

Tender No.: DFC_ADI_EL_OHE_R1_2023-24



Name of Work: - Maintenance of 2 x 25 KV High Rise Overhead equipment in Iqbalgadh- Sanand section & Makarpura Yard of DFCCIL including connecting line for a period of 24 Months under Ahmedabad Unit of Western Dedicated Freight Corridor (WDFC).

**Single Packet
OPEN E-TENDER**

**TENDER DOCUMENT
(NOT TRANSFERABLE)
February-2024**

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

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Note:-

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

Tender No.: DFC_ADI_EL_OHE_R1_2023-24

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 - TOE queries.

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

3. Digital Certificate:

For integrity of data and its authenticity/ non repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authority (CCA) (refer <http://www.cca.gov.in>).

4. The Tender documents can be downloaded from the website: ireps.gov.in and to be submitted in the e - format, before the schedule date & time of submission of the tender otherwise the Bid will not be considered.
5. Physical copy of the tender documents would not be sold/accepted.

6. List of Contact persons for this tender details of DFCCIL

DFCCIL Contact- 1	Sh. Santosh Ankam
Telephone/Mobile No.	7600074979
E-mail ID	sankam@dfcc.co.in
DFCCIL Contact- 2	Sh. Venkatesh Mugada
Telephone/Mobile No.	8328682106
E-mail ID	vmugada@dfcc.co.in
DFCCIL Contact-3	Sh. Govind Prasad Saini
Telephone/Mobile No.	6352896527
E-mail ID	gpsaini@dfcc.co.in

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

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 No Bid shall be modified / withdrawn by the Applicant on or after the Bid Due Date & time.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

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

9. **Other instructions**

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

B. Check list for Mandatory Annexures:-

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

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

GENERAL INFORMATION / DATA SHEET

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

Tender Notice No.	DFC_ADI_EL_OHE_R1_2023-24
Name of the work	“Maintenance of 2 x 25 KV High Rise Overhead equipment in Iqbalgadh- Sanand section & Makarpura Yard of DFCCIL including connecting line for a period of 24 Months under Ahmedabad Unit of Western Dedicated Freight Corridor (WDFC).”
a) Tender Value	Rs. 4,71,43,050.22/- (Rupees Four Crore Seventy-One Lakhs Forty-Three Thousand Fifty Rupees and Twenty-Two Paisa) including GST.
b) Completion Period	24 Months
c) Type of Bid	Single packet
d) Earnest Money	Rs.3,85,700/- (Rupees Three Lakhs Eight-Five Thousand Seven Hundred only).
e) Last Date and Time of Downloading of Tender from website ireps.gov.in and www.dfccil.com	15:00 Hrs. of 22.03.2024
f) Last date and Time of online submission of Tender on website ireps.gov.in	15:00 Hrs. of 22.03.2024
g) Date and Time of Opening of Tender	15:30 Hrs. of 22.03.2024
h) Validity of offer	90 Days

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.**

**GENERAL INSTRUCTION
TO
TENDERERS**

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/Coord., DFCCIL, Ahmedabad.
1.1	<p>DEFINITIONS AND INTERPRETATION</p> <p>(A) Definition: - In these General conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires: -</p> <p>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.</p> <p>b. "Engineer" and Employer's Engineer shall mean the Chief General Manager/General Manager-Co of DFCCIL appointed by DFCCIL.</p> <p>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 & Telecommunication Engineering / Electrical Engineering Department appointed by the DFCCIL and shall mean and include the Engineer's Representative of the successor DFCCIL.</p> <p>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.</p> <p>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. "Works" shall mean the works to be executed in accordance with the</p> <p>f. contract.</p> <p>g. "Specifications" shall mean the Specifications for materials and works referred / mentioned in tender documents.</p> <p>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. "Drawing" shall mean the maps, drawings, plans and tracings or prints there</p> <p>i. of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.</p> <p>j. "Constructional Plan" shall mean all appliances or things of whatsoever</p>

	<p>nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.</p> <p>k. "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.</p> <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) Singular and Plural:- Words importing the singular number shall also include the plural and vice versa where the context requires.</p> <p>(C) Headings & marginal headings:-The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.</p>
1.2	IR specifications/Guidelines updated with correction slips, relevant BIS codes updated with correction slips. General Conditions of Contract-2022 and Standard Specifications as laid down in the Indian Railways Unified Standard Specifications (Works and Material) -2010 in the document as amended/corrected up to latest correction will be applicable, copies of which can be seen in the office of CGM, DFCCIL, Ahmedabad.
1.3	All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2.0	<p>Drawings for the Work: The Drawing for the work can be seen in the office of CGM, DFCCIL, Ahmedabad, at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.</p> <p>As per Clause No. 2 of tender form 2nd sheet Annex.I Part-I of GCC APRIL-2022, with up-to-date correction slip</p>
3.0	<p>Tender Form: Tender Forms shall embody the contents of the contract documents either directly or by reference, e-Tender Forms shall be issued free of cost to all tenderers.</p> <p>As per Clause No.3 of Part-I of GCC APRIL-2022, with up-to-date correction slip</p>
3.1	<p>Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.</p> <p>As per Clause No. 1.2 (n) of Part-I of GCC APRIL-2022, with up-to-date correction slip</p>

3.2	<p>The Tenderer(s) shall quote his / their rates as a percentage above or below the Schedule of Rates of DFCCIL except where he/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the DFCCIL. The DFCCIL does not guarantee work under each item of the Schedule. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by DFCCIL. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.</p> <p>As per Clause No. 3 of tender form 2ndsheet Annex. I Part-I of GCC APRIL-2022, with up-to-date correction slip.</p>
4.0	<p>Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tenderer(s) in his/their entries must be attested by him / them.</p> <p>As per Clause No. 4 of tender form 2ndsheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.</p>
5.0	EARNEST MONEY
5.1	<p>For the subject tender, the Earnest Money deposit shall be Rs. 3,85,700/- and shall be governed by Para 5.1.1/ 5.1.2/5.1.3 below.</p>

5.1.1	<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>As per Clause No. 5 - 1 (a) of Part-I of GCC APRIL-2022, with up-to-date correction slip</p>
5.1.2	<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 Annexure- Z and shall be valid for a period of 90 days beyond the bid validity period.</p> <p>As per Clause No. 5 -(2) of Part-I of GCC APRIL-2022, with up to date correction slip</p>
5.1.3	<p>In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:</p> <ol style="list-style-type: none"> i. A scanned copy of the Bank Guarantee shall be uploaded on eProcurement Portal (IREPS) while applying to the tender. ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids. iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. iv. The Tender Security shall remain valid for a period of 90 days beyond the

- validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
 - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the ***** Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
 - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
 - viii. If the envelope is not sealed and marked as instructed above, the 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.
- 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**

(Bid Security)

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

Name of the Bank: -----

CPM, DFCCIL/Ahmedabad,

Acting through..... ,

..... DFCCIL,

Beneficiary: CPM DFCCIL Ahmedabad

Date:

Bank Guarantee Bond No.:

Date:-----

In consideration of the CPM, DFCCIL/ Ahmedabad acting through General Manager/Co- ord, Ahmedabad (**Designation & address of Contract Signing Authority**), Ahmedabad, DFCCIL, , (hereinafter called "The DFCCIL") having invited the bid

for _____ through Notice inviting tender (NIT) No.. _____, We have been informed that [Insert name of the Bidder] (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") .

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

AND

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

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 CPM DFCCIL Ahmedabad 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	Dedicated Freight Corridor Corporation of India Limited (O&M A/C)
IFSC CODE	UBIN0531260
BANK ACCOUNT NUMBER	312601010331133
BANK NAME	UNION BANK OF INDIA
BRANCH NAME	Dhan Laxmi Market Branch
CITY NAME	Ahmedabad-380002

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)
 [Name in Block letters]
 [Designation with Code

	<p>No.]..... [P/Attorney] No.</p> <p>Witness: 1 Signature, Name & Address & Seal 2 Signature, Name & address & Seal Bank's Seal [P/Attorney]No. Note: 1. All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document. 2. This bank detail only use for submission of Bid Security in the form of Bank Guarantee.</p>
6.0	<p>Rights of the DFCCIL to deal with Tender: The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders. As per Clause No. 7 of Tender Form (second sheet) Annex. I of Part-I of GCC APRIL-2022,with up to date correction slip</p>
6.1	<p>If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage. As per Clause No. 8 of Tender Form (second sheet) Annex. I of Part-I of GCC APRIL-2022, with up to date correction slip</p>
6.2	<p>If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the DFCCIL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the DFCCIL shall deem such tender as cancelled, unless the firm retains its character. As per Clause No. 9 of Tender Form (second sheet) Annex. I of Part-I of GCC APRIL-2022 , with up to date correction slip</p>
7.0	SYSTEM OF TENDERING
7.1	<p>Two Packets System of Tendering: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted for contract valuing more than Rs. 10 crores or as advised by DFCCIL Board time to time by updated policy guide lines. For Works and Service tenders of value more than Rs. 50 Cr., the Clause no. 26.0 of Electronic Reverse Auction will be applicable. As per (a) Clause No. 7A of Part-I of GCC APRIL-2022, with up to date correction slip</p>
7.2	<p>Single Packet Tender-: In case of tenders costing less than Rs. 10 Crore single packet tender system will be followed and technical & financial offer of the tenderer/s shall be opened and evaluated at the same time.</p>
7.3	Tenderer should submit the offer with due diligence after going through the tender

	documents.
7.4	Pre Bid Conference: In tenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, DFCCIL shall conduct Pre Bid Conference(s) with the prospective bidders. (Not Applicable in this Tender)
7.5	Make in India: - Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders. As per Clause No. 7B of Part-I of GCC APRIL-2022, with up to date correction slip
7.6	Permission to Bid for a bidder from a country which shares Land boundary with India: Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.
7.7	Clarification of Bids: To assist in the examination, evaluation & comparison and prequalification of the Tender, the DFCCIL may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the DFCCIL shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.
8.0	Execution of Contract Document: The tenderer whose tender is accepted shall be required to appear in person at the office of CGM/GM-Co, DFCCIL, Ahmedabad, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear and execute the contract agreement within seven days of notice from DFCCIL that the Contract Agreement is ready. The Contract Agreement shall be entered into by DFCCIL only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the DFCCIL shall be entitled to forfeit the full amount of the Earnest Money and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work. As per clause No. 8 of Part-I of GCC APRIL-2022 , with up to date correction slip
8.1	In case, the particular work is charged to EBR (IF), than the Indian Railway Finance Corporation (IRFC) shall also be the party in the contract agreement. After submission of valid performance guarantee, the contract agreement shall be entered into between Indian Railways (IR), Indian Railways Finance Corporation (IRFC) and the tenderer, whose tender is accepted. The Contract Agreement shall be signed as per Annexure XXVIII of the STD. The format at Annexure IV of GCC

	<p>APRIL-2022 shall not be applicable for Contract Agreement of EBR (IF) funded contracts.</p> <p>As per Railway Board's letters no 2018/AC-II/1/57(pt.) dated 20.03.20 for EBR(IF) funded contracts</p>
9.0	<p>Documents to be Submitted Along with Tender</p> <p>(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / HUF/Company / Joint Venture (JV) / Registered Society / Registered Trust / LLP etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, authorized signatory and copy of PAN Card along with their tender as per proforma given in Annexure I (mandatory). Tender shall be submitted and signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.</p> <p>(ii) The various documents to be submitted by the tenderer are as per clause 14 (ii) of the GCC APRIL-2022, the tenderer shall ensure submission of mandatory document as listed in para 16 below along with the offer.</p> <p>(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.</p> <p>(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF etc. shall be neither asked nor considered, if not submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway/DFCCIL's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.</p> <p>(v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.</p> <p>(vi) The DFCCIL will not be bound by any change in the composition of the firm made subsequent to the submission of tender. DFCCIL may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.</p> <p>As per Clause No. 14 of Tender Form (second sheet) Annex. I of Part-I of GCC APRIL-2022, with up to date correction slip</p>
10.0	<p>The tenderer whether sole proprietor/ HUF/ Company or a partnership firm / LLP / joint venture (JV) / registered society / registered trust etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement</p>

	<p>books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.</p> <p>As per Clause No. 15 of Tender Form (second sheet) Annex. I of Part-I of GCC APRIL-2022, with up to date correction slip</p>
11.0	<p>Employment/Partnership etc. of Retired Railway/DFCCIL Employees:</p> <p>(a) Should a tenderer</p>
	<p>i) be a retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the Railways/DFCCIL owned and administered by the President of India for the time being, OR ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement, OR iii) being an incorporated company have any such retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement as one of its directors</p> <p style="text-align: center;">AND</p> <p>in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender</p> <p style="text-align: center;">THEN</p> <p>the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.</p> <p>b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the Railways/DFCCIL owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.</p>

