vitiated" only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded.</p> <table border="1" data-bbox="288 1547 1477 1921"> <tr> <td data-bbox="288 1547 564 1921">S N</td> <td data-bbox="564 1547 999 1921">Value of contract</td> <td data-bbox="999 1547 1477 1921">Percentage difference bet. Present contractor and new L1 as a result of variation. (Percentage shall be calculated with base as the revised contract quantities</td> </tr> </table>			S N	Value of contract	Percentage difference bet. Present contractor and new L1 as a result of variation. (Percentage shall be calculated with base as the revised contract quantities
S N	Value of contract	Percentage difference bet. Present contractor and new L1 as a result of variation. (Percentage shall be calculated with base as the revised contract quantities				

**Tender No.: PRYJ (W)/EL/High Mast Lighting/2023/T/01**

			multiplied by the rates of the present contractor).
	1	Small value contracts (Tender value less than Rs. 50 lakh)	10
	2	Other than small value contracts (Tender Value equal to or more than Rs. 50 lakh).	5
35.1	When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken.		
35.1.1	The DFCCIL administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and layout of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity maybe invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.		
35.2	<p>The above shall be regulated as under:</p> <p>(a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender. The provisions of Railway Board letter No. 2007/CE./CT/18/Pt. XII dated 31.12.2010 hereby gets superseded.</p> <p>(b) These instructions will be similarly applicable to earning contracts with H-1, H-2 Substituted for L-1, L-2 and so on.</p> <p>(c) Executives while executing the work shall make all efforts to ensure that no Vitiations takes place in normal circumstances. Vitiations should be exceptions rather than a routine affair. Efforts should be made to invite bids on the basis of percentage above/below/at Par.</p> <p>(d) Vitiations should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/ additions by way of new items will not be counted for computing Vitiations.</p>		
36.0	<b><u>EXTENSION OF TIME WITH LIQUIDATED DAMAGE (LD): FOR DELAY DUE TO CONTRACTOR</u></b>		

<p>The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in <b>Clause 17 and 17-B, of Part-II of GCC APRIL-2022, with up to date correction slip</b> the DFCCIL may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time as the Engineer may decide. On such extension the DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the following rates of the contract value of the works.</p> <p>For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.</p>		
S. No.	Duration of extension of time under Clause 17-B	Rate of Penalty
(i)	Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.05% of contract value for each week or part of the week
(ii)	Above Twenty-Five percent but upto Fifty percent of original period of completion	0.10% of contract value for each week or part of the week



		including period of extension of time granted under Section 17A(i)	
	(iii)	Above Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.30% of contract value for each week or part of the week
	<p>Provided further, that if the DFCCIL is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the DFCCIL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.</p> <p><b>NOTE:</b></p> <p>In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.</p> <p><b>As per Clause No. 17(B) Part-II of GCC APRIL-2022 with up to date correction slip</b></p>		
37.0	<p><b>Quarterly Statement of Claims:</b> The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars.</p>		
38.0	Settlement of disputes – Indian Railways Arbitration & Conciliation Rules		

	<p>(As per Clause 63 &amp; 64 and its Sub Clauses GCC APRIL-2022 with up to date correction slip). Conciliation of Disputes:</p> <ol style="list-style-type: none"> <li>1. This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.</li> <li>2. All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "General Manager-Co" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief General Manager within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.</li> <li>3. The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.</li> <li>4. If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.</li> <li>5. The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.</li> <li>6. The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.</li> </ol>
38.1	<p><b>Matters Finally Determined by the DFCCIL:</b>All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM-CO shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5),39.1, 39.2, 40A,43(2), 45(i)(a), 55, 55-A(5), 57, 57A,61(1), 61(2),62(1), 63(iv) and 63.2.11of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable)and GCC April 2022 decisions of the DFCCIL authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.</p>
39.0	<p>All the Provisions as illustrated in clause 54 to 60 of GCC APRIL-2022, related to 'Labour' shall have to be complied with, by the contractor.</p>
40.0	<p><b>Accepted Program of Work:</b> The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed program of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms</p>

of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The program of work amended as necessary by discussions with the Engineer, shall be treated as the agreed program of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this program of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the program.

In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification, finalized through Tenders having advertised value more than Rs.50crores, the Contractor shall submit detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software such as Primavera/Sure Track/MS Project etc. The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:

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

a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel & Equipment, required on the Site for each major stage.

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

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

	<p>(i) <b>As per Clause No. 19(3) Part-II of GCC APRIL-2022 with up to date correction slip</b></p>
<p>41.0</p>	<p><b>Commencement of Works:</b> The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay. The Contractor shall establish a quality control mechanism before execution of the work,</p> <p>(i) Contractor shall submit a QAP “Quality Assurance Plan” for the scope of work to be executed. The QAP shall be submitted within 15 days of the issue of LoA and which shall be approved by the Engineer In charge. The QAP shall extensively include the organization, duties and responsibilities, procedures, inspections, documentation and quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, check list for site activities, and proforma for testing and calibration in accordance with the Specifications and Standards etc.</p> <p>(i) Prior to the commencement of any construction activity, a method statement, proposed to be adopted for executing the Work shall be submitted to Engineer in Charge. The method statement shall include details of material acceptance, execution procedures, checks at various levels, quality parameters, equipment/ machineries, quality assurance, quality control measures, traffic management, inspection checklist, documentation and remedial works etc.</p> <p>(ii) <b>As per Clause No. 19(2) Part-II of GCC APRIL-2022 with up to date correction slip</b></p>
<p>42.0</p>	<p><b>Workmanship and Testing:</b> The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor</p> <p><b>As per Clause No. 27(1) Part-II of GCC APRIL-2022 with up to date correction slip</b></p>

43.0	<p><b>A. Improvement of Quality in Constructions works – Regarding submission of invoices of materials, the provision of Clause 51 A of GCC is reproduced below :-</b></p> <p>(i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties).The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.</p> <p>(ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the Standard General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.</p> <p>(iii) The obligation imposed by Sub Clause (i) &amp;(ii) above is without prejudice to the obligations of the Contractor under any statue rules or orders binding on the Contractor.</p> <p><b>(Authority: Rly Bd's letter No.2021/CE-I/CT/SI/1 dated 04.03.2021 )</b> <b>(As per Clause No. 51-A of Part-II GCC-2020, with up to date correction slip)</b></p> <p><b>B. Post Payment Audit:</b> It is an agreed term of contract that the DFCCIL reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract .</p>
44.0	<p><b>Infringement of patents:</b></p> <p>(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</p>

	<p>that may exist on such processed drawings or patterns which he may use of his own accord.</p> <p>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 license, 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 counter feiting.</p> <p><b>Indemnification by contractor:-</b> 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.</p>
45.0	<p><b>Insurance (CAR Policy)-</b></p> <p>Before commencing of works, it shall be obligatory for the contractor to obtain, at his own cost, insurance cover (CAR policy) in the joint name of the contractor and employer from reputed companies under the following requirements:</p> <ul style="list-style-type: none"><li>(a) (A) Liability for death of or injury to any person/ employer's staff / animals or things or loss of or damage to any property / things / the work of other contractor (other than the work) arising out of the performance of the Contract.</li><li>(b) (B) Construction Plant, Machinery and equipment brought to site by the Contractor.</li><li>(c) (C) Any other insurance cover as may be required by the law of the land.</li></ul> <p>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,</p>

	<p>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.</p> <p>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.</p> <p>The Contractor shall indemnify and keep indemnified the employer / Engineer against all such damages and compensation for which the contractor is liable.</p> <p>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.</p> <p>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.</p>
46.0	<p><b>Accident:-</b></p> <ul style="list-style-type: none"><li><b>(a)</b> 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.</li><li><b>(b)</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.</li><li><b>(c)</b> The contractor' 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.</li><li><b>(d)</b> The contractor shall be responsible for all repairs and rectification of damages to completed works or works under execution due to DFCCIL accidents,</li></ul>

	<p>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.</p>
47.0	<p><b>GST</b></p> <p>GST as applicable from time to time on taxable value of each running account bill shall be paid by Contractor. Tenderer should bear the fact in mind while quoting the rates that GST will be paid by Contractor as per prevailing rate as applicable. Documentary evidence of deposition of GST will be produced by contractor for on account bill.</p>
48.0	<p><b>PERMITS, FEES, TAXES &amp; ROYALTIES</b></p> <p>Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all taxes and duties.</p> <p>The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.</p>
49.0	<p><b>STATUTORY INCREASE IN DUTIES, TAXES ETC.</b></p> <p>Tenderers will examine the various provisions of the central Goods and services Tax Act, 2017 (CGST)/ Integrated goods and service 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 &amp; as amended from time to time and applicable taxes before bidding. Tenders will ensure that full benefit of input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.</p> <p>All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies as mentioned in 1.7 above.</p> <p>Further <b>DFCCIL</b> shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/bidding contractor should bear the above fact in mind. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.</p>



50.0	<p><b>EXCISE DUTY OR ANY OTHER TAXES/DUTIES:</b></p> <p>The contractor shall bear full taxes /duties <b>levied by state government</b> and / or Central Government/ Local bodies from time to time. This would be entirely a matter between the contractor and the State / Central Government/ Local bodies. No claim, what so ever, on this account shall be entertained by DFCCIL.</p>
51.0	<p><b>ROAD TAX CHARGES:</b></p> <p>Road Tax/Charges levied by Government for movement of vehicles of contractor, used in transportation, shall be borne by the contractor and no re-imburement on this account will be made by the DFCCIL.</p>
52.0	<p><b>FOREIGN EXCHANGE REQUIREMENTS:</b></p> <p>Any demand of foreign exchange for importing of equipment's and materials shall not be accepted.</p>
53.0	<p><b>ANTI PROFITEERING CLAUSE: -</b></p> <p>The contractor should adhere to anti profiteering provisions as per section 171 of the CGST Act. Where due to change in the rates GST/Change in law, the contractor gets any credits/benefits, the same shall be passed on to DFCCIL by way of reduction in prices.</p>
54.0	<p><b>INTEGRITY PACT:-</b></p> <p>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 4 for signature of bidder as acceptance, as and when Independent External monitor is appointed.</p>
55.0	<p><b>TOOLS-</b></p> <p>Tools required for this work will be arranged by the contractor.</p> <ol style="list-style-type: none"><li>All the tools and plants as required to execute the work will be arranged by contractor at his cost and nothing extra shall be paid on this account.</li><li>The contractor will ensure reconditioning / repair of the tools and plants at his own cost to keep them fit for use. He will repair the worn out tools at his own cost and nothing extra will be paid on this account.</li><li>The contractor should ensure that labour on work removes their tools clear of the track on the approach of the train. After the day's work the contractor should secure tools in proper tool boxes and in no case the labour be permitted to take tools to their homes. Tools should not be allowed to fall in unwanted hands who can tamper with the Railway/DFCCIL track.</li></ol>