	<p>(c) Should a tenderer or Contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of proprietorship firm/ partnership firm/ company / joint venture (JV) / registered society / registered trust/ LLP/ HUF etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the Engineering or any other department of the Railways/DFCCIL, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in clause 62 of standard general conditions of contract.</p> <p>Note:-If information as required as per 11 (a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of Contract. As per Clause No. 16, of Tender Form (second sheet) Annex. I of GCC APRIL-2022, with up to date correction slip.</p>
12.0	<p>Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.</p> <p>As per Clause No. 4 of Part-I of GCC APRIL-2022, with up to date correction slip</p>
13.1(A)	<p>(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive in accordance with the provisions of Clause-37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer. (As per Clause No. 6 (a)(i) of G.C.C. 2022 Part-I with up to date correction slip)</p> <p>(ii) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective State's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderer(s) will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates. (As per Clause No. 6 (a) of G.C.C. 2022 Part-I with up to date correction slip)</p> <p>(iii) The successful tenderer who is liable to be registered under</p>

	<p>CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority. (As per Clause No. 6 (a) (iii) of G.C.C. 2022 Part-I with up to date correction slip)</p> <p>(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.</p> <p>As per Clause No. 6(a)(iv) of Part-I of GCC APRIL-2022, with up to date correction slip.</p>
13.1(B)	<p>When work is tendered for by a firm or company, the tender shall be digitally signed by the individual legally authorized to enter into commitments on their behalf.</p> <p>As per Clause No. 6(b) of Part-I of GGC-2022, with up to date correction slip</p>
13.1(C)	<p>In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hic-cups and delay in uploading the Documents and payment of Earnest Money etc. Tenderers/Prospective bidders are advised to upload their offer well in time. DFCCIL will not be responsible for any delay/non submission of offer due to any reason whatsoever.</p>
13.1(D)	<p>The DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.</p> <p>As per Clause No. 6 (c) of Part-I of GCC APRIL-2022, with up to date correction slip.</p>
13.2	<p>The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-II. Non submission of the certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.</p> <p>As per Clause No. 6.1 of Part-I of GCC APRIL-2022, with up to date correction slip.</p>
14	RIGHT OF DFCCIL TO DEAL WITH TENDERS

14.1	<p>If, the DFCCIL decides to negotiate, in view to bring down the rates, the tenderer, who is called for negotiation, shall furnish the following form of declaration before commencement of the negotiation:</p> <p>I/we do declare that in the event of failure of the contemplated negotiations relating to Tender No.dated Opened on my original tender shall remain open for acceptance on its original terms and conditions up to the date specified in the tender or the date extended by mutual agreement from time to time.</p>
14.2	<p>The tenderer/s are required to quote his/their rates as % (percentage) Above/Below /At Par in figures on IREPS while submitting his/their offer.</p>
15.0	<p>ELIGIBILITY CRITERIA</p>
15.1.1	<p>Technical Eligibility Criteria</p> <p>(a) 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:</p> <p>Three similar works, each costing not less than the amount equal to 30% of advertised value of the tender,</p> <p style="text-align: center;">OR</p> <p>Two similar works, each costing not less than the amount equal to 40% of advertised value of the tender,</p> <p style="text-align: center;">OR</p> <p>One similar work, each costing not less than the amount equal to 60%of advertised value of the tender.</p> <p>(b) The similar nature of work is defined as-</p> <p style="padding-left: 40px;">“Maintenance of 25KV OHE Equipment of traction distribution of Railways/ DFCCIL/ METROs/ Konkan Railways.”</p> <p style="text-align: center;">Or</p> <p style="padding-left: 40px;">“Design, erection and commissioning of 25KV overhead equipment, either through an order by any of the Zonal Rly/ Central Organization for Railway Electrification (CORE) or by Public Sector Undertakings like RVNL/ PGCIL/ Rites/ IRCON/ DFCCIL/ G-RIDE/ METROs.”</p> <p>(c) ELECTRICAL CONTRACTOR LICENSE:—</p> <p>(i) The Contractor should have valid Electrical license to be submitted along with tender failing which tender would be consider ineligible (i.e. not 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 the names and particulars of the certificate of competency of supervisor and workmen to be engaged for</p>

15.1.2	<p>Technical Eligibility Criteria for JV ('a' or 'b' mentioned hereunder):</p> <p>(a) For Works without composite components: - The technical eligibility for the work as per para 15.1.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead Manager of the JV'. Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 15.1.1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender. (Not Applicable in this Tender).</p> <p>(b) For works with composite components: - (Not applicable in this Tender)</p> <p>Note for Clause 15.1.2: Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the abovementioned technical eligibility criteria in the tender under consideration.</p> <p>As per Clause No. 17.0-17.14 and clause 17.15 of Tender Form (second Sheet) of Annex. I of Part-I of GCC APRIL-2022, with up-to-date correction slip</p>
15.2	<p>Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or 'V' Whichever is less; where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited.</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 Annexure-VIB of GCC APRIL-2022, 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>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.</p>
15.2.1	<p>Financial Eligibility for JV- (Not applicable in this tender)</p> <p>Criteria: The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 15.2 above.</p> <p>The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 15.2 above.</p> <p>The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "Financial capacity" to satisfy this requirement.</p> <p>Note: Contractual payment received by a Member in an earlier JV shall be</p>

	reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in the tender under consideration. As per Clause No. 17.15.2 of Tender Form (second Sheet) of Annex. I of Part I of GCC APRIL-2022, with up to date correction slip
15.3	Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of GCC APRIL-2022. (Not applicable) As per Clause No. 10.3 of Tender Form (second Sheet) of Annex. I of Part-I of GCC APRIL-2022, with up to date correction slip.
15.3.1	Bid Capacity for JV- (Not applicable) The JV shall satisfy the requirement of “Bid Capacity” requirement mentioned at para 15.3 above. The arithmetic sum of individual “Bid capacity” of all the members shall be taken as JV's “Bid capacity” to satisfy this requirement. As per Clause No. 17.15.3 of Tender Form (second Sheet) of Annex. I of Part-I of GCC APRIL-2022, with up to date correction slip
15.4	No Technical and Financial credentials are required for tenders having value up to Rs 50 lakh.
15.5	Note to Para 15 (i) Certificate issued by Chartered Accountants based on the audited balance sheets will also be accepted. (as per Annexure-VIII) The criteria for completed works shall be as under: - (ii) Entire work has to be completed in all respects as per contract agreement. Part completed work shall not be considered. (iii) Completion certificate from following organizations shall only be considered:- (a) The work(s) should have been directly awarded to the tenderer by Govt. Organization/ Semi Govt. Organization/ Public Sector Undertaking / Autonomous bodies/ Municipal Bodies/Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender The credentials of a wholly owned subsidiary of a parent company will also be considered in respect of works mentioned above if tender is submitted by the parent company. (b) Completion certificate should be as per proforma given in Annexure- IV-A or IV-B or IVC, as applicable or in the format containing all information required as per the Annexure- IV-A or IV-B or IV-C. (c) Work experience certificate issued by Public listed company shall be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate the relevant copy of work order, bill of quantities bill wise details of payment received duly

certified by Chartered Accountant, TDS certificates for all payments received an copy of final/last bill paid by company in support of above work experience certificate.

Details of works physically completed should be submitted in the proforma as per 'Annexure-III'.

(iv) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered. In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deduction is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deduction is to be considered.

However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility.

(v) The amount given at Sr. No. 11 in proforma vides Annexure-IV for the completion certificate will be the value of completed work, if nomenclature of work as given in completion certificate matches with similar nature work.

(vi) The amount mentioned at Sr. No. 12 in 'Annexure-IV' for the completion certificate shall be the value of completed work if the nomenclature of completed work includes additional components of work which are not matching with similar nature of works.

(vii) Certificate from private individuals for whom such works are executed shall not be considered for eligibility.

(viii) Conditional tenders are liable to be rejected straight away. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever.

(ix) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered. In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deduction is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deduction is to be considered.

However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility.

(x) The amount given at Sr. No. 11 in proforma vide Annexure-IV for the completion certificate will be the value of completed work, if nomenclature of work

	<p>as given in completion certificate matches with similar nature work.</p> <p>(xi) The amount mentioned at Sr. No. 12 in 'Annexure-IV' for the completion certificate shall be the value of completed work if the nomenclature of completed work includes additional components of work which are not matching with similar nature of works.</p> <p>(xii) Certificate from private individuals for whom such works are executed shall not be considered for eligibility.</p> <p>(xiii) Conditional tenders are liable to be rejected straight away. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever.</p> <p>As per Clause No. 10.1 of Tender Form (second Sheet) of Annex. I of Part-I of GCC APRIL-2022, with up to date correction slip</p>
15.6	<p>Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:</p> <p>The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.</p> <p>As per Clause No. 10.1 of Tender Form (second Sheet) of Annex. I of Part-I of GCC APRIL-2022, with up to date correction slip</p>
15.7	<p>If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to subcontractor by a Govt. organization or public listed company as defined in Note for Item 10.1 part-I of GCC, the same shall be considered for the purpose of fulfillment of credentials.</p>

15.8

Explanation for clause 15 (clause 15.1 to 15.6) - Eligibility Criteria:

- 1) Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
- 2) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
- 3) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
- 4) In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.
In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
- 5) If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet) of GCC APRIL-2022, the same shall be considered for the purpose of fulfillment of credentials.
- 6) In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost 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.
- 7) In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc.

	<p>8) In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be reworked 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.</p> <p>9) In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.</p> <p>10) Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A & B partners in any other partnership firm or propriety firm without leaving partnership firm of A & B partners.</p> <p>11) In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.</p> <p>12) If percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.</p> <p>13) In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.</p> <p>14) In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.</p> <p>15) In case company A is merged with company B, then company B would get the credentials of company A also.</p>
16.0	<p>THE LIST OF DOCUMENTS TO BE UPLOADED FOR THIS TENDER</p> <p>(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.)</p>

16.1	Following documents are common for all types of firm i.e. Sole proprietorship, Partnership, Limited Liability Partnership Firm, Registered Society/ Trust, Limited Company or JV.
(a)	Firm details as per proforma given in Annexure-I (Mandatory) .
(b)	A Copy of the Certificate as per Performa given in Annexure-II (Mandatory) .
(c) (i)	List of similar nature of works physically completed in all respects during last 7 years, ending last day of month previous to one in which tender is invited, shall be submitted as per Performa given in Annexure-III for works (i) directly awarded by Govt./Semi Govt./Public sector undertaking / Autonomous bodies /Municipal bodies/ Railway Siding owners (ii)Concessionaire (to whom the work is awarded by Indian Railways/ DFCCIL/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 Note- 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 Annexure-IV-A or IV-B or IV-C as applicable. (Mandatory)
(e)	Secondary Components-(Not Applicable in this Tender) .
(f)	List of works on hand, existing commitments and balance amount of ongoing works as per format given in ' Annexure-V Duly verified by Chartered Accountant to evaluate bid capacity of the tenderer (Mandatory for tender value more than Rs. 20 crores) .'
(g)	A statement showing construction works executed and payment received during the previous three financial years and the current financial year (up to date of inviting tender), taking into account the completed as well as work in progress as per Annexure-XIX on the letter head of Chartered Accountant, to evaluate bid capacity of the tenderer (Mandatory for tender value more than Rs. 20 Crores)
(h)	List of plants & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in Annexure-VI .
(i)	List of Personnel, Organization available on hand and proposed to be engaged for the subject work in Annexure -VII .
(j)	Earnest money should be in proper form. Earnest Money by the tenderer only through net banking or payment gateway in favour of CPM DFCCIL, Ahmedabad or as mentioned in the tender document.

(k)	Contractual Receipts for the last three years and current financial year with supporting documents required as per Annex. VIII (Mandatory.)
(l)	Self-attested copy of Permanent Account Number (PAN) issued by Income Tax Department.
(m)	The tenderers are required to submit the information and particulars regarding retired Railway/DFCCIL Engineer(s)/Officer(s) of the Gazetted rank and regarding Relative(s) employed in Gazetted capacity on DFCCIL as per proforma given in Annexure XXIII. (Mandatory).
16.2	In addition to Para 16.1 above certain more documents are to be submitted by tenderers as per status of their firms and are mandatory . These documents are listed below
16.2.1	FOR SOLE PROPRIETORSHIP FIRM a) Affidavit as per proforma given of Annexure -IX (duly executed on stamp paper and notarized). b) Special power of Attorney to be submitted by sole proprietor firm as per proforma given in Annexure XIV (duly registered with the Registrar or notarized). (Not required if tender documents are submitted by proprietor himself as per (a) above)
16.2.2	FOR HUF (HINDU UNDIVIDED FAMILY) (a) Affidavit as per proforma given of Annexure -XXIX (duly executed on stamp paper and notarized). (b) Special power of Attorney to be submitted by the HUF as per proforma given in Annexure XXX (duly registered with the Registrar or notarized). (Not required if tender documents are submitted by Karta of the HUF, himself as per (a) above)
16.2.3	FOR PARTNERSHIP FIRM 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) (b) Special Power of attorney to be submitted by Partnership firm in favour of the individual to sign the tender on behalf of the firm and create liability against the firm as per proforma given in Annexure-XIII (duly registered with the Registrar or notarized). (Required even if one or more partners are authorized in Partnership deed itself to sign on behalf of the firm as given in (a) above. (c) Declaration by the newly formed partnership firm as per proforma given in Annexure-XXXI . (mandatory if tenderer is newly formed partnership firm) (d) Declaration by the existing partnership firm as per proforma given in Annexure-XXXII . (mandatory if tenderer is an existing partnership firm) (e) With respect to the declaration above, in case of Newly formed partnership firm has/ have as one or more partner(s) from previous propriety firm(s) or dissolved previous partnership firm(s) or LLP firm or split previous partnership firm(s) or LLP firm, Existing partnership firm (a)joining of new one or more partner(s) in

	<p>the existing partnership firm, (b) quitting of new one or more partner(s) from the existing partnership firm -</p> <p>Following additional documents are required to be furnished (mandatory as applicable)</p> <p>a) Details of previous Propriety firm / Partnership Firm/ LLP firm as per annexure I</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 Annexure -IX 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>As per Clause No. 14(ii)(c), 15, 18 & explanation to Clause 10.1 to 10.5 of Annex. I Part-I of GCC APRIL-2022, with up to date correction slip)</p>
16.2.4	<p>FOR COMPANY REGISTERED UNDER COMPANIES ACT 2013</p> <p>a) Copy of Memorandum of association/ Articles of Association of Company.</p> <p>b) Copy of Certificate of Incorporation</p> <p>(c) Copy of resolution passed by Board of Directors authorizing its Director/Employee to deal with tender on behalf of company</p> <p>(d) Special Power of Attorney/ Authorization issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign the MOU/ JV agreement on behalf of the company and create liability against the Company, as per proforma given in Annexure-XV (duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (c) above)</p> <p>(e) Declaration regarding constitution of the Company, for merging of another company, details required for the entire period for last seven years as per proforma given in Annexure-XXXIII.</p> <p>(f) Following additional documents are required to be furnished (mandatory in case of merger with another company)</p> <p>(1) Details of company getting merged as per annexure I</p> <p>(2) Copy of Memorandum of Association/ Articles of Association of the Company getting merged</p> <p>(3) Copy of certificate of incorporation of previous company getting Merged</p> <p>(4) Resolution by the Board of Directors for the Merger of the company(s) with</p>

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

	<p>such partner(s) joining the new/ existing partnership firm, as per para 16.1 (c), (d), (f),(g), (k) above.</p> <p>As per Clause No. 14(f), 15 & explanation to Clause 10.1 to 10.5 of Annex. I Part-I of GCC APRIL-2022, with up to date correction slip</p>
16.2.6	<p>FOR REGISTERED SOCIETY & REGISTERED TRUST</p> <p>(a) A copy of the certificate of registration. (b) A copy of Memorandum of Association of Society/Trust Deed (c) A copy of Rules & Regulations of the Society (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 proforma given in Annexure-XXII (duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (a), (b) above)</p> <p>As per Clause No. 14(g), 15 Annex. I Part-I of GCC APRIL-2022, with up to date correction slip</p>
16.2.7	<p>FOR JV FIRM:- (Not Applicable in this tender)</p> <p>Following documents are mandatorily to be submitted by constituents of the JV firm depending upon their status</p> <p>As per clause no. 14(d), 17.0 Annex. I Part-I, GCC APRIL-2022, with up to date correction slip</p> <p>a) Memorandum of Understanding of JV as per pro forma given in Annex. X (duly executed on stamp paper and notarized)</p>
16.2.7.1	<p>DOCUMENTS MANDATORY FOR SOLE PROPRIETORSHIP FIRM PARTICIPATING AS MEMBER OF JV</p> <p>(a) Affidavit as per proforma given of Annexure -IX (duly executed on stamp paper and notarized). (b) Special Power of Attorney to be submitted by Sole Proprietor participating as member of JV firm as per proforma given in Annexure-XII (duly registered with the Registrar or notarized) (Not Required if MOU/JV agreement is signed by the sole Proprietor himself as per (a) above).</p> <p>As per Clause No.15 Annex. I of Part-I GCC APRIL-2022, with up to date correction slip</p>
16.2.7.2	<p>DOCUMENTS MANDATORY FOR HUF (HINDU UNDIVIDED FAMILY) PARTICIPATING AS MEMBER OF JV</p> <p>(a) Affidavit as per proforma given of Annexure -XXIX (duly executed on stamp paper and notarized). (b) Special Power of Attorney to be submitted by HUF participating as member of JV firm as per proforma given in Annexure-XII (duly registered with the Registrar or notarized) (Not required if MOU/JV agreement is signed by the Karta of HUF himself as per (a) above).</p> <p>As per Clause No. 17.14.2, 15 Annex. I of Part-I GCC APRIL-2022, with up to date correction slip</p>

16.2.7.3	<p>DOCUMENTS MANDATORY FOR PARTNERSHIP FIRM PARTICIPATING AS MEMBER OF JV</p> <p>(a) Copy of Partnership Deed (duly registered with the Registrar or notarized prior to date of tender opening as per the Indian Partnership Act.).</p> <p>(b) Copy of letter of consent of all the Partners or individual authorized by partnership firm to enter into JV Agreement as per Performa given in Annex-XI (duly executed on stamp paper).</p> <p>(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 Annexure-XVIII (duly registered with the Registrar or notarized). (Required even if MOU/JV agreement is signed by one or more partners authorized in Partnership deed, letter of consent to sign on behalf of the firm is given in (a), (b) above) As per Clause 17.14.1, 15 & 18.2 of Annex. I Part-I GCC APRIL-2022, with up to date correction slip</p>
16.2.7.4	<p>DOCUMENTS MANDATORY FOR COMPANY PARTICIPATING AS MEMBER OF JV</p> <p>a) A Copy of Memorandum of Association/ Articles of Association of Company.</p> <p>b) A Copy of certificate of Incorporation</p> <p>c) A Copy of resolutions passed by Board of Directors of the Company permitting the Company to enter into a JV agreement, to be submitted as per Annexure- XVII.</p> <p>d) Special Power of Attorney/ Authorization issued by the Company (backed by the Resolution of Board of Directors) in 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 Annexure-XII (duly registered with the Registrar or notarized). (Required even if MOU/JV agreement is signed by the authorized/ power of attorney holder himself as per (c) above)</p> <p>As per Clause No. 17.14.3, 15 of Annex. I Part-I GCC APRIL-2022, with up to date correction slip</p>
16.2.7.5	<p>DOCUMENTS MANDATORY FOR LLP FIRM PARTICIPATING AS MEMBER OF JV</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 Annexure-XXIV</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 Annexure XX(duly registered with the Registrar or notarized).(Required even if MOU/JV agreement is signed by the authorized/</p>

	power of attorney holder himself as per (c) above)
16.27.6	<p>DOCUMENTS MANDATORY FOR REGISTERED SOCIETY AND TRUST</p> <p>PARTICIPATING AS A MEMBER OF JV</p> <p>(a) A copy of Deed of Formation</p> <p>(b) A copy of certificate of Registration.</p> <p>(c) A copy of Resolution passed by the executive members of Registered Society/Trust permitting the registered society/Trust to enter into a JV agreement as per proforma given in Annexure XXVI.</p> <p>(d) Special Power of Attorney/ Authorization issued by the registered society/ trust (backed by resolution of partners) in favour of the individual to sign the tender, to sign the MOU/ JV agreement and create liabilities against the Registered Society/ Trust as per proforma given in Annexure-XXVII(duly registered with the Registrar or notarized). (Required even if tender documents are submitted by the authorized/ power of attorney holder himself as per (c) above)</p> <p>(e) A copy of Rules & Regulations of the Society.</p>
	<p>Note to Para 16</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>4.1 In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.</p> <p>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. Bid Security,</p>

	<p>Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.</p> <p>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.</p> <p>6. The documents mentioned 'mandatory' in clause No. 16 above are required to be uploaded by the contractor with tender document. If any of these documents is not uploaded along with the tender, the offer shall be summarily rejected.</p> <p>7. In addition to above Tenderer have to certify that neither I /We (name of the sole Proprietor firm/ Partnership Firm/Limited Company/ LLP/Registered Society/Trust / JV firm) nor any of the partner or partnership firm/ LLP /Member of Registered Society/ Trust / Constituent of JV firm including partner of partnership firm in JV has/ have been black listed or debarred by DFCCIL or any other Ministry /Department/ Public Sector Undertaking of the Government of India/ any State from participation in tenders/contract on the date of opening of bids either in our individual capacity or in any firm in which we are partners.</p> <p>As per Clause No. 11(v),11(vi) Annexure 1 part I of GCC APRIL-2022, with up to</p>
17.0	<p>Participation of Partnership Firms in works tenders - The partnership firm shall be governed as per Clause No. 18.1 to 18.12 of Tender Form (second Sheet) Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.</p>
18.0	<p>Participation of Joint Venture (JV) in Works Tender shall be governed as per Clause No. 17 of Tender Form (second Sheet) Annex. I Part-I of GCC APRIL-2022, with up to date correction slip. :</p>
19.	<p>The tenderer shall submit the original copies of the documents as per Annexure II, IX, X, XI, XII, XIII, XIV, XV, XVII, XVIII, XX, XXI, XXII, XXIII, XXIV,XXV , XXVI and XXVII etc. as applicable for Sole Proprietor/Partnership firm/LLP/Registered Society & Trust /Limited Company/JV Firms as and when required by the DFCCIL for the verification. If the required documents are not submitted by the tenderer or any discrepancy between the scanned uploaded documents and original documents then the offer of the tenderer will be summary rejected and the action will be taken as per the various provisions of Affidavit to be submitted by the tenderer as per Annexure-II.</p>
20.0	<p>Security Deposit:</p>

20.1	<p>The Earnest Money deposited by the Contractor with his tender will be retained by the 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. Further, in case of contracts having value equal to or more than Rs. 50 crore (Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Standard General Conditions of Contract. Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Earnest Money deposited by the Contractor with his tender will be returned by the 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>As per Clause No. 16.(1) Part-II of GCC APRIL-2022 , with up to date correction slip</p>
20.2	<p>Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after the following:</p> <ul style="list-style-type: none"> (a) Final Payment of the Contract as per clause 51.(1) and (b) Execution of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Contractor and (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50 (1), in case applicable. <p>As per Clause No. 51.(1) and 16.2(i) Part-II of GCC APRIL-2022, with up to date correction slip</p>
20.3	<p>Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with DFCCIL under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.</p>

	As per Clause No. 16.2(ii) Part-II of GCC APRIL-2022, with up to date correction slip
21.0	<p>No interest shall be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub Clause 16.(4)(b) of GCC APRIL-2022 with up to date correction slip will be payable with interest accrued thereon.</p> <p>As per Clause No. 16.3, Part-II of GCC APRIL-2022, with up to date correction slip</p>
22.0	<p>Performance Guarantee</p> <p>The procedure for obtaining Performance Guarantee is outlined below:</p> <p>(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the DFCCIL, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.</p> <p>The failed Contractor shall be debarred from participating in re-tender for that work.</p> <p>b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value. 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.</p> <p>(i) A deposit of Cash;</p> <p>(ii) Irrevocable Bank Guarantee;</p> <p>(iii) Government Securities including State Loan Bonds at 5% below the market value;</p> <p>(iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;</p> <p>(v) Guarantee Bonds executed or Deposits Receipts tendered by all</p>