	<p>In the event of accident at the work site the departmental enquiry will be held and in case it is established that derailment/accident has occurred on account of the contractor's negligence or the negligence of his men, damages as mentioned in the clause of penalty will be recovered.</p>												
56.0	<p><b>PENALTY –</b></p> <p>(a) In the event of accident at the work site the departmental enquiry will be held and in case it is established that derailment/accident has occurred on account of the contractor's negligence or the negligence of his men, damages at the following rates will be recovered from contractor: -                      Accident involving use of accident Relief train = Rs.50000/-                      Nominal accident not involving use of accident relief train Rs. 10000/-</p> <p>(b) Penalty for an amount of Rs. 500/- to Rs.2000/- depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions:</p> <ul style="list-style-type: none"> <li>• Any undisciplined behavior by the staff.</li> <li>• Discourteous behavior towards any officer or staff of DFCCIL.</li> <li>• Not wearing proper Safety PPE Kit.</li> <li>• Not carrying out the duties listed in the scope of work in a satisfactory Manner.</li> <li>• Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL</li> </ul> <p>(c) Penalty for some of the breaches in services will be as follows: -</p> <table border="1" data-bbox="300 1003 1445 1447"> <thead> <tr> <th data-bbox="300 1003 576 1077">S.N</th> <th data-bbox="576 1003 924 1077">Type of breaches</th> <th data-bbox="924 1003 1445 1077">Amount of Penalty</th> </tr> </thead> <tbody> <tr> <td data-bbox="300 1077 576 1151">1</td> <td data-bbox="576 1077 924 1151">Staff not in proper PPE Kit.</td> <td data-bbox="924 1077 1445 1151">Rs.50/- per staff per day</td> </tr> <tr> <td data-bbox="300 1151 576 1301">2</td> <td data-bbox="576 1151 924 1301">Staff turn up late</td> <td data-bbox="924 1151 1445 1301">Rs. 100/- per staff per Hour (After one hour late staff will not be allow to work)</td> </tr> <tr> <td data-bbox="300 1301 576 1447">3</td> <td data-bbox="576 1301 924 1447">Failure to provide replacement in Time</td> <td data-bbox="924 1301 1445 1447">Rs.100/- per staff per day</td> </tr> </tbody> </table>	S.N	Type of breaches	Amount of Penalty	1	Staff not in proper PPE Kit.	Rs.50/- per staff per day	2	Staff turn up late	Rs. 100/- per staff per Hour (After one hour late staff will not be allow to work)	3	Failure to provide replacement in Time	Rs.100/- per staff per day
S.N	Type of breaches	Amount of Penalty											
1	Staff not in proper PPE Kit.	Rs.50/- per staff per day											
2	Staff turn up late	Rs. 100/- per staff per Hour (After one hour late staff will not be allow to work)											
3	Failure to provide replacement in Time	Rs.100/- per staff per day											
57.0	<p><b>WORKING HOURS OF PERSONS/ SUPERVISOR :-</b></p> <p>Contractor shall provide the staff on all days of the months. The working hours of workman shall be 8 hrs in 24 hours or as specified in the schedule, However, timings may be advised without any overall impact on the period of duty as per DFCCIL requirement.</p>												
58.0	<p>DFCCIL not to Provide Quarters for Contractors: No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.</p>												

59.0	<p>In case the services of the Contractor are not found satisfactory, or there is a breach of any of the terms &amp; conditions of the contract and/or fails/neglects to carry out any instruction issued to it by DFCCIL from time to time the same can be terminated by DFCCIL on giving of a notice of one month. In case of unsatisfactory performance of the contract, a warning letter will be issued to the Contractor. In case corrective action is not taken, DFCCIL shall have the right to terminate the agreement without any further notice. Unsatisfactory service in this case would be frequent absence or poor attendance of workman, inability to provide replacement, lackadaisical work in maintaining cleanliness, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement. The Contractor shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Contractor, such action should be taken only with approval of DFCCIL.</p>
60.0	<p><b>SITE OFFICE:-</b></p> <p>(b) The Contractor shall establish the camp office at site and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound proper manner and shall employ only such supervisors, workmen &amp; laborers in or about the execution of any of these works as are careful and skilled in the various trades. The Camp office shall be completely equipped for office working with provision of sufficient T&amp;Ps, Office Equipment, accessories including advance version of PCs, printer, Fax, mail, phone etc and also with facilities like sitting, drinking water etc. The area of the office and facilities required must be sufficient enough to ensure effective office working at site office itself without any difficulties and issues. Suitable site on railway land, if conveniently available, may be allowed to the contractor for setting up the site office, site laboratory, either free of charge or on such terms and conditions that may be prescribed by DFCCIL.</p>

**SPECIAL CONDITIONS  
OF CONTRACT  
(SAFETY PRECAUTIONS)**

**PART-V**

**SPECIAL CONDITIONS OF CONTRACT**  
**(SAFETY PRECAUTIONS)**

<b>1.0</b>	<b>MEASURES TO BE ENSURED PRIOR TO START OF WORK</b>
1.1	The contractor shall not start any work without the presence of DFCCIL supervisors at site.
1.2	The methodology in detail for execution of the work at site shall be approved by engineering in charge of the organization executing the work and copies of the same shall be available with contractor's supervisor, DFCCIL supervisor of the section in whose jurisdiction the work falls.
1.3	Before permitting the execution of certain works like digging/ excavation work, foundation of mast, laying of cable, erection of octagonal mast/ High mast and any other electrical or civil work close to the running track etc., DFCCIL engineer-in-charge (APM/DPM/PM/Dy. CPM) of the section shall ensure that he received the prior intimation/confirmation of the following aspects from representative of contractor.
1.4	Name and address of the contract assigned to execute the work.
(i)	Name of the Contractor's supervisor
(ii)	Name of the supervisor/assistant engineer/assistant officer of the construction organization/other organizations who are going to be site in charge/in charge of work site.
(iii)	List of the number(s) of individual vehicle(s)/ machineries, names and license particulars of the driver(s) proposed to be used by contractor.
(iv)	Information regarding location, duration and timings during which the vehicles/machinery are planned to be plied/worked.
(v)	The supervisors and operators of the contractor proposed to be deployed at work site which is close to the running track, shall be imparted training by the DFCCIL trainer at contractor own cost about the safety measures to be adopted while working in the vicinity of running track. Further competency certificate to the individual supervisors/operator shall be issued as in Annexure-A by a DFCCIL officer not below the rank of Assistant level officer who is in charge of site. No supervisor/operator of the contractor shall work or allowed to work in the vicinity of running track who is not possession of valid competent certificate.
(vi)	Survey of site by supervisor of contractor and DFCCIL to assess the precautions to be taken at site for working of trains and materials required for protection.
(vii)	Written advice to sectional APM/DPM about the detailed planning of work including protection of track and safety measures proposed to be adopted.
(viii)	A copy of the approved methodology (to be approved by engineer in charge) proposed to be adapted by the contractor with a view to ensure safety of trains passengers and workers.
(ix)	Assurance that the methods and arrangements are actually available at site before start of the work and the contractors supervisors and the workers have clearly understood the safety aspects and requirement to be adapted/followed while executing the work.
(x)	An assurance register has been kept at site duly signed by both DFCCIL supervisor as well as by the contractor supervisor as a token of their having understood the safety precautions to be observed at site.
(xi)	No work shall which is to be done near running track shall commence unless permitted by sectional APM/DPM/PM/Dy.CPM
(xii)	Supplementary site specific instructions, wherever considered necessary shall be issued by the Engineer in Charge
(xiii)	Standard Check list on Safety at Work Sites shall be used to ensure that all the requisite measures have been taken before start of work.
<b>2.0</b>	<b>PLYING OF ROAD VEHICLES AND WORKING OF MACHINERIES CLOSE TO RUNNING TRACKS</b>

**Tender No.: PRYJ (W)/EL/High Mast Lighting/2023/T/01**

(i)	Normally, the road vehicles shall be run or machinery shall be worked so as not to come closer than 6.0m from center line of nearest running track.
(ii)	The land strip adjacent to running tracks, where road vehicle is to ply or machinery is to work, shall be demarcated by lime in advance in consultation with the DFCCIL's Supervisor. Wooden pegs at interval not exceeding 75mts shall be provided along the line marking as permanent marks. The road vehicles shall ply or machinery shall work so as not to infringe the line of demarcation.
(iii)	If a road vehicle or machinery is to work closer to 6.0m due to site conditions or requirement of work, following precautions shall be observed.
a.	In no case the road vehicle shall run or machinery shall work at distance less than 3.5m from center line of track.
b.	Demarcation of land shall be done by bright colored ribbon/nylon cord suspended on 120 cm high wooden/bamboo posts at distance of 3.5 m from center line of nearest running track.
c.	Presence of an authorized DFCCIL's representative shall be ensured before plying of vehicle or working of machinery.
d.	DFCCIL's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train. Whistle boards shall be provided wherever considered necessary.
e.	Lookout men shall be posted along the track at a distance of 800m from such locations who will carry red flag and whistles to warn the road vehicle/machinery users about the approaching trains. Lookout man shall be deputed for Safety at Work Sites.
f.	On curves where visibility is poor, additional lookout men shall be posted.
<b>(iv)</b>	<b>If vehicle/machinery is to be worked closer to 3.5m from running track.</b> Under unavoidable conditions, if road vehicles is to ply or machinery is to work closer to 3.5m due to site conditions or requirement of work, following precautions shall be observed:
a.	Plying of vehicles or working of machinery closer to 3.5m of running track shall be done only under protection of track. Traffic block shall be imposed wherever considered necessary. The site shall be protected as per provisions of Para No. 806 & 807 of P-Way Manual as case may be.
b.	Presence of a DFCCIL's Supervisor shall be ensured at worksite.
c.	DFCCIL's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train.
<b>(v)</b>	<b>Precaution to be taken while reversing road vehicle alongside the track.</b> The location where vehicle will take a turn shall be demarcated duly approved by DFCCIL's representative. The road vehicle driver shall always face the DFCCIL track during the course of turning/reversing his vehicle. Presence of an authorized DFCCIL representative shall be ensured at such location.
<b>(vi)</b>	Road vehicle shall not be allowed to run along the track during night hours generally. In unavoidable situations, however, vehicles shall be allowed to work during night hours only in the presence of an authorized DFCCIL's representative and where adequate lighting arrangements are made and where adequate precautions as mentioned earlier have been ensured.
<b>(vii)</b>	Road vehicles/machinery/plant etc. when stabled near running tracks shall be properly secured against any possible roll off and always be manned even during off hours.
3.0	<b><u>EXECUTION OF WORKS CLOSE TO OR ON RUNNING LINES</u></b> Any work close to or on running tracks shall be executed under the presence of a DFCCIL's Supervisor only.