	<p>Scheduled Banks;</p> <p>(vi) Deposit in the Post Office Saving Bank;</p> <p>(vii) Deposit in the National Savings Certificates; (viii) Twelve years National Defense Certificates;</p> <p>(ix) Ten years Defense Deposits;</p> <p>(x) National Defense Bonds and</p> <p>(xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of CPM, DFCCIL, Ahmedabad (free from any encumbrance) may be accepted.</p> <p>(c)The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.</p> <p>(d)The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.</p> <p>(e)The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily. (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</p> <p>(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encased.</p> <p>(g) The Engineer shall not make claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the agreement) in the event of:</p> <p>(i)Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.</p> <p>(ii)Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.</p> <p>(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</p>
23	MEASUREMENTS OF CONTRACTOR WORKS.
23.1	The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / registered society /registered trust etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy

	<p>of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favor of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.</p> <p>As per Clause No. 15 of Annexure I part 1 of GCC APRIL-2022, with up to date correction slip</p>
23.2	<p>Measurement of works by DFCCIL:</p> <p>The contractor shall be paid for the works at the rates in the accepted Schedule or Rates and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one, for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the contractor's attendance, the work may be measured up in his absence and such measurements shall notwithstanding such absence, be binding upon the contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:</p> <ol style="list-style-type: none"> a) It shall be open to the contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements. b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements. <p>(As per Clause No. 45 (i), Part-II of GCC APRIL-2022, with up to date</p>

correction slip)

23.2.1 Measurement of Works by Contractor's Authorized Representative (In case the contract provides for the same):

(a) The contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined under Clause 39 part II of GCC APRIL-2022, with up to date correction slip on of these conditions on the measurements taken by the contractor's authorized engineer in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the contractor who shall be present at the site and shall witness the test checks, failing the contractor's attendance the test checks may be conducted in his absence and such test checks shall not withstanding such absence be binding upon contractor provided always that any objection made by contractor to test check shall be duly investigated and considered in the manner set out below :

i) It shall be open to the contractor to take specific objection to test checks of any Recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned DFCCIL's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

(b) Incorrect measurement, actions to be taken : If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following :

(i) On first occasion of noticing exaggerated/false measurement, engineer shall recover liquidated damages equal to 10% of claimed gross bill value.

(ii) On any next occasion of noticing any exaggerated/false measurement, DFCCIL shall recover liquidated damages equal to 15% of claimed gross bill

	<p>value. In addition the facility of recording of measurements by contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by DFCCIL as per clause 45(i) of GCC APRIL-2022.</p> <p>The detailed procedure for recording of measurements, provisional payment, test check, final payment etc. shall be as per para 1316 A of the Indian Railway Code for Engineering Department.</p> <p>As per Clause No. 45 (ii), Part-II of GCC APRIL-2022, with up to date correction slip</p> <p>Note:- 'Contractor's authorized engineer' shall mean a graduate engineer or equivalent, having more than 3 year experience in the relevant field of construction work involved in the contract, duly approved by Executive/Sr. Executive/JPM/APM/DPM/PM/Dy.CPM /CPM/GM-Co/CGM.</p> <p>As per Clause No. 1(1)(q), Part-II of GCC APRIL-2022, with up to date correction slip</p> <p>(Measurement of works by authorized representative) shall be applicable only for those contracts where specifically mentioned in additional special conditions of contract.</p>
24	PAYMENT OF CONTRACTUAL WORKS
24.1	<p>“On-Account” Payments: The contractor shall be entitled to be paid from time to time by way of “On-Account” payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified “Contractor's authorized engineer's measurements” shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of ten percent by way of Security Deposits, until the amount of Security Deposit by way of retained earnest money and such retentions shall amount to 6% of the total value of the contract provided always that the Engineer may be any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.</p>
24.2	<p>Rounding off Amounts: - The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paisa shall be omitted and sums of 50 paisa and more up to Rs. 1 will be reckoned as Rs.1.</p>
24.3	<p>On account Payments Not Prejudicial to Final Settlement</p> <p>“On-Account” payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as “Final Measurements” and as such have been signed by the Contractor and Engineer's/ Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such</p>

	accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.
24.4	Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor up to the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39, 43(2), 45(a), 48(1), 48(2), 48(3), 55, 55- A(5), 57, 57A, 61(1), 61(2) and 62(1)(i) to xv (B) of Standard General Conditions of Contract or in any Clause(stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.
25.0	INSTRUCTIONS OF MODE OF PAYMENT IN WORKS TENDERS OR SERVICE TENDER THROUGH LETTER OF CREDIT (LC)
25.1.1	For all the tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the option to take payment from DFCCIL through a letter of credit (LC) arrangement.
25.1.2	This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railways Electronic Procurement System - the e-application on which tenders are called by DFCCIL) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
25.1.3	The option so exercised, shall be an integral part of the bidder's offer.

25.1.4 The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.

In case tenderer opts for payment through LC following shall be the procedure to deal release of payment through LC:

- (a) The LC shall be a sight LC,
- (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental

- cost towards issue of LC and its operation thereof shall be borne by the contractor.
- (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from DFCCIL Accounts Units for tenders opened in financial year 202019. SBI branches where the respective DFCCIL Accounts Office has its Account (local SBI branch) will be the issuance/ reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
- (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the
- e) The LC terms and conditions shall inter-alia indemnify and save harmless the DFCCIL from and against all losses, claims and demands of every nature and description brought or recovered against the DFCCIL by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by DFCCIL on this account shall be considered as reasonable compensation and paid by contractor.
- (f) The LC terms and conditions shall inter-alia provide that DFCCIL will issue a Document of Authorization (format enclosed as **Annexure-'B'**) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
- (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
- (h) The Document of Authorization shall be issued by DFCCIL Accounts Office against each bill passed by DFCCIL.
- (i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by DFCCIL Accounts Office to DFCCIL's bank (Local SBI Branch).
- (j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Bill.
- (k) The payment against LC shall be subject to verification from DFCCIL's Bank (Local SBI Branch).
- (l) The contractor's bank (advising bank) shall submit the documents to the DFCCIL's Bank (Local SBI Branch).
- (m) The DFCCIL's bank (issuing bank) shall, after verifying the claim so received with reference to the digitally signed Document of Authorization received from DFCCIL Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.

(n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.

(o) The LC shall be closed after the release of final payment including PVC amount, if any to the contractor.

(p) The release of performance guarantee or security deposit shall be dealt directly by DFCCIL with the contractor i.e., not through LC.

For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as **Annexure-‘A’**.

	Annexure-‘A’
<p>(Clause No. 24.2 of General Instructions to Tenderers) Request letter from Executive branch to Accounts Office for opening of LC</p> <p>Office of DFCCIL</p> <p>No..... Dated</p> <p>The PM/Finance Ahmedabad</p> <p>Sub:- Opening of LC</p> <p>Ref:-Supply Order / Contract Agreement No. ****</p> <p>It is requested to open a sight LC against the above referred order/Agreement in favour of</p> <p>The details of beneficiary are as under:</p> <ul style="list-style-type: none"> i) Name of Contractor/Supplier ii) Vendor code iii) Address iv) Tender No. v) Contract Agreement No. vi) Description of Goods/Service vii) Value of Contract viii) Stages of payment xi) Expected payment within 6 months (LC Amount) xii) Beneficiary bank details; 	

- | | |
|--|--|
| <ul style="list-style-type: none"> a. Bank name b. Address c. Account No. d. IFSC Code | |
|--|--|

<p>It is certified that the supplier/contractor has exercised the option of taking payment due against the tender, through LC arrangement in IREPS portal at the time of bidding itself and the option has been flagged in the IREPS. This has the approval of..... xiii) Validity/period for which LC is to be opened.</p>

(Signature) Name..... Designation (Official Seal) Annexure-‘B’
(Clause No. 24.1.5(f) of General Instructions to Tenderer) LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated: -----
<u>DOCUMENT OF AUTHORIZATION</u>

Reference: (i) Works Contract/ Supply Contract No dated
(ii) Inland Letter of Credit No Dated.....
This document is issued against contract No..... (FROM IREPS) DATED..... FOR WORK OF

(DESCRIPTION OF WORK FROM IREPS)..... The beneficiary of the aforementioned Letter of Credit M/s (NAME AND VENDOR CODE) (Vendor Code..... as per IREPS) Is entitled to receive payment aggregating INR SSS (FROM ABSTRACT OF BILL PASSED)... Out of total LC amount of INR (FROM MASTER TABLE OF LC OPENED) Against the first/second* commercial Invoice No. (FROM IPAS) Dated FROM IPAS for INR (FROM IPAS) raised against the above contract from State Bank of India..... (Branch FROM LC MASTER TABLE) On the strength of this Certificate.

The details of payment already made to the beneficiary under this Letter of Credit are as follows:

S. No.	Invoice No.	Invoice date	Invoice Amount (INR)	LCDA No.	LCDA date	Amount paid (INR)

	<p>Total Paid</p> <p>THIS PAYMENT: sass..... LC balance after this payment:.....</p> <p>(Signature of authorized DFCCIL authority)</p> <p>Name Designation Official Seal</p>
26.0	<i>GUIDELINES FOR ELECTRONIC REVERSE AUCTION FOR WORKSSERVICE CONTRACT</i>
26.1	SERVICE CONTRACTS (For tenders valued more than Rs. 50 Cr. in each case): (Not Applicable in this Tender)
(a)	Selection criteria for tender cases of Works and Services proposed through Reverse Auction (eRA) route:
(b)	Following method of purchase through Reverse Auction shall be adopted for Works and Service tenders valued more than Rs. 50 Cr. in each case.
(c)	The process of procurement through Reverse Auction shall be followed only in case of tenders where there are at least three technically eligible offers.
26.2	Financial Bids in single currency/parameter only shall be allowed.
(a)	Procedure for award of contracts through Reverse Auction
(b)	The procedure discussed herein shall be fully implemented through IREPS. Any reference to Reverse Auction in these instructions shall imply e-RA.
(c)	Conduct and reporting of Reverse Auction shall be as per Annexure-C .
26.2.1	The essential technical and commercial parameters will be specified in a transparent manner in the tender document. No deviation to such essential Technical & Commercial conditions shall be permitted to the tenderer(s) in the electronic bid form.
(a)	Technical Bid and Initial Price Offer :
(b)	In case of Works and Services related tenders, e-RA shall be adopted only for those cases where evaluation is on the basis of single parameter/currency.
(c)	Bidder shall be simultaneously required to electronically submit a Technical & Commercial Bid and Initial Price Offer. The offers found eligible for award of contract/meeting eligibility criteria shall be categorized as Qualified for Award of Contract for the purpose of e-RA.
(d)	Offers not complying with essential technical & commercial requirements of the tender shall be declared as Ineligible for award of contract.

26.2.2	Initial Price Offer of only those bidders categorized as Qualified for Award of contract shall be opened and tabulated by system separately.		
(a)	Financial Bid Financial Bid shall comprise of Final Price Offer obtained through Reverse Auction. Following conditions and procedure shall be followed in selection of bidders for conduct of Reverse Auction:		
(b)	Selection of vendors for Reverse Auction for award of Contract in Works and Services tenders :		
	Number of tenderers Qualified for Award Of contract/ Bulk order	Number of tenderers to be selected for Reverse Auction.	Remarks
	< 3	NIL*	The bids disallowed from participating in the Reverse Auction shall be the highest bidder(s) in the tabulation of Initial Price Offer. In case the highest bidders quote the same rate, the Initial Price Offer received last, as per time log of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself.
	3 to 6	3	
	More than 6	50% of Vendors Qualified for Bulk Order/ award of contract (rounded off to next higher integer).	
	Note: - (i)* If the number of tenderers qualified for Award of Contract is less than 3 RA shall not be done and tender may be decided on the basis of Initial Price Offer(s). (ii) Make in India criteria: All bidders eligible for benefits under Public Procurement (Preference to Make in India) Order - 2017, found Qualified for Award of Contract and are within the specified range of price preference of lowest Initial Price Bid shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of Initial Price Bid. Such bidders shall be over and above the number of vendors selected for Reverse Auction, as per Para 24.2.2(a) above. During Reverse Auction process, bidders shall not be allowed to bid a rate higher than the lowest Initial Price Offer.		

Annexure C

Procedure for Conduct and Reporting of R.A.

1. The tendering authority shall solicit bids through an invitation to the electronic Reverse Auction to be published or communicated in accordance with the provisions similar to e-procurement.
2. Depending upon the nature of item/work/service and complexity of case on hand, following shall be indicated in the tender for e-RA itself.

(a) Initial e-RA period: This shall be the initial time interval for e-RA, e-RA shall be open for this duration.

(b) Auto extension period: In case any offer is received in the time period equal to auto extension period before close of initial e-RA period, the e-RA shall be extended for time equal to auto extension period from the time of last bid. There shall be no upper limit on number of auto extensions. When no offer is received in the last auto extension period, e-RA shall close.

(c) Minimum decrement in percentage of value of the last successful bid.

3. Date and time for start of e-RA shall be communicated to qualified tenderers by the convener after evaluation of the Technical Bids.
4. After submission of Initial Price Bid, tenderers will not be allowed to revise the taxes and other levies.
5. During auction period, identities of the participating tenderers will be kept hidden.
6. Minimum admissible bid value will be last bid value minus minimum decrement as specified by the tendering authority before starting of reverse auction. Starting point for reverse auction shall be the lowest initial Price Bid of the Tenderer eligible for award of contract.
7. After close of the RA, tabulation of last (minimum) bids received from all the tenderers will be generated and made visible to Railways and participating tenderers.
8. Railway users can also view the bidding history in chronological order.
9. Bidders not be allowed to withdraw their last offer.
10. L-1 will be defined as the lowest bid obtained after the closure of R.A. session for Goods Works and Services tenders.

(Authority : No. 2017/Trans/01/Policy/Pt-SDated28.03.2018)

**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	<p>Order of Precedence of Documents: In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:</p> <ul style="list-style-type: none"> 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	USE OF DFCCIL LAND
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	<p>USE OF PRIVATE LAND</p> <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,</p>

	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.
6.	FIGURES, DIMENSIONS ETC. 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.
7.	PLEA OF CUSTOM 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
8.0 8.1	SEIGNIORAGE CHARGES 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.
8.2	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.
9.0	TAXES -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.
10.0	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.

11.0	<p>DEDUCTION OF INCOME TAX AT SOURCE</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>ROYALTIES AND PATENT RIGHTS</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, licensee 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 in consequence 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>NOTICE TO PUBLIC BODIES</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>DAMAGE BY ACCIDENTS, FLOODS OR TIDES</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>SERVICE ROADS</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>EMERGENCY WORKS</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 CGM, DFCCIL, to the contractor.</p>
17.0	<p>MAINTENANCE PERIOD/DEFECT LIABILITY PERIOD:-</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, for a period of 12 months from the date of taking over by the Employer.</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 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>(c) During the period of Guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the executed work whether such parts / structural elements of his own manufacture or those of his sub-contractor / supplier whether arising from faulty materials, workmanship or negligence in any manner on the part of the Contractor provided</p>

	<p>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>(d) If it becomes necessary for the Contractor to replace or renew any defective portion of the structural elements until the expiration of six month from the date of such replacement or renewal or until the end of the above mentioned period whichever is later. Such extension shall not apply in case of defects of a minor nature, the decision of the 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>(e) The repaired or renewal parts structure shall be delivered / supplied and erected / executed on site free of charge to the Employer.</p> <p>(f) 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	INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE
18.1	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.
18.2	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.
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	<p>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:</p> <p>(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.</p> <p>(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.</p>
19.0	NON-COMPLIANCE WITH THE INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE
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 noncompliance 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	WARRANTY 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.
21.0	SHIFTING OF ELECTRICAL/TELEGRAPH WIRES

	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.
22.0	HANDING OVER OF SITE FOR WORK 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.
23.0	Working during Night: The Contractor shall 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. (Authority Clause No. 23 Part-II of GCC APRIL-2022, with up to date correction slip)
24.0	MODE AND TERMS OF PAYMENT
24.1	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.
24.2	MANNER OF PAYMENT 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 Annexure-I indicating the bank account number, name of bank and bank specific code number (MICR/IFSC) as enclosed. The conditions and Annexure-I will be part of the tender document.
25.	ACCIDENT/NATURAL CALAMITIES
25.1	Vehicle and equipment of the contractor can be drafted by DFCCIL Administration in case of accidents/natural calamities involving human lives.
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	MOBILIZATION ADVANCE (For Contract Value Rs. 25 Crores and Above)
26.1	Stage-I: -5% of Contract Value on signing of the contract agreement. Stage-II: - 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.

	The 1 st stage of advance shall be payable immediately after signing of contract documents. The 2 nd 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.
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) For works costing less than Rs. 50.00 Crore 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) For works costing Rs. 50.00 Crore & above. 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>Method of Recovery of Interest 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. 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; 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)</p>
26.6	<p>Advances for accelerating progress of the work during course of execution of Contract-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>Advances in Exceptional Cases -</p> <p>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. Advance Correction slip no 56 for Indian railway Code for Engineering Department dated 05.03.2019.</p>
27.0	<p>STAGE PAYMENT (For contract value Rs. 15.00 crores & above): (Not Applicable in this Tender)</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> <ul style="list-style-type: none"> (a) The material shall be strictly in accordance with the contract specifications. (b) The material shall be delivered a site and properly stored under covered sheds in measurable stacks. (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. (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. (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. (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. (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. (h) The price variation claim for steel would continue to be governed as per extant PV clause and with reference to delivery at site.
28.0	<p>BONUS FOR EARLY COMPLETION OF WORK: 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 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>As per Clause No. 17(c) Part-II of GCC APRIL-2022, with up to date correction slip</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>DEPLOYMENT OF QUALIFIED ENGINEERS AT WORK SITES BY THE CONTRACTOR (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"> 1) Graduate Engineer - Minimum 1 Nos. 2) Diploma Engineer - Minimum 1 Nos. <p>(ii) For tenders costing Rs.50.00 Cr. and above.</p> <ol style="list-style-type: none"> 1) Graduate Engineer - Minimum 2 Nos. 2) Diploma Engineer - Minimum 2 Nos.
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>PRICE VARIATION CLAUSE (As per Clause No. 46 A of GCC APRIL-2022 with up-to-date correction slip.</p>
31.1	<p>Applicability: Price Variation Clause shall be applicable only for works contracts having advertised value above Rs. 2 Crore. 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 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 1st date of measurement recorded in MB will be considered.</p> <p>(b) In case of final bill, the date of completion or 1st date of measurement recorded in MB, whichever is earlier, will be considered.</p>

32.A	<p>Communications to be in Writing: All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the 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. (As per Clause No. 4 Part-II of GCC APRIL-2022, with up to date correction slip)</p>
32.B	<p>Assignment or subletting of the contract: (a) In case contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of CGM for the same. While submitting the proposal to DFCCIL, contractor shall ensure the following :(As per Clause No. 7 Part-II of GCC APRIL-2022, with up to date correction slip) (i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value. (ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, 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. <i>Note: For subletting of work costing up to Rs 50 lakh no previous work experience shall be asked for by the DFCCIL.</i> In case contractor submits subcontractor's work experience certificate issued by public listed company, the contractor shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate. 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 CGM, 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.</p>

	<p>(d)The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.</p> <p>(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 CGM.</p> <p>(f) The Contractor shall indemnify DFCCIL against any claim of subcontractor.</p> <p>(g) The Contractor shall endeavor to resolve all matters and payments amicably and speedily with the subcontractor.</p> <p>(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.</p> <p>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.</p> <p>(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> <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>Display Board: The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m. As per Clause No. 34.(5) Part-II of GGC-2022 with up to date correction slip</p>
34.0	<p>VARIATIONS & MODIFICATION IN EXTENT OF CONTRACT</p>

34.1	<p>Modification to Contract to be in Writing: In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the 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. As per Clause No. 41 Part-II of GGC-2022 with up to date correction slip</p>
34.2.1	<p>Powers of Modification to Contract: 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. As per Clause No. 42(1) Part-II of GGC-2022 with up to date correction slip</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</p>

	<p>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>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>As per Clause No. 42(2) Part-II of GGC-2022 with up to date correction slip</p>
34.3	<p>Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and 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>Rates for Extra Items of Works: 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</p>

	<p>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>HANDLING VITIATION DURING VARIATION IN CONTRACT QUANTITIES</p> <p>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"> <thead> <tr> <th>S N</th> <th>Value of contract</th> <th>Percentage difference bet. Present contractor and new L1 as a result of variation. (Percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor).</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Small value contracts (Tender value less than Rs. 50 lakh)</td> <td>10</td> </tr> <tr> <td>2</td> <td>Other than small value contracts (Tender Value equal to or more than Rs. 50 lakh).</td> <td>5</td> </tr> </tbody> </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 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
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35.1	<p>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.</p>										
35.1.1	<p>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.</p>										

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.I/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 Vitiating takes place in normal circumstances. Vitiating 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) Vitiating 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 Vitiating.</p>
36.0	<p>EXTENSION OF TIME WITH LIQUIDATED DAMAGE (LD): FOR DELAY DUE TO CONTRACTOR</p> <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 Clause 17 and 17-B, of Part-II of GCC APRIL-2022, with up to date correction slip 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 rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of the contract value of the works for each week or part of week.</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> <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</p>

	<p>caused by such default.</p> <p>NOTE:</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>As per Clause No. 17(B) Part-II of GCC APRIL-2022 with up to date correction slip</p>
37.0	<p>Quarterly Statement of Claims: 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	<p>Settlement of disputes - Indian Railways Arbitration & Conciliation Rules (As per Clause 63 & 64 and its Sub Clauses GCC APRIL-2022 with up to date correction slip).</p> <p>Conciliation of Disputes:</p> <ol style="list-style-type: none"> 1. This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore. 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 "Chief General Manager" or "General Manager/Co-ord" 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 or General Manager/Co-ord shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor. 3. The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract. 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. 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. 6. The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

38.1	<p>Matters Finally Determined by the DFCCIL: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the CGM/GM-Co-ord and the CGM/GM-Co-ord shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the 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>Accepted Program of Work: The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts 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 organisation (in terms 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.</p> <p>In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification, finalized through Tenders having advertised value more than Rs.100crores, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-a-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:</p> <p>The order in which the Contractor intends to carry out the Works, including the</p>

	<p>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:</p> <p>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.</p> <p>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.</p> <p>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 SubClause.</p> <p>As per Clause No. 19(3) Part-II of GCC APRIL-2022 with up to date correction slip</p>
41.0	<p>Commencement of Works: The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the 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.</p> <p>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>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>As per Clause No. 19(2) Part-II of GCC APRIL-2022 with up to date correction slip</p>
42.0	<p>Workmanship and Testing: The whole of the works and/or supply of materials</p>

	<p>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>As per Clause No. 27(1) Part-II of GCC APRIL-2022 with up to date correction slip</p>
43.0	<p>A. Improvement of Quality in Constructions works - Regarding submission of invoices of materials, the provision of Clause 51 A of GCC is reproduced below :-</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) &(ii) above is without prejudice to the obligations of the Contractor under any statue rules or orders binding on the Contractor.</p> <p>(Authority: Rly Bd's letter No.2021/CE-I/CT/SI/1 dated 04.03.2021) (As per Clause No. 51-A of Part-II GCC-2020, with up to date correction slip)</p> <p>B. Post Payment Audit: It is an agreed term of contract that the DFCCIL reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a</p>

	<p>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>Infringement of patents:</p> <p>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 or patterns shall be borne exclusively by the Contractor. The contractor shall advise the Employer of any proprietary right that may exist on such processed drawings or patterns which he may use of his own accord.</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. Indemnification by contractor:- In the event of any claim or demand being made or action being brought against the Employer for infringement of later patent in respect of any equipment, machine, plant, work or thing used or supplied by the Contractor under this contract or in respect of any methods of using or working by the Employer of such equipment machine, plant work or thing, the contractor shall indemnify the employer and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the Employer shall notify the contractor immediately any claim is made and that the contractor shall be at liberty, if he so desires with the assistance of the Employer if required but at the Contractor's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such equipment, machine, plant work or thing, shall be used by the Employer for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.</p>
45.0	<p>Insurance (CAR Policy)-</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>

	<p>(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.</p> <p>(B) Construction Plant, Machinery and equipment brought to site by the Contractor.</p> <p>(C) Any other insurance cover as may be required by the law of the land.</p> <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, 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.</p> <p>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>Accident:-</p> <p>(a) The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.</p> <p>(b) The contractor shall indemnify and keep the employer indemnified and harmless against all actions, suits, claim demands, costs, charges or</p>

	<p>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.</p> <p>(c) 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.</p> <p>(d) The contractor shall be responsible for all repairs and rectification of damages to completed works or works under execution due to DFCCIL accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installation are provisionally handed over to the employer.</p>
47.0	<p>GST</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 applicable. Documentary evidence of deposition of GST will be produced by contractor for on account bill.</p>
48.0	<p>PERMITS, FEES, TAXES & ROYALTIES</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>STATUTORY INCREASE IN DUTIES, TAXES ETC.</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 & 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 1.7above.</p>