<b>(i)</b>	<b>Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.</b>
<b>(a)</b>	Contractor has deputed trained supervisors in required number at worksites duly certified by APM/DPM/PM/Dy. CPM in charge of the works.
<b>(b)</b>	Drivers of vehicle/operators of the machines have been briefed about the safety and precautions to be taken while moving / working close to traffic.
<b>(c)</b>	<b>Contractor shall ply road vehicles/working of machinery only between sunset and sunrise. In case of emergency where it is necessary to work during night hours sufficient lighting shall be ensured in the complete work area for the safety of public and passengers. Also additional staff shall be posted as necessary for night working and taking safety precautions.</b>
<b>(d)</b>	The contractor shall not change the approved vehicle/machinery and driver/operator for working at site. Contractor shall not induct any new vehicle/machinery and driver/operator without prior written approval of APM/DPM and the list of such changes with numbers of individual vehicle, name and license particulars of the driver shall be given to APM/DPM/PM/Dy. CPM of the section.
<b>(e)</b>	Contractor shall ensure that road vehicle/machinery ply/work in a way so that these do not infringe the line of demonstration.
<b>(f)</b>	Lookout men with required safety equipment shall be posted where necessary.
<b>(g)</b>	In unusual circumstances, where operator apprehends danger to track while working truck/machinery near running track, following action shall be taken.
<b>a)</b>	The contractor/supervisor/vehicle operator immediately advice the situation to DFCCIL official/officials of the organization executing the work and assist him/them in protecting the track.
<b>b)</b>	Protection shall be done as done for other emergencies
<b>(h)</b>	Individual vehicle/machinery shall not be left unattended at site of work. If it is unavoidable and becomes necessary to stable the road vehicle/machinery at site near the running track, these shall be properly secured against any possible roll off and always be manned even during non-working hours. In addition the road vehicle / machinery should be stabled parallel to track only so that incase of failure of any securing arrangement, it may not roll towards the track.
<b>(i)</b>	All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimensions do not infringe. Necessary checks shall be exercised by site in charge from time to time.
<b>(j)</b>	During the hours of night, lamps of temporary indicators which are not of reflective type should be lit at sun-set and kept burning till sun rise, where trains run at night.
<b>(ii)</b>	<b>Precaution to be taken to ensure safety of electrical/signal/ telephone cables while excavating near tracks.</b>
<b>(a)</b>	Particular care shall be taken to mark the locations of buried electrical/signal/telephone cables on the plans jointly with S & T/Electric supervisor and also at site so that these are not damaged during excavation
<b>(b)</b>	Copy of the cable plan should be given to the contractor's authorized representative before handing over the site to start the work.
<b>(c)</b>	Due care shall be taken to ensure that any part of the equipment or machinery or temporary arrangement does not come close to cables while working.
<b>(iii)</b>	<b>Precaution to be taken during execution of works requiring traffic blocks.</b>
<b>a)</b>	Any work, which infringes the moving dimensions or causes discontinuity in the track any activity making the existing track unsafe for passage of trains etc. Shall be started only after the traffic block has been

	imposed, DFCCIL servant in charge of the work is present at the worksite, engineering signals are exhibited at specified distance and flagmen are posted with necessary equipment to man them etc
<b>b)</b>	Before closing the work, the track shall be left with the proper track geometry so that the trains run safely and flagmen are kept in the night with safety and track protection equipment to patrol the stretch and take action to protect the track, if so warranted and inform the DFCCIL supervisors.
<b>c)</b>	After completion of work the released sleeper and fittings should be properly stacked away from the track to be kept clear of moving dimensions.
<b>d)</b>	Block shall be removed only when all the temporary arrangement, machineries, tools, plants etc. have been kept clear of moving dimensions.
<b>(iv)</b>	<b>Precaution to be taken during execution of works during night.</b> The work close to running line, generally, shall be carried out only during day hours. At locations, however, where night working is unavoidable, proper lighting arrangement should be made. The engineering indicator boards shall be lighted during night hours as per the provisions of IRPWM. The staff deputed for night working should have taken adequate rest before deploying them in night shift. We can specify duration of night shift from 20.00 hrs to 04.00 hrs. All other safety precautions applicable for day time work should be strictly observed during night working.
<b>(v)</b>	<b>Precautions to be taken to ensure safety of workers while working close to running lines.</b>
<b>a)</b>	Any work close to or on running tracks shall be executed under the presence of a DFCCIL's supervisor only.
<b>b)</b>	Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.
	<ul style="list-style-type: none"> <li>(i) Such works shall be planned and necessary drawings particularly with regard to infringement to moving dimensions shall be finalized duly approved by competent authority before execution of work. The work shall be executed only as per approved procedure and drawings.</li> <li>(ii) All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimension do not infringe.</li> <li>(iii) Suitable speed restriction shall be imposed or Traffic block shall be ensured as required.</li> <li>(iv) The site shall be protected as per provisions of Para No. 806 &amp; 807 of P.Way Manual as case may be.</li> <li>(v) Necessary equipment for safety of trains during emergency shall be kept ready at site.</li> </ul>
<b>c)</b>	A 'first aid kit' shall always be kept ready at site.
<b>(vi)</b>	<b>Precaution shall be taken for safety of public or passengers, while executing works at locations, used by passengers and public.,</b> The worksite shall be suitably demarcated to keep public and passengers away from work area. Necessary signage boards such as "Work in progress. Inconvenience is regretted" etc. shall be provided at appropriate locations to warn the public/ passengers. Adequate lighting arrangement of worksite wherever required shall be done to ensure safety of public/passengers during night.
<b>(vii)</b>	<b>Precaution to be taken before stacking materials alongside the track to ensure that safety of trains is not affected.</b> The following precautions shall be taken before stacking the materials along the track for stacking of ballast, rails, sleepers etc.
<b>a)</b>	The sites for material stacking should be selected in advance in such a manner as to ensure that no part of the material to be stacked is infringing the Standard Moving Dimensions. A plan of proposed stacking locations be made and signed jointly by an authorized DFCCIL's representative and contractor's representative.
<b>b)</b>	The selected locations shall be marked by lime in advance.
<b>c)</b>	Presence of an authorized DFCCIL's representative while unloading and stacking shall be ensured.



d)	The material shall be stacked in such a height so as to not to infringe SOD in case of accidental roll off.
<b>(viii)</b>	<b>Precaution for handling of departmental material trains</b> Instructions for working of material trains are contained in Chapter XII of IRPWM which should be brought to the notice of the supervisors and other staff working on the material trains. In addition to this, following precautions should be taken:
(a)	Issue of 'fit to run' certificate. As per Para 1207 before a material train is allowed to work, the complete rake should be examined by the Carriage and Wagon staff and a 'fit to run' certificate issued to the Guard.
(b)	As per Para 1208 of IRPWM, a qualified Engineering official should be deputed on the train to ensure working of the material train as the Guard is not qualified to carry out such duties like Supervising of loading and unloading of materials.
(c)	As per Para 1204 of IRPWM, the material train should not be permitted to work during the period of poor visibility due to fog, storm or any other cause except with the permission of the APM/DPM/PM/Dy. CPM. Working of the material trains carrying labour should not be permitted between sunset and sunrise except in an emergency.
(d)	While unloading rail panels by the side of the running track, placement of the panels, clear of the maximum moving dimensions should be ensured.
(e)	Unloading of rail panels should be done by a team of trained staff under the active supervision of competent Supervisor/Officer.
(f)	Before unloading of rail panels, site should be prepared by way of leveling/removing extra ballast, if any, from the crib and shoulder with the objective to ensure requisite lateral and vertical clearances so as to prevent slippage of rail panels due to vibration during the passage of trains.
(g)	Reasonably adequate block should be asked and provided for unloading of the material and the work should be done preferably in day light to avoid shortcut in haste which may infringe the safety requirements.
<b>(ix)</b>	<b><u>SAFETY ASPECTS TO BE OBSERVED WHILE WORKING IN OHE AREA</u></b>
(a)	No electrical work close to running track shall be carried out without permission of DFCCIL representative.
(b)	A minimum distance of 2m has to be maintained between live OHE wire and body part of worker or tools or metallic supports etc.
(c)	No electric connection etc. can be tapped from OHE.
(d)	Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.
(e)	Power block is correctly taken and 'permit to work' is issued.
(f)	The structure bonds, track bonds, cross bonds, longitudinal rail bonds are not disturbed and
(g)	If disconnected for the work, they are reconnected properly when the work is completed.
(h)	The track level is not raised beyond the permissible limit during the work.
<b>4.0</b>	<b><u>PROTECTION OF TRACK DURING EMERGENCY</u></b>
(i)	<b>Action to be taken when a contractor's supervisor or vehicle operator apprehends any unusual circumstances likely to infringe the track and endanger safe running of trains.</b> At any time if a contractor's supervisor or vehicle operator observes any unusual circumstances likely to infringe the track and apprehend danger to safe running of track, he shall take immediate steps to advise a DFCCIL official of such danger and assist him in protection of track. The track shall be protected as under. One person shall immediately plant a red flag (red lamp during night) at the spot and proceed with all haste in the direction of approaching train with a red flag in hand (red lamp during night) and plant a detonator on rail at a distance of 600m from the place of obstruction of BG track after which he shall further proceed for not less than 1200m from the place of obstruction from BG track and plant three detonators at 10m apart on rails. After this he shall display the red flag (red lamp during night) at a distance of 45m from the detonators.

	Attempts shall also be made to send an advice to nearest DFCCIL station about the incident immediately.
<b>(ii)</b>	<b>Action to be taken if train is seen approaching to site of danger and there is no time to protect the track as per guidelines mentioned above.</b> In such a case the detonators shall be planted on rails immediately at distance away from place of danger as far as possible and attention of driver of approaching train shall be invited by whistling, waving the red flag vigorously, gesticulating and shouting.
<b>(iii)</b>	<b>Action to be taken if more than one track is obstructed.</b>
<b>a)</b>	In case of single line protection as above shall be done in both the directions from place of danger.
<b>b)</b>	In case of double line or multiple lines, if other tracks are also obstructed, the protection as above shall be done for other track also. The protection shall be done in that direction and on that track first on which train is likely to arrive first.
<b>c)</b>	The Contractor's Supervisors, Operators and lookout men shall be properly explained about the direction of trains on running tracks.
<b>(iv)</b>	<b>Equipment required for protection of track.</b> Minimum compliment of protection equipment i.e. 10 detonators, 4 red hand flags, 4 red hand lamps, 4 banner flags and whistles etc. shall always be kept ready at worksites for use in case of emergency. DFCCIL will arrange to provide detonators, whereas Contractor shall arrange other equipment at his own cost.
<b>(v)</b>	<b>Arrangement of lookout men and competency required for lookout man to warn labour about approaching train.</b>
<b>a)</b>	Contractor will provide lookout men
<b>b)</b>	The lookout men shall be properly trained in warning to staff at worksite about approaching train.
<b>c)</b>	Only those lookout men shall be provided at site who have been issued with a competency certificate by the DFCCIL's Supervisor.
<b>d)</b>	In case, it is felt necessary to provide lookout men by DFCCIL, the charges for the same as fixed by DFCCIL Administration shall be recovered from Contractor.
<b>5.0</b>	<b><u>TRAINING TO SUPERVISORS AND OPERATORS OF CONTRACTOR</u></b>
	The Supervisors and Operators of the contractor proposed to be deployed at wok site, which is close to the running track, shall be imparted mandatory training by the DFCCIL at site free of cost about the safety measures to be adopted while working in the vicinity of running track. Engineer-in charge of the work shall decide the scale, extent & adequacy of training. In case training is imparted at a recognized DFCCIL training institute, the charges for the same, as decided by DFCCIL, shall be recovered from contractor. A competency certificate to this effect to the individual Supervisor/ Operator shall be issued as given below by a DFCCIL Officer not below the rank of Project Manager. No Supervisor/Operator of the Contractor shall work or allowed to work in the vicinity of running track that is not in possession of valid competency certificate. All the labour, materials, tools, plants etc. except detonators, required for ensuring safe running of trains shall be provided by Contractor at his own cost. Wherever lookout men are provided by DFCCIL, charges at the rate of Rs. 500/- per man day shall be recovered from Contractor.
<b>6.0</b>	<b><u>SPECIAL CONDITIONS FOR WORKING OF ROAD CRANES</u></b>