	<p>Further DFCCIL 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>EXCISE DUTY OR ANY OTHER TAXES/DUTIES: The contractor shall bear full taxes /duties levied by state government 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>ROAD TAX CHARGES: 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>FOREIGN EXCHANGE REQUIREMENTS: Any demand of foreign exchange for importing of equipment's and materials shall not be accepted.</p>
53.0	<p>ANTI PROFITEERING CLAUSE: - 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>INTEGRITY PACT:- As per office memorandum no F.No DPE/13(12)/11-Fin Dated 09.09.2011 issued by Ministry of Heavy Industries (DPE) all PSU should enter into Integrity pact in the required proforma in their procurement transaction/ Contracts with suitable changes specific to the situation in which the pact is to be used. The pact, entering into which would be a preliminary qualification for any bidder, essentially envisages an agreement between the prospective vendors / bidders and the DFCCIL, committing the persons/ officials on both sides not to resort to any corrupt practices in any aspect / stage of the contract. A copy of pre contract integrity pact is enclosed as form no 4 for signature of bidder as acceptance, as and when Independent External monitor is appointed.</p>
55.0	<p>TOOLS Tools required for this work will be arranged by the contractor. a. All the basic tools and plants & safety kits required to execute the work will be arranged by contractor at his cost and nothing extra shall be paid on this account.</p>

	<p>b. 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.</p> <p>c. 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.</p> <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</p>												
56.0	<p>PENALTY -</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:-</p> <p>Accident involving use of a accident Relief train = Rs.50000/-</p> <p>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"> • Any undisciplined behaviour by the staff. • Discourteous behavior towards any officer or staff of DFCCIL. • Not wearing proper Safety PPE Kit. • Not carrying out the duties listed in the scope of work in satisfactory manner. • Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL. <p>(c) Penalty for some of the breaches in services will be as follows:</p> <table border="1" data-bbox="316 1406 1461 1676"> <thead> <tr> <th>S.N</th> <th>Type of breaches</th> <th>Amount of Penalty</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Staff not in proper PPE Kit.</td> <td>Rs.50/- per staff per day</td> </tr> <tr> <td>2</td> <td>Staff turn up late</td> <td>Rs. 100/- per staff per Hour (After one hour late staff will not be allow to work)</td> </tr> <tr> <td>3</td> <td>Failure to provide replacement in Time</td> <td>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
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57.0	<p>WORKING HOURS OF PERSONS/ SUPERVISOR:-</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>Regarding provision of Quarters for Contractors: Accommodation to Break down gang will be provided by DFCC in DFCC premises (if available) and if DFCC could not arrange the same, till such Break down gang shall be stay nearer to DFCC premises at the cost of tenderer.</p>												

	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 DFCCIL/Railway for equipments therein as well as charges for electric current, water supply and conservancy.
59.0	<p>In case the services of the Contractor are not found satisfactory, or there is a breach of any of the terms & 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.</p> <p>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>SITE OFFICE:-</p> <p>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 & labourers 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&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)

1.0	MEASURES TO BE ENSURED PRIOR TO START OF WORK
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 work involving shutdown / outage of tower wagon for specific time period, 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.
I.	Name and address of the contract assigned to execute the work.
II.	Name of the Contractor's supervisor
III.	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.
IV.	List of the number(s) of individual vehicle(s)/ machineries, names and license particulars of the driver(s) proposed to be used by contractor.
V.	Information regarding location, duration and timings during which the vehicles/machinery are planned to be plied/worked.
VI.	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.
VII.	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.
VIII.	Written advice to sectional APM/DPM about the detailed planning of work including protection of track and safety measures proposed to be adopted.
IX.	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.
X.	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.
XI.	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.
XII.	No work shall which is to be done near running track shall commence unless permitted by sectional APM/DPM/PM/Dy.CPM

XIII.	Supplementary site specific instructions, wherever considered necessary shall be issued by the Engineer in Charge
XIV.	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.
2.0	PLYING OF ROAD VEHICLES AND WORKING OF MACHINERIES CLOSE TO RUNNING TRACKS
(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.
(iv)	If vehicle/machinery is to be worked closer to 3.5m from running track. 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.
(v)	Precaution to be taken while reversing road vehicle alongside the track. 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.

(vi)	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
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	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.
(vii)	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	EXECUTION OF WORKS CLOSE TO OR ON RUNNING LINES
	Any work close to or on running tracks shall be executed under the presence of a DFCCIL's Supervisor only.
(i)	Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.
(a)	Contractor has deputed trained supervisors in required number at worksites duly certified by APM/DPM/PM/Dy. CPM in charge of the works.
(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.
(c)	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.
(d)	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.
(e)	Contractor shall ensure that road vehicle/machinery ply/work in a way so that these do not infringe the line of demonstration.
(f)	Lookout men with required safety equipment shall be posted where necessary.
(g)	In unusual circumstances, where operator apprehends danger to track while working truck/machinery near running track, following action shall be taken.
a)	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)	Protection shall be done as done for other emergencies
(h)	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.
(i)	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.
(j)	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.
(ii)	Precaution to be taken to ensure safety of electrical/signal/ telephone cables while excavating near tracks.
Ja)	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)	Copy of the cable plan should be given to the contractor's authorized representative before handing over the site to start the work.
(c)	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.
(iii)	Precaution to be taken during execution of works requiring traffic blocks.
a)	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)	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.
c)	After completion of work the released sleeper and fittings should be properly stacked away from the track to be kept clear of moving dimensions.
d)	Block shall be removed only when all the temporary arrangement, machineries, tools, plants etc. have been kept clear of moving dimensions.
(iv)	Precaution to be taken during execution of works during night. 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.
(v)	Precautions to be taken to ensure safety of workers while working close to running lines.
a)	Any work close to or on running tracks shall be executed under the presence of a DFCCIL's supervisor only.
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"> (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. (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. (iii) Suitable speed restriction shall be imposed or Traffic block shall be ensured as required. (iv) The site shall be protected as per provisions of Para No. 806 & 807 of P.Way Manual as case may be. (v) Necessary equipment for safety of trains during emergency shall be kept ready at site.
c)	A 'first aid kit' shall always be kept ready at site.
(vi)	Precaution shall be taken for safety of public or passengers, while executing

	works at locations, used by passengers and public. 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.
(vii)	Precaution to be taken before stacking materials alongside the track to ensure that safety of trains is not affected. The following precautions shall be taken before stacking the materials along the track for stacking of ballast, rails, sleepers etc.
a)	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)	The selected locations shall be marked by lime in advance.
c)	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.
(viii)	Precaution for handling of departmental material trains 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.
(ix)	SAFETY ASPECTS TO BE OBSERVED WHILE WORKING IN OHE AREA
(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.
(£)	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.
4.0	PROTECTION OF TRACK DURING EMERGENCY
(i)	<p>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. 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.</p> <p>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.</p> <p>Attempts shall also be made to send an advice to nearest DFCCIL station about the incident immediately.</p>
(ii)	<p>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.</p> <p>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.</p>
(iii)	Action to be taken if more than one track is obstructed.
a)	In case of single line protection as above shall be done in both the directions from place of danger.
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.
c)	The Contractor's Supervisors, Operators and lookout men shall be properly explained about the direction of trains on running tracks.
(iv)	<p>Equipment required for protection of track.</p> <p>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.</p>
(v)	Arrangement of lookout men and competency required for lookout man to warn labour about approaching train.
a)	Contractor will provide lookout men
b)	The lookout men shall be properly trained in warning to staff at worksite about approaching train.

c)	Only those lookout men shall be provided at site who have been issued with a competency certificate by the DFCCIL's Supervisor.
d)	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.
5.0	TRAINING TO SUPERVISORS AND OPERATORS OF CONTRACTOR
	<p>The Supervisors and Operators of the contractor proposed to be deployed at work 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.</p> <p>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.</p>
6.0	SPECIAL CONDITIONS FOR WORKING OF ROAD CRANES
	<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"> (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. (ii) The contractor shall ensure that a valid Certificate of Fitness is available before use of Road Cranes. (iii) Contractors should utilize the services of any competent person as defined in Factories Act, 1948 and approved by Chief Inspector of Factories. (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. (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.
7.0	<p>Contractor shall indemnify DFCCIL: against any loss/damage to public property, travelling 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>

Competency Certificate

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.

This certificate is valid only for the work mentioned in this certificate only.

Signature and designation of the officer

SPECIAL CONDITIONS OF CONTRACT (TECHNICAL)

PART-VI
Part A
SPECIAL CONDITIONS OF CONTRACT (TECHNICAL)

Maintenance of 2 x 25 KV High Rise Overhead equipment in Iqbalgadh- Sanand section & Makarpura Yard of DFCCIL including connecting line for a period of 24 Months under Ahmedabad Unit of Western Dedicated Freight Corridor (WDFC).

1.0 Preamble:

The contract is aimed to carry out preventive maintenance activities as per schedule laid down in this tender document. The maintenance activities involve checking of OHE installation by visual examinations, tightness of fasteners, recording required parameters, rectification of any defects, correction in parameter, adjustment work, replacement of defective parts, provision of deficient parts, and reporting major defect/ abnormalities in time to avoid any failure/breakdown.

The maintenance work shall be carried out as per laid down schedules in this tender, however the successful tenderer may be asked to comply special maintenance instructions as per latest technical developments. The contractor shall make himself convergent with maintenance guidelines of OEMs equipment's, maintenance instructions of RDSO and prevailing practices in various railways. The contractor is supposed to adopt best maintenance practices so as to insure 100% reliability and availability of High Rise OHE installations.

Best endeavors shall be made to avoid any OHE breakdown.

2. Brief details of 2x 25KV Traction System in Iqbalgarh Sanand section-

2.1 Over Head Equipments:

- (i) On main line High Rise OHE with 125 Sqmm catenary and 150 Sqmm contact wire with 1200Kg tension in each wire, contact height 7.54 m, 5 Pulley ATD, Modified DFCCIL type Cantilever, Composite Insulators, steel/ copper anti-creep.
- (ii) On loop lines High Rise OHE with 65 Sqmm catenary and 107 Sqmm contact wire with 1000Kg tension in each wire, contact height 7.54 m, 3 Pulley ATD, IR type Cantilever, Composite Insulators, steel/ copper anti-creep.
- (iii) 25 KV along track feeder (AAC)
- (iv) Aerial Earth conductor (AEC- ACSR- 288 Sqmm)
- (v) Buried Earth Conductor (BEC, Galvanised Steel conductor -182 Sqmm)
- (vi) Bonding & Earthing as per approved E&B plan.
- (vii) OHE Structures viz. Mast, Portals, Super Mast, Cross Arm, AT Structure, TTC, Gantry Structure, SPS etc.
- (viii) OHE Mast on Bridge Piers along with spare rag bolts.
- (ix) PTFE type short Neutral section with associates caution boards
- (x) IOLs, UIOLs, Section Insulators (Galland make and IR type)
- (xi) Various caution boards viz. Number plates, Unwired turn out boards, Neutral section Boards, Power block Limit boards, Electric Engine stop board, restricted clearance board, 25 KV danger boards, Sigma Boards for foggy weather etc.

2.2 Power Supply Installations:

- (i) 02 nos. 220KV /2x25KV TSSs at Dharewada (01 no. traction transformer) & Jornang (02 nos. traction transformer) with transformers in Scott connection each of 60(ONAN)/84(ONAF)/100 (OFAF) MVA of 220KV/55kV, Auto Transformers (8/12.3 MVA) 4 nos. at each TSS along with requisite Circuit Breakers, Isolators, C&R Panel, C.T., P.T., auxiliary transformers and all other associated accessories inside TSS.
- (ii) 03 SP, each having 4 nos. auto transformers of capacity 8.0 MVA ONAN along with associated circuit breaker, switchgear control & relay panel etc. including control room.
- (iii) 04 nos. SSP and 1 ATS each having 2 nos. auto transformers of capacity 8/12.3MVA ONAN along with associated circuit breaker, switchgear control & relay panel etc.
- (iv) 7 nos. SSP type B and B2 modified without auto transformers along with associated circuit breaker, switchgear control & relay panel etc. and 4 nos. of Paralleling post in the section & 2 No of Paralleling Post.

2.3 Auxiliary Power Supply system for ALH/TH and Stations:

- (i) 02 Nos. Auxiliary Transformer (25 KV/ 240 V) for each crossing / Junction stations (50KVA for crossing Station and 100KVA for Junction Stations.) with twin 2C x 150 sqmm aluminum conductor, XLPE insulated cables upto ACO panel in S&T Power Supply room, including ACO panels.
- (ii) 02 Nos. Auxiliary Transformer (25 KV/ 240 V) for each ALH/TH (25KVA) with single 2C x 150 sqmm aluminum conductor, XLPE insulated cables upto ACO panel in ALH/TH, including ACO panels.