	<p>To ensure safe working of road cranes used in works in connection with provision of ROB/RUB/Subways, following items shall invariable be ensured before putting the cranes to use:-</p> <ul style="list-style-type: none"><li>(i) No machine shall be selected to do any lifting on a specific job until its size and characteristics are considered against the weights, dimensions and lift radii of the heaviest and largest loads.</li><li>(ii) The contractor shall ensure that a valid Certificate of Fitness is available before use of Road Cranes.</li><li>(iii) Contractors should utilize the services of any competent person as defined in Factories Act, 1948 and approved by Chief Inspector of Factories.</li><li>(iv) The laminated photocopies of fitness certificate issued by competent persons, the operators' photo, manufacturer's load chart and competency certificate shall always be either kept in the operator cabin or pasted on the visible surface of the lifting appliances.</li><li>(v) All lifting appliances including all parts and gears thereof, whether fixed or movable shall be thoroughly tested and examined by a competent person once at least in every six months or after it has undergone any alterations or repairs liable to affect its strength or stability.</li></ul>
<b>7.0</b>	<p><b>Contractor shall indemnify DFCCIL</b> against any loss/damage to public property, travel in public, DFCCIL or his own staff due to his (contractor's) negligence. In case there is any mishap, a fact finding inquiry will be conducted by DFCCIL. A show cause notice will be issued to the contractor, in case he is prima-facie held responsible. Contractor's reply to show cause notice will be considered by the Engineer in Charge before taking final decision. In case contractor is found responsible for the mishap, recovery from him will be affected for only tangible direct losses.</p>
	<p style="text-align: center;"><b><u>Competency Certificate</u></b></p> <p>Certified that Shri _____ Supervisor/Operator of M/s. _____ has been trained and examined in safety measures to be followed while working in the vicinity of running DFCCIL track for the work _____. His knowledge has been found satisfactory and he is capable of supervising the work safely.</p> <p>This certificate is valid only for the work mentioned in this certificate only.</p> <p style="text-align: right;"><b>Signature and designation of the officer</b></p>

# **SPECIAL CONDITIONS OF CONTRACT (TECHNICAL)**

**PART-VI**

**Part A**

**SPECIALCONDITIONSOFCONTRACT (TECHNICAL-ELECTRICAL)**

1. The work shall be carried out in accordance with the approved specification/drawing and other relevant standard of general electrical work as specified in tender by Engineer.
2. Work shall be carried out strictly as per IE rules and wherever applicable equipment's should comply with latest Indian Standards, Statutory Regulations and Labour Acts etc.
3. Energy efficient equipment shall be used as prescribed in energy Conservation Building Code-2007 of BEE and star ratings of BEE wherever applicable. Contractor shall arrange inspection of major electrical assets / equipment's at his own expenditures per DFCCIL requirement.
4. The work shall be carried out in best workmanship like manner and any defect in the work due to changes in the design etc. as pointed out by DFCCIL authority shall be carried out by the contractor.
5. In case of any dispute regarding the lay out and any other technical matter, the decision of GM-CO Prayagraj East will be final and binding on the contractor.

**6. Inspection of Material**

- (a) For inspection of the materials desired by DFCCIL, DFCCIL's representative/agency/unit will visit to manufacturer's premises to conduct the tests, if necessary. Contractor shall provide all necessary assistance in carrying out tests and inspection at his own cost.
- (b) Pre commissioning tests if needed on various equipment may be carried out jointly by the contractor.
- (c) Contractor shall submit design & drawing of different circuits/system & get approval before starting of work & submit minimum 6 copies of each approved drawings including soft copies if any.
- (d) The factory inspection/lab test of any of the item in the schedule/part of any job or assembly in schedule can be conducted on the desire of DFCCIL.
- (e) The factory inspection sample testing / lab test will be conducted as per specification/Drawing of the item and other relevant standards as per the discretion of DFCCILs.
- (f) It will be responsibility of the contractor to take clarification from DFCCILs in case of any doubt in specification/ drawing before fabrication/assembly /delivery of any of the item in the schedule/part of any job or assembly in schedule.
- (g) At the time of submission of drawings/ sample, contractor has to submit relevant documents regarding the certification & specifications and technical catalog user electing all the technical parameters of the item.
- (h) Only the ISI/BEE or any other relevant mark/ label or any certificate produced in support, may not be ought to approve the sample, further verifications/ factory inspection/lab test may be carried out as per the discretion of DFCCILs.
- (i) The tests on any of the item in the schedule/part of any job or assembly in schedule will be performed in an NAL/Govt. Lab. or manufacturer's premises as desired by DFCCILs.
- (j) THE COST OF FACTORY INSPECTION/LAB TESTS/DOCUMENTATIONS WILL BE BORNE BY THE CONTRACTOR.
- (k) In case of any kind of confusion/conflict/dispute, the decision of DFCCIL will be final and binding on the contractor.

# **TECHNICAL SPECIFICATION**

**PART-B**

**TECHNICAL SPECIFICATIONS**

**SCOPE OF WORK & EXPLANATORY NOTES**

**1. Scope of Work:**

The scope of work covers “Electrical works in connection with provision of lights at various stations of DFCCIL GM-CO Prayagraj West unit.

1.1 The subject work involves supply of materials, fittings and components as per relevant IS, BIS, RDSO, specifications as given in reference list of this tender document. In case any standard/ Specification is not available for any item, relevant Indian standard shall be followed with prior approval of purchaser in writing.

1.2 The contractor shall carry out detailed site survey at each station with concerned JPM/Sr.executive/executive/ Electrical and access the quantum of work. The cable route plan, locations of high mast, earthing stations, junction boxes etc. shall be decided mutually duly consulting other departments viz. civil, S&T. OP&BD as required. The contractor shall develop a layout plan of lighting work and obtain approval of DFCCIL before starting of work. On completion of work 03 copies of the layout plan shall be handed over to DFCCIL.

1.3 The proposed work is for providing required High mast lights for illuminations of station Yards at 06 nos. crossing/junction stations of DFCCIL in New Karchana (Ex)- New Bhaupur(Ex) section as under:

- (i) High mast lights for illuminations of station Yards.
- (ii) Any other requirement as per site conditions.

1.4 The scope of work covers “Electrical Works in connection with Provision of High Mast Lighting at the Substation Yard Area in MREN, SJTN, RUBN, MWHN, CNBN & BZMN Station of Prayagraj West Unit.”

**Explanatory Notes:**

Item-1: The price shall cover Supply, erection, testing & commissioning of hot dip galvanized High Mast Tower 20 Mtr. high, Base plate dia. 650x 25 mm, with base outer dia 410mm and top outer dia.150mm suitable for wind velocity as per IS:875 Pt 03, on G.I. polygon pole with lowering and raising facilities by single wire rope, 6 mm dia, 2350 Kg breaking load, double drum winch and automatic switching device along with 16 (Sixteen) Nos. 170 Watt LED floodlight/ Beam light luminaries, outdoor type, weather proof, die cast aluminum housing, suitable to work on 230 V AC supply, Philips /Bajaj/ Crompton Greaves/ Havells make. This includes foundation work as per design. High mast should be as per IS: 875/Part(3) BSTN-10025/1993, CPE-III TRT/1996 of ILEUK. Octagonal pole S355JO, Galvanization IS:2629 BSEN ISO-1461 and Make of BAJAJ, PHILIPS, CROMPTON AND BPP HIGH MAST, GE, VENTURA, UTKARSH, WIPRO & ASTER.

Mandatory Accessories are Winch, Mechanical torque limiter, motor, 6 mm dia. SS wire rope, Trailing cable, Power tool, Lantern carriage, Pullies, Head frame, Lightning protection Finial & Buffer, Feeder Pillar, Manual cranking handle, automatic switching control, Aviation obstruction warning light.

**COMMON FEATURES:**

- (1) Type of Joints for section–Slip –Stress fit.
- (2) Raising low ring speed–3 Mtr/Min.
- (3) Lubrication arrangement and type –Permanent oil bath –SAE90/140.
- (4) Lifting capacity– 500 –750 Kg.
- (5) Trailing cable– ERP /PCP sheathed multi core flexible copper.
- (6) PCD in mm– 550.
- (7) Power tool (reversible)–440Volt, 50Hz.1 HP/1.5HP.

Item-2:The price shall cover Collecting, transporting from DFC store to site, laying, testing and commissioning of LT/HT cables of different sizes. Laying direct in ground (including excavation, sand cushioning, protection brick covering and refilling the trench etc.), direct in RCC/metal pipes in Road/track crossing and on surface/required in wall/in concrete floor by cutting recessed and finished originally as required as per relevant technical specification.

Item-3:The price shall cover Supply of Double Walled Corrugated Pipes/HDPE (Elect.REX/Tele REX or similar) for underground Power cable protection 120mm Outer Dia. 103.5 mm Inner Dia in 6 Meters straight length as per .No.BSEN50086-1&BSEN50086-2,4& BIS draft Spec.DOCHQLTD14(5071)&ETD (5072) to Spec.IS14930 part II.  
NOTE-One couple for joining shall be supplied with each 6mtrs length.

Item-4:The price shall cover Horizontal boring under railway track/road and laying 120 mm dia. DWC Double Walled Corrugated pipes at the depth of 1.4 meter to 2.1 meter from formation level (Level of earth below ballast) as per drawing and directed by site-in-charge by trenchless technology excluding the cost of DWC pipes.

Item-5:The price shall cover earthing with 40 mm dia. GI pipe class B, 3 meter long earth erected as per IS:3044/ 1985B (latest version) to achieve earth resistance less than 5 Ohms including construction of masonry enclosure with hinged cover plate of cast-iron with locking arrangement (approx. 400 mm x 400 mm) on top provision of earth plate. Connection from earth electrode to switch gear/pole as per drawing.

Item-6: The price shall cover supply and erection of Cable Junction box IP 66/67 weatherproof, for outdoor installation (with knockouts for cable entry) with terminals, size 225x295x122 mm Hensal or similar.

1.5 The work involves mainly following activities: -

- (i) Laying of main cables of from ESS to either end of station yard with provision of feeder pillars, junction box, MCBs/MCCBs as required.
- (ii) Laying cable for individual circuit/high mast light with provision of MCB/MCCBs as required from feeder pillar / junction box.
- (iii) Earthing of the system as required by connecting equipments/ armours to BEC/ earth pit as required. 8 SWG GI wire shall be used for connecting equipments to BEC/Earth pit.



1.6 The contractor shall submit list of material to be procured with relevant specification, make and details of supplier before making procurement to purchaser's, Engineer and get it approved to avoid any dispute. Purchaser's, authorized engineer will carry out inspection of material before acceptance for erection. No erection work shall be undertaken till the material is accepted by purchaser's authorized engineer. The acceptable makes of major items are given in reference list at page-104.

1.7 The work shall involve erection as per laid down procedure. No sub-standard method/unsafe practice shall be used during erection. Contractor shall ensure that manpower deployed by him is having required technical qualification & skill for undertaking electrical work.

1.8 Contractor shall ensure that no damage is caused to DFCCIL/Railway premises/buildings/tracks etc.

1.9 In case of cable laying under track, contractor shall prepare a drawing and get it approved from railway/DFCCIL as required.