2.4 SCADA:

SCADA system has been provided to control power supply system through remote control from OCC. TPC organization has been set at OCC to grant power blocks and carry out operations of various equipments.

3.0 Maintenance Infrastructure of DFCCIL:

- (i) 01 no. IMD (Integrated Maintenance Depot) at New Palanpur & 03 nos. IMSD (Integrated maintenance sub depot) at New Umardashi, New Bhandu, New Ghumasan DFCCIL will keep required tools & plants and materials at these IMDs/ IMSDs.
- (ii) 01 no. 08 wheelers Tower Wagons with drivers at New Palanpur IMDs.
- (iii) 01 nos. Emergency Van at IMDs New Palanpur IMDs
- (iv) Vehicle mounted Oil filtration machines (01 Nos.) (In case provided by DFCCIL, no rates will be payable for oil filtration.)

4.0 Maintenance Strategy under this contract:

- (i) **The subject tender is for maintenance & breakdown attention for Overhead equipments only. TSS, SCPs, Auxiliary TRF, underground cables, SCADA etc. are not in the scope of this tender.**
- (ii) The Tower Wagon, Trucks/ Emergency Van / mini truck with driver will be provided by DFCCIL for Movement of OHE gangs from nominated IMD/IMSDs to work place and back in normal as well as emergent situation. However, contractor shall arrange his own transportation for his staff from their residences to IMDs/IMSDs and back.

- (iii) The tools & plants maintained by the DFCCIL at IMDs/ IMSDs will be issued to contractor on loan as per requirement of work. However DFCCIL may ask to the contractor to supply specific T&P items in case not available or in short supply in DFCCIL at the accepted rate under Schedule 5, Annexure-A..

The contractor shall keep the T&P items either issued by DFCCIL or supplied by contractor in his custody & working order and return to DFCCIL daily after work completion. He shall handle the items in reasonable in good manner to avoid any damage or loss. DFCCIL will recover the cost of lost/damage items due to negligence of contractor staff. The T&P items issued by DFCCIL/ supplied by contractor shall be given necessary maintenance attention by contractor. Monthly tension testing, calibration, checking, lubrication or any other activity required for good working order of T&P shall be carried out by the contractor. The T&P items supplied with payment will be property of DFCCIL and shall be handed over to DFCCIL.

DFCCIL may not give all the minor T&P items i.e. hand tools (spanners, screw driver, pipe wrench, hexa frame, plum bob etc.), measuring tapes, spirit level, special zigs, hooks, other minor items. Contractor shall have adequate stock of such items and shall be provided to his work teams as and when required. These T&P items shall be property of contractor and retained by him after completion of contract.

Contractor may be asked to fabricate any special zig at IMD like bond making zig, dropper making zig etc. for which material will be given by DFCCIL.

Suitable marking / painting shall be done on all the T&P items for easy identification.

- (iv) The consumable material for the maintenance and replacement for the defective parts shall be provided by the purchaser. However DFCCIL may ask to the contractor to supply specific consumable items in case not available or in short supply in DFCCIL at the accepted rate under Schedule 5, Annexure-A.
- (v) The material required for the maintenance shall be issued by authorized representative of CGM /Ahmedabad available at IMD/IMSD to contractor staff. The details of location where material has been used shall be given in daily progress report jointly signed by DFCCIL site representative and contractor staff.
- (vi) The released material received from site shall be handed over to DFCCIL incharge at IMD/IMSD. The details of locations from where material released, shall be given in daily progress report.
- (vii) The daily loading/ unloading of T&P items, fittings , OHE material in the truck, emergency Van , camper or Tower Wagon as required for carrying out maintenance / breakdown attention form IMD/IMSD to work site and back, shall be in the contractors scope. The maintenance teams shall be assigned this work for which no additional rates will be payable. However in case loading /unloading of heavy materials/T&P is required (more than 2.0 MT), separate rate shall be paid under item no 01 of Schedule 02.
- (viii) The contractor shall submit planning of maintenance schedules IMD/ IMSD wise with requirement of power cum traffic blocks, Tower wagon, T&P and spares as soon as the contract is awarded. The planning shall be comprehensive to complete schedule maintenance of all the OHE assets of contract. No asset/ maintenance activity shall be left out. Requisite details of previous year maintenance may be obtained from respective IMD/IMSD in charge so that maintenance arising may be worked out and maintenance planned accordingly.
- (ix) Power cum Traffic block for various maintenance activities shall be arranged by DFCCIL either in daytime or nighttime as per slot available in the section. No additional payment will be made

for night working. Normally maintenance blocks are provided during corridor block as per decision of DFCCIL time to time. The block timing keep on changing as per weather condition, traffic pattern etc. the contractor shall insure that his staff reaches at work place well in time.

- (x) The power cum traffic block will be taken by authorized staff of DFCCIL. The contractor staff shall ensure all safety measures i.e. use of safety equipments (Helmet, PPE Kit, Safety shoes, safety belts etc), provision of discharge rod on OHE and feeder wire, fixing of banner flag, detonators etc. the contractor shall complete the work within allowed block timings and help returning power cum traffic block in time.
- (xi) In case of any breakdown, contractor staff will be asked to report IMDs/IMSDs within short period of time i.e. within 20 minutes in day and 25 minutes in night time of giving call to supervisor of contractor.

Further the contractor shall make best efforts with enthusiasm to restore the breakdown in minimum possible time.

- (xii) The contractor shall keep required numbers of staff in each IMD section. In case any shortage is noticed, DFCCIL may impose penalty in this regard.
- (xiii) The contractor staff shall carry out each maintenance activity carefully ensuring quality of maintenance. Any defect noticed shall be rectified on same day or next day so that no breakdown takes place.
- (xiv) Each maintenance team/ foot patrolling staff shall submit daily progress report giving details of Power cum Traffic Block availed, Name of staff, Maintenance work done with parameter recorded, material provided / released and defects noticed / rectified. The report shall be prepared in 02 copies and 01 copy shall be kept by DFCCIL and contractor. Copy of the DPR format is enclosed with this tender documents.
- (xv) The each activity of OHE maintenance shall be completed in time bound manner. Contractor shall ensure that each type of maintenance schedule is completed in specified period. Most of the schedules are of annual periodicity however few schedules are quarterly and fortnightly.

The contractor shall complete each schedule in a reasonable time. Additional time may be taken in case of any defect noticed however in no case allowed block should be bursted.

- (xvi) Special Checks & Preventive maintenance of the 2x25 kV A.C. Traction Overhead Equipment including negative feeders under Power Block activities should be carried out strictly under the supervision of competent representatives of DFCCIL and with their time to time instructions only, in accordance with the Standard Maintenance Instructions issued by the DFCCIL.
- (xvii) Explanatory notes are given below for each item of maintenance which shall be followed. The activities to be done and parameters to be recorded have been given. Contractor staff shall record parameter and submit with daily progress report.
- (xviii) Wherever an item of work covers erection, such item shall include all bolts, nuts and washers of GI/SS etc. as per DFCCIL latest specification & drawing. No separate payment for fabrication of materials for using in maintenance / replacement purpose is admissible.
- (xix) Erection of any item of equipment, which is supplied by the contractor, will include testing, commissioning and bringing the equipment into operation to the entire satisfaction of the purchaser.
- (xx) The basic quantity of components and materials required to make up a unit of work for the selected items are indicated for guidance only. There may be minor variation to suit erection but no adjustment in prices shall be made on that account. Prices quoted shall be inclusive of GST as applicable and all incidental charges viz. freight, handling, taxes, duties, insurance if any as

applicable

- (xxi) All works shall be carried out strictly in accordance to the DFCCIL drawings, specifications and guidelines if any. However, any modified arrangement if in vogue in DFCCIL or suggested by CGM/Ahmedabad, the work shall be executed accordingly without any alteration in accepted rates.
- (xxii) Explanatory note for various items of works in the Schedule of item, quantities and prices are given below. The Checking and maintenance of all items of 2x25kV HIGH RISE OHE including AOH & POH as case may be shall be carried out in line with maintenance manual and as per Latest SMIs if any during contract period OR as per the Procedure in vogue in TRD organization of respective sections. No additional payment will be made for any additional manpower deployment in attending to latest maintenance instructions, if any. In-case of disputes between above standards if any, the decision of concerned CGM/Ahmedabad is the final, and contractor is bound to act accordingly.
- (xxiii) Contractor shall get tested each insulators for tensile strength at DFCCIL's testing machine based on maintenance manual of DFCCIL. However, no charge will be levied for usage of machine for testing. All tested insulator shall marked "T" with date with "RED" paint.
- (xxiv) The special condition & Technical specifications for schedule items are enclosed and Tenderer shall go through them thoroughly before submitting offer.
- (xxv) Power cum Traffic block for various maintenance activities shall be arranged by DFCCIL either in daytime / nighttime as per slot available in the section. No additional payment will be made for night working.
- (xxvi) The maintenance activity shall be carried out with the help of required team strength of supervisory, high skilled, semi-skilled and unskilled staff. The team strength shall be adequate to undertake the various maintenance and rectification work. Large teams may be used for optimum use of available blocks.
- (xxvii) The contractor shall give the names and qualifications of each staff to be employed by him under maintenance and breakdown teams separately. The proposed staff will be examine for their suitability by a committee of Dy.PM/Elect or APM/Elect and Executive/Elect and can be deployed on being found suitable by the committee.

5.0 TIME SCHEDULE

5.1. TIME OF START AND COMPLETION

1. The subject maintenance contract is for period of **24 (Twenty Four) months**.
2. The Contractor shall be expected to mobilize and commence supply of maintenance services as per instruction received from competent authority of DFCCIL to start the work. The probable date of start of services will be within 15 days from the date of issue of LOA.
3. If the Contractor fails to start the awarded work within 15 days, DFCCIL shall without prejudice to any other right or remedy, be at liberty to forfeit the full Earnest Money Deposit and retention money along with Performance Guarantee of the Contractor. The Tender may be terminated.

6.0 Engineering Organization

The Tenderer shall have adequate Engineering Organization required for the execution of the tendered work. The Tenderer shall submit the documents with regard to list of total personnel available and proposed to be engaged for the subject work in the Performa.

(i) Minimum gang size & staff strength:

The Contractor should have minimum one gang consisting of the following 07 staff for any activity:- for every 40 TKM (20 RKM) of high rise OHE.

- (a) **One Supervisor In-charge:** He should have minimum qualification & experience as details given in table under Para 6.1. (a) below.
- (b) **Three Technicians/Fitters (Skilled):** They should have minimum qualification & experience as details given in table under Para 6.1. (a) below.
- (c) **Three Helpers (Un-Skilled):** They should have minimum qualification & experience as details given in table under Para 6.1 (a) below.

The subject maintenance contract is for 431.17 TKM as such contractor supposed to keep minimum 77 staff distributed in entire section. The distribution of staff shall be generally as under:-

- Each IMD- 21 staff, total- 21 staff at 01 IMDs i.e. PNUN.
- Rest manpower shall be distributed on the basis of ISMD/Stations.

The general breakup of various category of staff is as under:-

Category	Total nos.
Supervisor in charge	11
Technician/ fitter(Skilled)	33
Helpers	33

However contractor can vary the strength of staff depending of requirement of work, however total staff strength shall not be reduced.

The staff can be deployed anywhere under CGM ADI Jurisdiction.

These staff shall be moved in sections to carry out various maintenance activities. These staff shall be housed at nearby place so that they can reach to respective IMD/ IMSD within short period of time of 20 Minutes in day and 25 minutes in night in case of any breakdown as and when summoned.

Note: In case the deployed Supervisor will take leave or leaving his headquarters, contractor in position to deploy another employee having equivalent educational & experienced as “Supervisor” for the work. At no time the gang shall be permitted to work at site without contractor's supervisor.

(ii) Required gang size:

The contractor shall maintain gang size as mentioned in para (i) above and further should proportionately increase the size of the gang (i.e. Technicians and Helpers) during major maintenance activity/ Jumbo long blocks/Break down/ night working/ special engineering works to cater the requirements.

(iii) Suitable reliever:

Since HIGH RISE OHE& PSI equipment maintenance work will be on all days the contractor should arrange necessary relief to the personnel working as per the labour laws from time to time for which no additional payment will be made by the DFCCIL. Each gang should work under the instruction of railway supervisor. If performance of any contractor's staff is not found upto the mark, he should be replaced by suitable reliever within a week. If the staff is not replaced should be treated as absent and penalty should be imposed as per special conditions of contract.