1.10 For any digging work, prior approval of purchaser's engineer shall be obtained.

1.11 Contractor shall provide all safety gadgets/tools to his workmen as required for subject work in electrified area. Contractor shall counsel his staff for safety rules to be followed while working near tracks in electrified area.

1.12 The contractor shall have valid electrical contractor license during execution of work. It may be noted that the subject work will be carried out near 2x25KV OHE system. Contractors shall ensure that the staff deployed by him is well aware of the safety precautions to be undertaken while working in electrified sections. He will provide necessary safety gadgets to his staff like hand gloves, safety shoes, PPE, helmets, safety belts etc. as required.

1.13 The specific erection work like erection of HML etc. may require power block of OHE. Contractor shall identify such locations before undertaking erection work in consultation with executive/sr. executive/ elect./DFCCIL. The concerned JPM/ Sr. executive/ executive shall take power block/ traffic block as per requirement and issue permit to work to contractor after providing discharge rod on OHE.

1.14 Permission for digging/excavation shall be obtained from DFCCIL in prescribed format. In case of any damage of any surface, wall, formation etc. due to excavation of trench, casting of foundation etc., same shall be repaired & restored to original condition by the contractor.

1.15 During excavation / digging, utmost care shall be taken to protect underground cable of S&T and electrical department. Buried earth conductor (BEC) has been laid 60 cm below ground level and due care shall be taken to avoid any damage to BEC.

1.16 Contractor shall maintain the work in good working order for maintenance period of 12 Months.

1.17 The contractor shall ensure that his staff wears identity cards issued by JPM/Sr.Exe./executive/ elect. Or DPM /Elect. The staff deployed by contractor shall behave with courtesy and shall not have any criminal case pending. Contractor shall ensure police verification before engaging any staff.

**2. Work Locations:**

S.N	Work Location	Number of High Mast	Jurisdictions
1.	New Manauri Crossing Station	4	Dy.PM/EL/PRYJ(W)
2.	New Sujatpur Crossing Station	5	
3.	New Rasulabad Crossing Station	4	
4.	New Malwan Crossing Station	4	Dy.PM/EL/CNBN
5.	New Kanpur Junction Station	5	
6.	New Bhimsen Crossing station	5	

**3. Itemwise Explanatory Notes:-**

**Item-1:**The price shall cover Supply , erection , testing & commissioning of hot dip galvanized high mast tower 20 mtr high, suitable for wind velocity as per IS : 875 R.3 on GI polygon pole with lowering and rising facilities by single wire' rope 6mm dia,2350kg braking load , double drum winch and automatic switching device as per specification attached , along with 16 { sixteen} no's , 170 watt LED flood light / Beam Tight luminaries, outdoor type , weather proof , die cast aluminium housing suitable to work on 230 AC supply Philips/Bajaj/Crompton Greaves/ Havells make. This includes foundation work as per design. High mast should be as per IS: 875/Part(3) BSTN-10025/1993,CPE-III TRT/1996 of ILEUK. Octagonal pole S355JO, Galvanization IS: 2629 BSEN ISO- 1461 and Make of BAJAJ, PHILIPS, CROMPTON AND BPP HIGH MAST, GE, VENTURE, UTKARSH, WIPRO & ASTER.

Mandatory Accessories are Winch, Mechanical torque limiter, motor, 6 mm dai. SS wire rope, trailing cable, power tool, Lantern carriage, Pullies, Head frame, Lightening protection Final & Buffer, feeder Pillar, Manual cranking handle , automatic switching control, Aviation obstruction warning light.

**COMMON FEATURES:**

1. Type of Joints for section-Slip-Stress fit.
2. Raising lowering speed-3Mtr/Min.
3. Lubrication arrangement and type-Permanent oil bath-SAE 90/140.
4. Lifting capacity-500-750Kg.
5. Trailing cable-ERP/PCP sheathed multi core flexible copper.
6. PCD in mm-550.
7. Power tool (reversible)-440 Volt, 50Hz, 1HP/1.5HP.

**Applicable Standard:**

S.N	Code No.	Title
1	IS: 875 (part -III)-1987	Code and practice for wind loads
2	ILE TR-7 latest addition	Specification of mast
3	BS-5649, part-7	Structure design
4	BSEN 100025/100027 BS:4360	Mast section
5	IS: 2062	Base plate, Top plate
6	BS- 5135 or 9595	Welding
7	BS-729 / IS 2629	Galvanizing
8	IS-367	Foundation

**POWER TOOL FOR THE WINCH –**

A suitable, high powered, electrically driven, internally mounted power tool, with manual over ride, shall be supplied for the raising and lowering of the lantern carriage for maintenance purpose.

The speed of the power tool shall be single speed, provided with motor of the required rating. The power tool shall be supplied complete with suitable control. The capacity and speed of the electrical motor used in power tool shall be suitable for the lifting of the design load installed on the lantern carriage.

The power tool mounting shall be so designed that it will be not only self-supporting but also aligns the power tool perfectly with respect to the winch spindle during the operations. Also a handle for the manual operation of the winches in case of problems with the electrically operated tool shall be provided and shall incorporate a torque-limiting device.

**EARTHING TERMINALS -**

Suitable earthing terminal using 12 mm diameter stainless steel bolts shall be provided at a convenient location on the base of the mast for lightning and electrical earthing of the mast.

**FOUNDATION, ERECTION AND INSTALLATION –**

The tenderer must see the site closely before quoting the rates with regard to the nature of soil, average depth of de-composed garbage and debris at mast locations and other site conditions before working out the type foundation and specifications for the proposed high mast of Tender schedule.

The tenderer shall be responsible for the design of the foundation and safe erection and installation of the high mast in mechanically and structurally safe working condition for the design life of the mast. The load bearing capacity of the soil of site should be taken in to account to decide the type of foundation and its specifications, as recommended by the manufacturer.

The holding down bolts shall be at least 4/6 nos of High tensile strength (Tor steel, 410 N/pa Y.S.) and shall be supplied complete with anchor plate of 6 mm thick for casting into the foundation. The precision made steel template with tube holes should be provided to ensure correct verticality and horizontality of bolt alignment. Two earth terminals shall be provided for each mast and shall be connected to earth.

Make and type shall be got approved by GM/EL/DFCCIL Prayagraj.

**INSPECTION CLAUSE -**

**Item-1:** The tenderer shall arrange inspection of high-mast at manufacturer's premises before dispatch. A copy of the test certificate shall be submitted with the supply of the High mast. After erection of the High-mast at site, the tenderer shall arrange final inspection by the manufacturing firm and issue relevant safety certificate.

**Item-2:** The price shall cover Collecting, transporting from DFC store to site, laying, testing & commissioning of HL/LT cables of different sizes. Laying direct in ground (including excavation, sand cushioning , protection bricks covering, and refilling the trench etc.) , direct in RCC /metal pipe in road/track crossing and on surface required as per relevant technical specifications.

**Item-3** The price shall cover Supply of doubled walled corrugated Pipes/HDPE (Elect. Rex/Tele, REX or similar) for underground cable protection 120 mm outer dia. 103.5 mm inner dia. in 6 meters straight length as per British std Mo BSENS0086-1 & BSEN 50086\*2,4 & BIS draft specification DOC HQ Ltd 14( (5071) & ETD (5072) to spec TS14930 part II.

**NOTE** - One coupler for joining shall be supplied with each 6 meter length

**Item-4** The price shall cover Horizontal boring under railway track /road for laying 120 mm dia DWC doubled walled corrugated pipes at the depth of 1.4 meter to 2.1 meter from formation level ( level of earth below ballast) as per drawing and directed by site incharge by trenchless technology excluding cost of DWC pipes.

**Item -5** The price shall cover Earthing with 40 mm dia GI pipe class-B, 3 meter long earth electrode as per IS 3044/1985B (latest version) to achieve earth resistance less than 5 ohms including construction of masonry enclosures with hinge over plate of cast iron with locking arrangement approximately 400mm X 400mm) on top provision of earth plate Connection from earth electrode to switch gear/pole as per drawing.

**Item-6**The price shall cover Cable Junction box IP 66/67 weather proof , for outdoor installation ( with knockouts for cable entry) with terminals, size 225x295x122 as per Hensal catalog KF 3535 B or similar.

The successful tenderer shall supply all items as per below mentioned specifications and makes.

**List for Make of Products:**

\*\*\*\*\*

<b>S.N.</b>	<b>Item</b>	<b>Relevant Standards/ specifications (Latest Ver.)</b>	<b>Reference Makes</b>
1	MCCBs, MCBs, ELCBS/RCCBs, RCBO,DB,ICTPN, TP, HRC fuse, Changing over switch, Switch Fuse Unit	<i>IS: 8828/1996 for MCBIS:13947(Part- 1)/1993&amp; part5/Sec1)/2004forMCCBIS :12640/2008(Part-1)for RCCB &amp;(Part-2) for RCBO.IS:13703/1993forLV HRC fuse IS:13947(Part-3)/1993forSFU</i>	L&T, Crompton Greave, Siemens, Legrand, Jyoti, GEC, BCH, Schneider, ABB.
2	PVC/XLPEPowerCablesupt o1.1kV grade	<i>IS: 694/2010 for PVC cable, I S: 1554(Part-1&amp;2)/1988 for heavy duty PVC cable,IS:7098(Part- 1)/1988forXLPE Cable</i>	CCI, Universal Cable, RPG, NICCO, Asian, Fort Gloster, Finolex, INCAB.
5	Rotary Switches. Selector Switches	<i>Relevant IS</i>	Kaycee, L&T, GE, ABB, Siemens, or Similar.
6	Galvanized High Mast Tower / Tubular pole / Octagonal pole for general purpose lighting	<i>IS:875(Part-3)/1987forHigh mast Structure, BSTN- 10025/1993forHighMastSh aft, IS:2026forothercomponentI S:2629/1985, BSENISO-1461for Galvanization</i>	BAJAJ, PHILIPS, GE, CROMPTON, BPP HIGH MAS, VENTURE, UTKARSH , WIPRO & ASTER
8	Timers-electronic solid state	<i>IEC:60947(2004)</i>	ABB, BHEL, GE, Jyoti, L&T, BCH, Siemens, Legrand
9	Electrical accessories (Piano switch, Plugs &sockets, ceiling rose, Angle holder, holders, Modular switch and socket)	<i>IS:3854/1997forswitchesI S:1293/2005for Plugs &amp;sockets IS: 371/1999 for ceiling roseIS:1258/2005forlamphold er Bakelite</i>	SSK (Top line), Anchor (Penta- ornet), Precision (Prime), CONA (Nice-Indian), Legrand, ABB.

Tender No.: **PRYJ (W)/EL/High Mast Lighting/2023/T/01**

10	GI/ MS Pipe	IS:1239(Part-1)/1990	TATA, Jindal, Prakash, Surya or Similar.
11.	LED Light Fixtures	IS: 16101-2012,IS: 16102-2012 Part-1,2 IS: 16103-2012	Phillips, Crompton, Bajaj, Havells.

**TENDER FORMS  
&  
ANNEXURES**

**PART- VII  
TENDER FORMS**

**FORM No.                      SUBJECT**

Form No.1 Schedule of items

Form No.2 Standing indemnity bond for on account payment.

Form No.3 Format of Integrity Pact

Form No.4 Anti-profiteering



Schedule of Item, Quantities and Rates					
Electrical Works in connection with Provision of High Mast lighting at the Substation Yard Area in New Manauri, New Sujatpur, New Rasulabad, New Malawan, New Kanpur & New Bhimsen station of Prayagraj West Unit.					
SN	Description	Unit	Qty	Unit Rate	Amount
1	Supply , erection , testing & commissioning of hot dip galvanized high mast tower 20 mtr high, suitable for wind velocity as per IS : 875 R.3 on GI polygon pole with lowering and rising facilities by single wire' rope 6mm dia,2350kg braking load , double drum winch and automatic switching device as per specification attached , along with 16 { sixteen) nos , 170 watt LED flood light / Beam Tight luminaries, outdoor type , weather proof , die cast aluminum housing suitable to work on 230 AC supply Philips/Bajaj/Crompton Greaves/ Havells make	Each	27	496146.00	13395942.00
2	Collecting, transporting from DFC store to site, laying, testing & commissioning of HL/LT cables of different sizes. Laying direct in ground (including excavation, sand cushioning , protection bricks covering, and refilling the trench etc.) , direct in RCC /metal pipe in road/track crossing and on surface required as per relevant technical specifications.	Mtr	15466	60.97	942962.02
3	Supply of doubled walled corrugated Pipes/HDPE ( Elect. Rex/Tele, REX or similar) for underground cable protection 120 mm outer dia. 103.5 mm inner dia. in 6 mtrs straight length as per British std No BSEN 50086-1 & BSEN 50086*2,4 & BIS draft specification DOC HQ Ltd 14( 5071) & ETD (5072) to spec IS 14930 part II. NOTE - One coupler for joining shall be supplied with each 6 meter length	Mtr	50	278.42	13921.00
4	Horizontal boring under railway track /road for laying 120 mm dia DWC doubled walled corrugated pipes at the depth of 1.4 meter to 2.1 meter from formation level ( level of earth below ballast) as per drawing and directed by site incharge by trenchless technology excluding cost of DWC pipes	Mtr	50	400.91	20045.50
5	Earthing with 40 mm dia GI pipe class-B , 3 meter long earth electrode as per IS 3044/1985B ( latest version) to achieve earth resistance less than 5 ohms including construction of masonry enclosures with hinge over plate of cast iron with locking arrangement approximately 400 mm X 400 mm on top provision of earth plate Connection from earth electrode to switch gear/pole as per drawing.	Number	54	916.32	49481.32

Tender No.: **PRYJ (W)/EL/High Mast Lighting/2023/T/01**

6	Cable Junction box IP 66/67 weather proof , for outdoor installation ( with knockouts for cable entry) with terminals, size 225x295x122 as per Hensal catalog KF 3535 B or similar	Number	27	7483.59	202056.93
<b>Total Amount (Including GST)</b>					1,46,24,408.73

**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 General Manager-Co/ DFCCIL/Prayagraj 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 this section DFCCIL also referred to as Group/s vide letter of Acceptance of Tender \_\_\_\_\_ dated and material handed over to us by the employer for the purpose of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the employer or as he may direct otherwise and shall indemnify the employer against any loss /damage or deterioration whatsoever in respect of the said material while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the GM-CO, DFCCIL/Prayagraj West 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)  
of witness

Signature

Name of witness in Block letter. Address.

**PRE CONTRACT INTEGRITY PACT****General**

This pre-bidpre-contract Agreement (hereinafter 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 breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the Contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the Contract would not be stalled.

**Commitments of BIDDERS**

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

Tender No.: **PRYJ (W)/EL/High Mast Lighting/2023/T/01**

- 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

Tender No.: **PRYJ (W)/EL/High Mast Lighting/2023/T/01**

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 to securing 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 same shall not be opened.

Tender No.: **PRYJ (W)/EL/High Mast Lighting/2023/T/01**

- (x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The client will entitled to take all or any of the actions mentioned at para 6.1(i) to(x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the [A]. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.
- 7. Fall Clause
  - 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub systems way supplied by BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the CLIENT, if the Contract has already been concluded.
- 8. Independent Monitors
  - 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)
  - 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
  - 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
  - 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minute's 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



Tender No.: **PRYJ (W)/EL/High Mast Lighting/2023/T/01**

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

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

CLIENT

Name of the Officer

Designation

Deptt./Ministry/PSU

Witness

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

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

BIDDER

Witness

1.-----

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

**ANTI-PROFITEERINGDECLARATION**

**TO WHOMSOEVER IT MAYCONCERN**

I....., age....., years, Son /Daughter of....., resident of

..... Do solemnly affirm and state as under:

- 1) That I am the\_\_\_\_\_<Designation of the authorized signatory> of .....  
And I am duly authorized to furnish this undertaking/declaration on behalf of  
..... (Name of the company).
- 2) That ..... (Name of the company) has been awarded the work  
..... (Name of Work) vide Letter of Award number ..... Dated  
..... by M/s Dedicated Freight Corridor Corporation of India Limited.
- 3) That the Company is fully aware of the anti-profiteering provision under the Goods & Services Tax ("GST")Law(s),
- 4) That the Company ..... Has passed the benefit of input tax credit available on  
the..... (good/services) having HSN.....  
Supplied to M/s Dedicated Freight Corridor Corporation of India Limited which it is getting on account  
of reduced tax liability and input tax credit because of enactment of GST Laws after introduction of  
Goods and Service Tax w.e.f. 1<sup>st</sup> July, 2017. The details and amounts being passed on to DFCCIL are  
provided in Annexure Of this document and areas per applicable GST Laws. These are true and correct  
to the best of my knowledge, information and belief.
- 5) Further, it is to confirm also that in case ..... (name of the organization) will receive any further  
benefit in future after 1<sup>st</sup> July, 2017 by way of a ailment of input tax  
creditswhichwerenotallowedtobeavailedbefore1<sup>st</sup>July,2017orreductionintaxrates  
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

Tender No.: **PRYJ (W)/EL/High Mast Lighting/2023/T/01**  
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 fulfill 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

Tender No.: **PRYJ (W)/EL/High Mast Lighting/2023/T/01**

**ANNEXURE-I**

(Para 16.1(a) of General Instructions) & clause No. 14 (i), (ii) Part-I of GCC APRIL-2022, with up to date correction slip

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

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

Note:- 1. Please enclosed-

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

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

Date:

Signature of Tenderer/s

With Seal

**NNEXURE-II**

(Para 16.1(b) of General Instructions)& clause No. 6.1 &11(iv) Part-I of  
GCC APRIL-2022, with up to date correction slip

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

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

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway Electronic procurement System website [www.ireps.gov.in](http://www.ireps.gov.in). I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the DFCCIL 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 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 certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of up to five year. Further, I/we (*insert name of the tenderer*) \*\* ----- and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.
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 affidavit is to be given by each member of JV**

**“ANNEXURE -III”**

(Para 16.0(c) and Note to para 15 Note No.(iii) of General Instructions) &  
Clause No. 10.1(a) and explanation to clause 10 -part I of GCC APRIL-2022

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

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

Date:

Signature of Tenderer/s  
With Seal

**Note:-**

- (i) Above detail should be given only for works which have been physically completed in all respects, for the similar nature work defined in clause 15.5 above. Part completed work shall not be considered.
- (ii) Certificate from Private individual for whom such works are executed shall not be considered for eligibility of tenderers.
- (iii) The tenderers should attach self-attested copy of certificate issued by the organizations forwhom the work was carried out in the proforma as per Annexure-IV-A, IV-B, IV-C as applicable.
- (iv) In column 4 type of organization is to be mentioned viz. Central/ State Governments /Public Sector Undertaking/Public Funded Institutions/Municipal Bodies /DFCCIL Siding owners /Concessionaire/ Public listed company.

**Tender No.: PRYJ (W)/EL/High Mast Lighting/2023/T/01**

- (v) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).
- (vi) No technical and financial credentials are required for tenders having value up to Rs.50 lakhs.
- (vii) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
- (viii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
- (ix) If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
- (x) In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- (xi) For col no 7, the value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.
- (xii) In case, the Secondary Component(s) has/ have been defined in clause 15.5 above, the details of successfully completed works of similar nature (that defined for the Secondary Component), executed by tenderer himself / the subcontractor (fully by any one or jointly i.e. partly by tenderer and remaining through subcontractor) during last five years, shall also be submitted in above Performa.

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

**Tender No.: PRYJ (W)/EL/High Mast Lighting/2023/T/01**  
**ANNEXURE-IV(A)**

(Para 16.1 (d) and Note to para 15 Note No.(iii) b of General Instructions)  
 Clause No. 11(i), and explanation to clause 10 of part I of GCC APRIL-2022

**COMPLETION CERTIFICATE**

Name of Organization Postal address, Phone No., Email ID, Fax No

Letter No.                      Date:-.....

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



**Tender No.: PRYJ (W)/EL/High Mast Lighting/2023/T/01**

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

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

**Note:-**

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-II).
- (ii) Copy of certificate duly self-attested shall be submitted along with tender document.
- (iii) Payment made as indicated in above certificate (At Sr. No. 11/ Sr. No. 12) will be considered as value of completed work for the purpose of eligibility under special technical criteria.
- (iv) Above format is for guidance only. Any certificate containing information asked for shall be considered.
- (v) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).
- (vi) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).
- (vii) Only those works will be treated as composite works which consist of more than one distinct component of work such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender documents.
- (viii) No technical and financial credentials are required for tenders having value upto Rs. 50 lakhs.
- (ix) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
- (x) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
- (xi) If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
- (xii) In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- (xiii) For col 7 & 12 -The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work/ component.
- (xiv) In case, the Secondary Component(s) has/ have been defined in clause 15.5 above, the Attested copy of Completion Certificate of works executed by tenderer himself / the subcontractor (fully by any one or jointly i.e. partly by tenderer and remaining through subcontractor) during last five years, shall also be submitted in above performa.

**ANNEXURE-IV-(B)**

(Para 16.1(d) and Note to para 15 Note No.(iii) b of General Instructions)  
 Clause No. 11.(i), and explanation to clause 10 of part I of GCC APRIL-2022

**COMPLETION CERTIFICATE**

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

Name of Concessionaire

Address and Contract details i.e.

Phone No.FAX, e-mail.

Letter No. Date:-.....

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

13.	Performance of Contractor (Satisfactory/Unsatisfactory)	
-----	---	--

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

Signature & Name of Authorized Person

of the Concessionaire with Seal and

Mobile No. of Issuing Person.

**Note:-**

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-II).
- (ii) Copy of certificate duly self-attested shall be submitted along with tender document.
- (iii) Payment made as indicated in above certificate (At Sr. No. 9/ Sr. No. 10) will be considered as value of completed work for the purpose of eligibility under special technical criteria.
- (iv) Above format is for guidance only. Any certificate containing information asked for shall be considered
- (v) A self-attested copy of LOA and concessionaire agreement executed between concessionaire & Authority at Sr. No 1 above shall be submitted along with this completion certificate.
- (vi) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).
- (vii) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).
- (viii) Only those works will be treated as composite works which consist of more than one distinct component such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender documents
- (ix) No technical and financial credentials are required for tenders having value upto Rs. 50 lakhs
- (x) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
- (xi) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
- (xii) If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
- (xiii) In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- (xiv) For col 7 & 12 -The value of final bill including PVC amount-if paid, or otherwise, In case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work/ component.
- (xv) In case, the Secondary Component(s) has/ have been defined in clause 15.5 above, the Attested copy of Completion Certificate of works executed by tenderer himself / the subcontractor (fully by any one or jointly i.e. partly by tenderer and remaining through subcontractor) during last five years, shall also be submitted in above performa.

**ANNEXURE-IV-(C)**

(Para 16.1 (d) and Note to para 15 Note No.(iii) b of General Instructions)  
Clause No. 11(i), and explanation to clause 10 of part I of GCC APRIL-2022

**COMPLETION CERTIFICATE**  
**(If the work is awarded by Public listed company)**

Name of the public listed company

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

Letter No.Date:-.....

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

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

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

**Date**

Signature & Name of Person Authorized

By the Public listed Company with Seal and

Mobile No. of Issuing Person.

**Note:-**

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

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

- (i) The certificate shall not be taken into consideration if any of the above conditions, prerequisites is not fulfilled or required supporting mandatory documents are found deficient. Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-II).
- (ii) Above format is for guidance only. Any certificate containing required information asked for shall be considered
- (iii) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).
- (iv) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).
- (v) Only those works will be treated as composite works which consist of more than one distinct component such as Civil Engg, Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender document
- (vi) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
- (vii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for **fulfillment** of credentials.

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

**ANNEXURE-V**

Para 16.1 (f) of General Instructions) (Clause No.10.3 and explanation to clause 10 of Part-I of GCC APRIL-2022, with up to (date correction slip)

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

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

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

Date

Signature of Chartered Accountant

Signature of Tenderer/s with seal

**NOTE :-**

- This statement should be submitted duly verified by Chartered Accountant.
- In case of no works in hand, a 'NIL' statement should be furnished duly verified by chartered Accountant.
- In case of JV firm, the details of works with each member of JV is required to be submitted duly verified by Chartered Accountant.
- 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**.
- N for column 10 –Number of years prescribed for completion of work for which bids has been invited.
- 'B' is the value of existing commitments and balance amount of ongoing works with the tenderer to be completed in next 'N' years.
- For N equal or more than column (9) , Value of 'B' will be same as column (8)
- For contracts not having any defined part financial /physical completion stages /milestones, and  $N < \text{column (9)}$  then the value of 'B' will be as per formula  $B=(8)*N/(9)$
- In case part financial / physical completion stages / milestone is defined in the contract's value of 'B' shall be calculated accordingly.
- No technical and financial credentials are required for tenders having value upto Rs. 50 lakhs

(Para 16.1 (h) of General Instructions)

Clause No.11(iii) Annex.I of Part-I of GCC APRIL-2022 ,with up to date correction slip.

**LIST OF PLANTS & MACHINERY AVAILABLE ON HAND AND PROPOSED TO BE INDUCTED (OWN AND HIRED TO BE GIVEN SEPARATELY) FOR SUBJECT WORK.**

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

**Note:**

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

Signature of Tenderer/s

Dated:-----



**ANNEXURE-VII**

(Para 16.1 (i) of General Instructions) **Clause No.11 (iii) Annex.I of Part-I of GCC APRIL-2022, with up to date correction slip.**

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

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

Signature of Tenderer/s

Dated:-----

(Para 16.1 (k) of General Instructions)

**Clause No.10.2 and 11(ii) Annex.I of Part-I of GCC APRIL-2022,with up to date correction slip**

**(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)**

To,  
GM-CO  
DFCCIL, Prayaraj East.

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

.....

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

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

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

Yours sincerely,

Date: ...

(Name & Sign. Of Authorized Signatory)

**Seal of firm**

Registration No:-

E-Mail:- Phone:-

FAX:-

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

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

**CERTIFICATE**

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

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

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

(Indicate Name – Proprietary firm) at .....

Deponent

Signature and Seal

**VERIFICATION**

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

Deponent

Signature and Seal

Place:-

Date:-

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

(Para 16.2.7 (a) of General Instructions)

Clause No. 17.6 of Annex.I Part-I of GCC APRIL-2022, with up to date correction slip)

**MEMORANDUM OF UNDERSTANDING FOR JV**

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

**NOW THIS** Memorandum of Understanding is executed at ..... (Name of Place) on this date ..... (DD/MM/YY) between M/s ..... (Name of first constituent and address) as the first party represented by Shri .....and M/s..... (Name of 2<sup>nd</sup> constituent and address) represented by Shri..... As the second party and so on 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> subsequent parties. (The expression and words of first and second and other shall mean and include their heir's successors, assigns, nominees, execution, administrators and legal representatives respectively).

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

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

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

1. That we M/s..... (JV firm) on behalf of all members of this joint venture agreement agreed that M/s ..... will be "Lead Partner" of this Joint Venture.
2. That under this MOU, the work will be done jointly by M/s ..... The first party and M/s ..... the second and so on .....in the name and style of ..... (Name)(Joint venture firm).
3. That we JV firm M/s ..... on behalf of all the members of JV firm shall be legally liable, severally and jointly responsible/ liable for the satisfactory/ successful execution/ completion of the works including maintenance period in all respects and in accordance with terms and conditions of the contract.
4. That we M/s JV firm..... On behalf of all the members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (DFCCIL) for execution of the project in accordance with General and Special Conditions of the Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
5. M/s .....(Name of Lead Firm ) of JV firm shall be the lead member of the JV firm who shall have a majority .....% share of interest in the JV firm. The other (One/Two) members shall have following share: - M/s ..... (Name of Second Firm) have ..... % and M/s ..... (Name of Third Firm if any) have .....% share of interest in the JV Firm.
6. That this JV shall be valid during the entire currency of the contract including the period of extension, if any, and the maintenance period after the work is completed.
- 7.
8. That we all the Joint Venture members authorize Mr./Ms.....one of the members on behalf of the JV firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/ correspondence with respect to the contract would be sent to this authorized member..... (Address) of the JV firm. In case the offer is submitted by the person other than those who is appointed as above and there is difference between the name of the person authorized as above and the person who digitally submitted the offer then our offer shall be deemed to be summarily rejected.

9. That no member of the JV shall have the right to assign or transfer the interest right or Liability in the contract without the written consent of the other members and that of the employer (DFCCIL) in respect of the said tender/contract.
10. That we all the members of the JV certify that we have not been black listed or debarred by DFCCIL or any other Ministry/Department /PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in tenders/contract in the past either in our individual capacity or as a member of the JV firm or partnership firm in which they were members/partners.. // We are aware that concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
11. That this Joint Venture MOU shall in all respect be governed by and interpreted in accordance with Indian Laws.

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

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

1. First party (authorized signatory)
2. Second party (authorized signatory)
3. Third party (if any) (authorized signatory)

**With Seal of parties**

Witnesses with name & full address:-

1.....

2.....

Date.....

Place.....

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

(Para 16.2.7.3(b) of General Instructions)  
Clause No. 17.14.1 of Annex. I Part-I GCC APRIL-2022)

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

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

(1).....(2).....(3).....  
.....(4).....(5).....

(6).....having its office at .....hereby give our consent on behalf of M/s.....(Indicate name of firm) in favour of Mr..... (Indicate name of Partner), whose specimen signature are appended below, for entering into Joint Venture Agreement with M/s..... (Indicate name of other firm's)..... having office at ..... in connection with T. No.....Name of work ..... to sign & execute the MOU, JV agreement and all other required documents pertaining to above said tender on behalf of firm.

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

This letter of consent is made at ..... on .....

Name & Signature of Partner/s

(Signature of Sh.....)

DATE..... 1. ....

2. ....

3. ....

Place..... 4. ....

5. ....

**Seal of the Firm**

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

(Para 16.2.7.1 of General Instructions) & clause No. 17.14.2, 17.14.3 © and cl.15 of Annex I Part-I of GCC APRIL-2022, with up to date correction slip

**SPECIAL POWER OF ATTORNEY**

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

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

“T.No.....Name of work.....”

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

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

For M/s.....

(Sign. of Shri.....)

(Sign& Seal .....) Place...

Date:-.....

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

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

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

(Para 16.2.3 (b) of General Instructions)& clause No. 14 (a)(ii),  
15 Annex I Part-I of GCC APRIL-2022, with up to date correction slip

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

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

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

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

(Signature of Sri.....)	Executants Partner (Name & signature)
DATE .....	1.....
	2.....
	3.....
Place :-	4.....
Seal of Firm	Seal of Firm

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

(Required even if one or more Partners are authorized in the Partnership Firm to sign on behalf of the Firm)



(Para 16.2.1 (b) of General Instructions) & clause No. 15 Annex I Part-I of  
GCC APRIL-2022, with up to date correction slip

**SPECIAL POWER OF ATTORNEY**

**(For Sole Proprietor Firm only) BE IT KNOWN**

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

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

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

(Signature with name of Power attorney Holder)

(Name & signature of sole proprietor)

Dated .....

Place .....

(Seal of Firm)

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

(Not required if tender is uploaded by Proprietor himself)

(Para 16.2.4 (D) of General Instructions)  
& clause No. 14(c) (ii) and 15 of Part-I of GCC APRIL-2022, with up to date correction slip

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

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

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

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

**(Signature of Shri.....)**

**Authorized signatory of the firm**

**Dated.....**

**Place .....**

**Seal of Firm**

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

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

**MODEL FORM OF BANK GUARANTEE BOND FOR PG**

To  
GM-CO

DFCCIL, Prayagraj West

1. In consideration of the President of India acting through (indicate designation of concerned
2. CPM (hereinafter called "the Government") having agreed to exempt – (Name & address)----- (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement dated ----- made between ----- and ----- for ----- (hereinafter called "the said Agreement"), of Performance Guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs.----- (Rupees-----only) we, ----- (hereinafter referred to as "the Bank" at the request of -----(contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. ----- --against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
3. We----- (indicate the name of the bank) i.e. .... (name, address and branch code) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----
4. We under-take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier (s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal .

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

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

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

6. We..... (Indicate the name of bank) i.e. .... (name, address and branch) further agree with the government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to post opens for any time or from time to time any of the powers exercisable by the Government against the said, Contractor(s) and to further or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

For \_\_\_\_\_ (indicate the name of bank)

i.e. .... (Name, address and branch code)

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

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

\*\*\*\*\*

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

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

Signed by Managing Director/

Director/ Company Secretary  
Of the Company Note:-

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

Clause No. 16.2.7.3(c) of General Instructions & Clause No. 17.14.1 (c) and 15 of Annex.I Part-I of GCC APRIL-2022, with up to date correction slip

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

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

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

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

5.....6.....having its

office at .....hereby give our consent on behalf of M/s.....

.....(Indicate name of firm) in favour of Mr..... (Indicate name of Partner),

whose specimen signature are appended below, for entering into Joint Venture Agreement with

M/s..... (Indicate name of other firm's)..... having office at

..... in connection with T. No.....Name of work

..... to sign & execute the MOU, JV agreement and all other required documents pertaining to above said tender.

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

(Signature of Sri.....)

Executants Partner  
(Name & signature)

DATE .....

1.....

2.....

Place .....

3.....

4.....

Seal of Firm

Seal of Firm

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

**Clause No. 16.1(g) of General Instructions & Clause No. 10.3 Annex.I Part-I of GCC APRIL-2022, with up to date correction slip**

**(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)**

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

To  
GM-CO  
DFCCIL, Prayagraj West.  
Sub: -Construction works executed and payment received

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

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

Yours sincerely,

Date: ...  
Signatory)

(Name & Sign. Of Authorized

Seal of firm  
Registration No:-

E-Mail:-

**Note :**

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

Clause No. 16.2.7.5(d) of General Instructions &  
Clause No. 14(f)(iii) and 15 of Annex.-I Part-I of  
GCC APRIL-2022, with up to date correction slip

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

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

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

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

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

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

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

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

Signature Name:  
Address:  
Name of (Executants):  
Designation:

Signatures of authorized representative & Seal  
of LLP: authorized representative

Signature Name:

Address:

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

(1)Name ..... Signature.....

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

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

(Seal and signature of Notary Public)

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

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



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

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS

OF \_\_\_\_\_ (LLP Name) having LLPIN \_\_\_\_\_ of 20.....  
(Hereinafter referred to as LLP) HELD ON (Date) \_\_\_\_\_ AT (Address)  
\_\_\_\_\_ Whereas the Board has been described about NIT  
No. \_\_\_\_\_ issued by DFCCIL for the work  
name“ \_\_\_\_\_ ”. Partners

discussed the matter and after discussion following resolution was passed:  
RESOLVED THAT the LLP (LLP name) shall participate in the above tender

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

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

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

For the Organization,  
(Seal of LLP & Signature of authorized person)

Name of authorized person: \_\_\_\_\_

Designation: \_\_\_\_\_

Place:

Dated:

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

(Seal and signature of Notary Public)

**Note:-**

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

Clause No. 16.2.6(c) of General Instructions & Clause No. 14(e)(iii) and 15 of Annex.I Part-I of GCC APRIL-2022 ,with up to date correction slip

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

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S .....

..... (Name of **Registered Society / Registered Trust**) is a **Registered Society / Registered Trust** registered under the ..... Act (Name of the act vide which registered), and having its registered office at..... (Hereinafter called the '**Registered Society / Registered Trust**').

AND WHEREAS by its resolution No..... passed in the meeting held on..... of the Executive Member of the **Registered Society / Registered Trust** the **Registered Society / Registered Trust** ..... (**Registered Society / Registered Trust** name) have decided to participate in the tenderNo..... invited by DFCCIL for the work namely “.....”

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

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

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

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

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

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

WITNESSES:

Signature Name:  
Address:

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

Name of authorized rep  
(Executants):  
Designation:

Signature Name: Address:

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

(1)Name ..... Signature.....

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

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

(Seal and signature of Notary Public)

Notes:-

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

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

Clause No. 16.1(n) of General Instructions Information and particulars in terms of Para 11(a) and 11 (b) of General Instructions and Clause No. 16 of Annexure-I Part-I of GCC APRIL-2022, with up to date correction slip.

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

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

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

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

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

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

- Note:-
1. Details as per the above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such retired Gazetted Railway/DFCCIL Officer/ Engineer, Nil to be furnished in the format.
  2. In case details are not submitted in terms of Para 11(a) by the tenderer, their offer shall be summarily rejected.
  3. Also submit the document of permission from the President of India or any officer, duly authorized by him in this behalf, in case (i) where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender (ii) where such Engineer or officer is a partner or director as the case, in partnership firm or an incorporated company,.

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

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

Note :- 1. Details as per the above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such relative, Nil to be furnished in the format.  
 2. In case details are not submitted in terms of Para 11(b) of General Instructions by the tenderer, their offer shall be summarily rejected.

Signature of the tenderer.....  
 Name.....

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

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS

OF \_\_\_\_\_ (LLP Name) having LLPINof 20.....)  
(hereinafter referred to as LLP) HELD ON (Date) \_\_\_\_\_ AT (Address)  
\_\_\_\_\_ Whereas the Partners have  
been described about NIT No. \_\_\_\_\_ issued by DFCCIL  
for the work namely

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

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

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

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

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

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: \_\_\_\_\_ Designation:

\_\_\_\_\_ Place:

Dated:

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

(Seal and signature of Notary Public)

Clause No. 16.2.5(d) of General Instructions

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

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

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

I..... (name and designation) the authorised representative of M/S ..... (name of LLP) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. .... (designation) ..... (address) ..... & Mr./ Ms. Mr./ Ms. .... (designation) ..... (address) ..... who is/are presently holding the above mentioned position in the LLP as our true and lawful attorney (hereinafter referred to as "Attorney") of the LLP to jointly or severally exercise all or any of the following powers for and on behalf of M/S ..... (Name of LLP & LLPIN number) in connection with aforesaid bid:

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

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

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

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

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

WITNESSES:

Signature Name:  
Address:

Signatures of authorized representative  
& Seal of LLP:

Name of authorized representative:  
Designation:

Signature Name: Address:

Specimen Signatures of Attorney Holder in token of acceptance:

(1)Name .....Signature.....

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

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

(Seal and signature of Notary Public)

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

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



**SPECIMEN RESOLUTION OF EXECUTIVE COMMITTEE OF REGISTERED SOCIETY/TRUST**

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

**FOR ENTERING INTO JV WITH OTHER ENTITIES**

Extract from the minutes of meeting of Executive Committee of Registered Society/Trust held on .....  
(Date) at the office of the Registered Society/Trust situated at .....  
(Address of the Registered Society/Trust).

\*\*\*\*\*

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

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

Name and Signed by authorized

Executants/s of Registered Society/Trust

**Note:-**

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

(Para 16.2.7.6 (c) of General Instructions)

**SPECIAL POWER OF ATTORNEY**

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

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

“T.No.....Name of work.....”

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

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

For ..... (Name of

Executants/s of Registered Society/Trust)

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

(Sign& Seal .....) Place...

Date:-.....

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

Required even if tender documents are submitted by the authorized/ power of attorney holder of Registered Society/ firm himself

**DFCCIL CONTRACT AGREEMENT OF WORKS  
(charged to EBR(IF) CONTRACT**

**AGREEMENT NO. -----DATED-----**

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

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

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

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

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

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

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

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

For and on behalf of the President of India

Witness of the Signature

1.

2.

Address :-----

Signature of Contractor

Name of Authorized Signatory

Witnesses of the Signature

1.....

2.....

Address:.....

For and on behalf of the  
Indian Railway Finance Corporation

Witness of the Signature

1.

2.

Address:-----

**ANNEXURE-XXIX**

((Para 16.2.2 (a) of General Instructions)  
clause 14(ii) (b)of the GCC APRIL-2022)

**CERTIFICATE**

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

I..... (Indicate Name of Karta) S/o ..... (Full address of HUF)

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

1. That I, who is submitting the tender on behalf of the **HUF** is in the position of **Karta** of the HUF, working in the name & style of ..... (Indicate Name – HUF) at  
.....

2. That, I.....(Indicate Name of Karta) has the authority, power and consent given by other members to act on behalf of .....(name of HUF)

Deponent

Signature and Seal

**VERIFICATION**

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

Deponent

Signature and Seal

Place:-

Date:-

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

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

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

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

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

Sri.....)	(Name & signature)	Members of the HUF	(Signature of
DATE .....		1.....	
		2.....	
Place .....		3.....	
		4.....	
Seal of Firm		Seal of Firm	

**Note:-** The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized. (Not required if tender documents are uploaded by Karta himself).

**DECLARATION BY NEWLY FORMED PARTNERSHIP FIRM/ LLP Firm**

**(Mandatory if tenderer is Newly Formed Partnership Firm/ LLP Firm)**

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

1. That, we are the newly formed partnership firm/ LLP Firm in the name and style of M/s ..... Registered with registrar of firm vide RegistrationNo..... dated.....

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

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

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

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

**Declaration by the Tenderer:-**

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

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

**Notes-**

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



**Annexure XXXII**

(Para 16.2.3 (d) of General Instructions)

(Explanation for clause 10 – eligibility criteria, of the GCC APRIL-2022)

**DECLARATION BY AN EXISTING PARTNERSHIP FIRM/ LLP FIRM**

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

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

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

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

OR

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

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

AND / OR

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

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

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

- (1) Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I.
- (2) A copy of previous partnership Firm (Notarized or duly registered with the Registrar) (3) Affidavit as per proforma given of Annexure –IX for previous Propriety firm (duly executed on stamp paper and notarized).
- (4) Copy of previous LLP agreement and certificate of incorporation.
- (5) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm)
- (6) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, LLP firm or propriety firm)
- (7) Documents for the technical, financial criteria, bid capacity as claimed w.r.t. such partner(s) joining the new/ existing partnership firm, as per para16.1 (c) , (d), (f),(g) , (k) above.

**Declaration by the Tenderer :-**

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

Name and Signature of Tenderer

Alongwith seal.

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

**Annexure XXXIII**

(Para 16.2.4 (e) of General Instructions)

(Explanation for clause 10 – eligibility criteria, of the GCC APRIL-2022)

**DECLARATION REGARDING CONSTITUTION OF EXISTING/ NEW COMPANY**

**(Mandatory if tenderer is an Existing / New Company)**

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

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

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

OR

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

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

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

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

Declaration by the Tenderer :-

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

Name and Signature of Tenderer

along with seal.

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

**DFCCIL**

**CONTRACT AGREEMENT OF SECONDARY COMPONENT OF THE WORKS**

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

**ARTICLE OF AGREEMENT** made on this day \_\_\_\_\_ in the year Two Thousand and ..... between the .....(the tenderer), having its office at ----- submitting offer for the tender no.....for the work..... hereinafter called the 'Main Contractor' of the first and part and ----- Name of Sub Contractor ----- hereinafter called the 'Sub Contractor' of the second part having its office at ----- with GSTIN ----- First part, second part collectively hereinafter called the 'Parties'.

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

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

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

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

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

The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract. Further, in case Engineer is of

the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of DFCCIL, with prior intimation to CPM/GM-CO.

For and on behalf of the Contractor

Name of Authorized Signatory

Witness of the Signature

1.

2.

Address: -----

Signature of Sub Contractor

Name of Authorized Signatory

Witnesses of the Signature

1.....

2.....

Address:.....

(Seal and signature of Notary Public)

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

**ANNEXURE-XXXV**

**AFFIDAVIT**

**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENTS**

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

I.....(Name and designation)\*\*appointed as the attorney/ authorized signatory of the tenderer(including its constituents),M/s.....(here in after called the tenderer )for the purpose of the Tender documents for the work of.....as per the **E- TenderNo.: -----**

**Date -----** of(DFCCIL ), do here by 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 here by declared hat I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the DFCCIL 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 valued 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 undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/we (insert name of the tenderer)\*\*.....and all my/our constituents understand that my/our offer shall be summarily rejected.
- 8) I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/ SD and Performance guarantee besides any other action providing the contract including banning of business for five year on entire IR.

DEPONENT  
ENTSEAL AND  
SIGNATURE OF THE  
TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE  
OF THE TENDERER

Place:

Dated:

\*\*The contents in italics are only for guidance purpose. , are to be filled in suitably by tenderer.  
Attestation before Magistrate/ Notary Public .

**END OF DOCUMENT**