6.1 Qualification of the contractor's Personnel for 2x25kV HIGH RISE OHE Maintenance work:

- (a) Contractor is required to deploy Supervisors, Technicians and Helpers round the clock, for all maintenance and restoration of 2x25kV HIGH RISE OHE Break down works & trouble free operation of PSI equipment so that failure could be avoided. The contractor shall ensure the required minimum educational qualifications & experience for his deployed Supervisors, Technicians and Helpers as tabulated below:

EDUCATIONAL QUALIFICATION
<p>1. Supervisor: The supervisory staff posted by the contractor should at least be Diploma should have work experience in HIGH RISE/Conventional OHE for a minimum period of 3 years or Degree holder in Electrical discipline and should have work experience in HIGH RISE/Conventional OHE for a minimum period of 1 year or should have worked at the supervisory level (SSE/JE/TRD) in Indian Railway for a minimum period of 3 years.</p> <p>2. Technician/Fitter (Skilled): The Staff posted by the contractor should at least be ITI holder/equivalent technical qualification (Electrician/Wireman/other similar trade) with 02 years' experience in HIGH RISE/Conventional OHE or should be High school pass with 04 years' experience in HIGH RISE/Conventional OHE .</p> <p>3. Semi Skilled: The Staff posted by the contractor should at least be ITI holder/equivalent technical qualification (Electrician/Wireman/other similar trade) with 01 year experience in HIGH RISE/Conventional OHE.</p> <p>4. Unskilled: All other staff deployed by the contractor for carrying out schedule maintenance/breakdown of HIGH RISE/Conventional OHE should be High school pass and should have working experience for a minimum period of 2 years in HIGH RISE/Conventional OHE or should have experience for a minimum period of 4 years in HIGH RISE/Conventional OHE.</p>

Note: Photostat copies above educational qualification Certificates shall be self-attested by the concerned person. The certificate of experience shall be submitted duly countersigned by the successful tenderer.

- (b) Relaxation for experience for suitable candidate will in purview of Dy. CPM/Elect or GM/Elect.
- (c) The Service Provider shall provide the list of shortlisted eligible/ suitable candidates to DFCCIL. Screening of candidate will be carried out by DFCCIL for suitability of maintenance works and only suitable candidates will be allowed for deployment.
- (d) **Scrutiny of the contractor's personnel:**

All the personnel desired to be deputed for this work including supervisors have to undergo a scrutinizing test conducted by Site Incharge and Executive incharge of IMD/Site. Candidates found suitable shall be issued "competency certificate" by Site Incharge and Executive incharge of IMD/Site and they will be finally put on job. The suitable candidates will be given an Identity card and a competency certificate valid for a period of currency of contract which they have to keep with them while on duty and for their movements in the DFCCIL work spots.

6.2 Provisions of Payments of Wages Act:

The contractor shall comply with the provisions of the payment of wages Act 1936 with its latest amendments if any and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. It shall be ensure that Minimum

wages Act 1948, EPF, ESI act and Workmen compensation act 1923, Contract Labour act 1970, Miscellaneous Provision Act 1952 under about Law etc. rules & regulation as may be enacted by government or any modification thereof or any other law relating thereof and rules made there under time to time. In the event of non-Compliance of the contractor would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non compliance.

Any dispute regarding labour deployment as per LABOUR ACT i.e. payment, weekly rest, extra work, leave, medical benefit, VDA or any other claim of deployed labour should be set right by the contractor. DFCCIL will not responsible for the same.

6.3 Medical fitness certificates:

All the personnel whether undergone training as per Para 6.1(c) above and having experienced as per Para 6.1(a) above shall undergo a scrutinizing test conducted by authorized representative of CGM /Ahmedabad of the respective section. Candidates found suitable shall be issued with competency certificate by respective authorized representative of CGM /Ahmedabad.

All such selected staff of contractor shall medically fit for Railway's working circumstances round the clock, for all maintenance and restoration of Breakdown. The contractor's personnel shall be healthy, physically fit, eye sight normal with spectacles, BP/Diabetes etc., disabling / debilitating diseases controllable by drugs, no contagious/ infectious diseases, generally good physique.

Therefore, contractor's personnel proposed to deploy will have to pass **requisite medical** fitness test “**Category-A 3** for Supervisor/Asst. Supervisor/ Technician and **Category-B 1 for Helper**” of Indian Railway Medical manual conducted by the Railway Administration to ensure that the personnel medical fit to carry out the duties. The contractor shall get the operators to be deployed by him for the above medical checkup at his own cost.

6.4 Police verification:

The contractor shall ensure police verification for all the staff deployed by him against subject work and to certify to the DFCCIL administration that the “**staff is free from criminal record**”.

6.5 Competency Certificate for 25kV Isolators (SP/DP) with or without Earthing Heel: The contractor's personnel who are found to be qualified and suitable in the scrutiny by authorized representative of DFCCIL shall only be allowed to work. All the Supervisory Staff & Technicians of the contractors shall attend to the nominated officer of DFCCIL to take the counseling & training to operate 2X25 kV Isolators (SP/DP) with or without Earthing Heel. The competent staff shall be given a “Competency Certificate for 2X25kV Isolators” by the above nominated officer and it shall be carried by such staff while on duty on subject section.

6.7 Commencement of O.H.E equipment Maintenance Contract at field:

The contractor shall commence HIGH RISE OHE equipment maintenance work at field within 15 days from date of issue of LOA of subject HIGH RISE OHE and accordingly the completion period of contract (Twenty Four Months) will be reckoned.

6.8 Subletting of Contract: The contractor shall not assign/sublet the contract in the interest therein or the part thereof to any other party or partner(s) without the consent of the DFCCIL.

6.9 Photo Identity Cards, Uniform & PPE equipments to the Contractor Staff Deployed:

The deployed staff should be taken on duty after approval of DFCCIL and necessary photo identity cards of the staff deployed shall be issued by the contractor duly attested by the DFCCIL.

The Contractor shall submit a list of suitable persons to be deployed for subject HIGH RISE OHE Maintenance work.

The personnel who are found to be qualified and suitable in the scrutiny by representative of CGM/ Ahmedabad of the respective division shall only be allowed to work. However, the contractor shall be solely responsible for the conduct of the personnel deputed by him for the work.

The contractor shall arrange Identity cards valid only for a period of currency of contract for the Suitable persons whom they have to keep with them while on duty and for their movements in the DFCCIL work posts.

The age of the contractor's personnel deputed for duty should be more than 18 years and less than 60 years as on date of commencement of work.

6.10 UNIFORM: Orange colour dungaree / all over with Retro reflective bond of min 2" width to be provided. Contractor will ensure minimum 3 uniforms for staff so that the staff are always in their protective uniform at work. The uniform shall bear Logo & Name of the Contracting Agency.

The contractor's staff shall not carry or display or exhibit any kind of advertisement on his personal DFCCIL/Railway premises.

The contractor's personnel should have knowledge of Local language/Hindi/English for speaking/writing.

The contractor's personnel should not carry any unauthorized/dangerous/explosives in the complex and should not consume alcohol/intoxicating drugs etc. during duty hours.

The Contractor shall provide the PPE kit & safety item i.e. Safety belts, Helmets, First Aid Box, Safety Jackets (retro reflective) to his staff at his own cost.

These staff should reside close to the contractor's Depot for easy approach during emergencies. Residential addresses and phone numbers of specified staff should be made available with Traction Power Control and relevant HIGH RISE OHE depot.

The DFCCIL reserves the right to ask the contractor to remove any contractor's personnel from duty without assigning any reason whatsoever. The decision of DFCCIL's Engineer- in-charge will be final and binding on the contractor.

Any changes in the list shall be done with prior approval of DFCCIL/Railway authority.

6.11 Safety during O.H.E Maintenance work at field:

The contractor shall ensure the safety of all the staff provided for maintenance of 2x25kV HIGH RISE OHE equipment maintenance. In case of any injury or accident the contractor is liable for their compensation, DFCCIL will not take any responsibility to the contractor's provided labour.

- (a) The contractor should provide safety gadgets like safety belts, shockproof safety shoes, PPE Kit, helmets etc. to all his site staff. Further contractor shall provide uniform with rain coat/ umbrella, winter cloths, jackets, hand gloves to his staff so that they can work in all the weathers. The contractor shall provide two red banner flags, two sets of hand flags and detonators (01 box) to each gang at his own cost. The contractor shall provide First Aid Box filled with all required medicine to each gang.

The required items for cleaning viz. soaps, kerosene, jute, dungri cloths, duster etc shall be provided by contractor for personal use of his staff.

Contractor shall provide small office setup at one place in the section with necessary furniture, computer, stationary items as required to deal with technical and general

correspondences/ office work in this contract

- (b) Communication facilities (cell phones) shall have for all the technicians and supervisors by 24x7 hrs.
- (c) While working in normal maintenance, if any breakdown occurs in the section, the maintenance staff should be diverted to breakdown site immediately as per the direction of DFCCIL's representative.
- (d) If any unusual occurrence/Breakdown taken place the contractor's staff should reach the breakdown vehicle within **20 minutes in day time and 25 minutes at night** time after receipt of the information from purchaser's representative and to report the purchaser's representative. The time of receipt of information should be recorded before railway representative and the call book memo should be jointly signed by the gang supervisor and DFCCIL's representative before leaving to the breakdown site. In all such cases contractor should ensure full strength staff before leaving for the break down site.
- (e) Contractor shall provide for transportation of his staff by road/train for foot patrolling /AT fuse replacement/foreign body removal/any other activities specified by DFCCIL's representative.
- (f) Contractor shall be in position for arranging immediately attention of the defects noticed during various inspections for normal / emergency power block.
- (g) The arrangement for the stay of the contractor's staff shall be made by the contractor at his own cost.
- (h) Safety precautions to be followed as per safety plan/ maintenance manual.
- (i) The contractor shall have to take all precautions to prevent possible electrical accidents due to proximity of adjacent live HIGH RISE OHE always in live condition, unless otherwise a power block is granted on the adjacent line. The contractor shall also take all precautions to protect his staff working on the line against traffic (running of trains) on the working lines/adjacent lines.

6.12 Progress Monitoring of Maintenance Schedule:

Progress of One TKM of maintenance shall cover all the equipment uniformly. Completion of total TKM of a particular depot/section should ensure completion of maintenance of all the pertaining equipment.

6.13 Tools and plants management:

- (a) Normally T&P items will be given by DFCCIL on loan. The contractor may be asked to supply specific T&P items as per schedule-5, Annexure-A at accepted rates. The contractor shall get the approval of make/ brand of the item which he intends to supply.
- (c) Periodical load testing of tools, tackles, plants shall be carried out to ensure healthiness and safety of equipment duly maintaining testing record equipment wise. Meters like dynamometer, etc., shall be calibrated & maintained for periodical testing of tools & plants. Contractor has to ensure to take over the load bearing T&P items after jointly testing the equipments with Railway Supervisor. There after these will be maintained in good working condition by the contractor during entire contract period.

(d) Each Gang shall maintain and carry tool boxes having full set of required tools. These tool boxes shall be arranged by the contractor.

(e) Consumable items of OHE & PSI will normally be supplied by DFCCIL. However, contractor may be asked to supply consumable item under schedule -5 Annexure A as per accepted rates as per requirement of DFCCIL.

6.14 The RECONCILIATION OF MATERIALS SUPPLIED BY THE DFCCIL: All the material supplied by the DFCCIL and also released from the existing OHE/PSI maintenance shall be correctly accounted for and quantities reconciled on completion of the work by the contractor. On completion of work, all surplus materials supplied by the DFCCIL together with the ones found defective or that have become defective or broken on account of manufacture defect, will be handed over to concerned OHE/PSI depot.

6.15 Stores Management in Depot at Site:

- (a) The consumable material for the maintenance and replacement for the defective parts shall be provided by the purchaser. The material required for the maintenance shall be issued by authorized representative of CGM/ADI available at IMD/IMSD. The material shall be issued to the contractor on demand as per the requirement of the maintenance in the section further the essential material issued to the contractor to attend 24x7 breakdowns shall lie with the contractor. The material shall only be issued to the authorized person of the contractor.
- (b) Maintenance of record for daily material transaction and entries in ledgers for the same should be carried out by the supervisory in-charge. Shortfall of consumed stores shall be recouped periodically so as to ensure that the minimum quantity is always available. During periodic inspections by Railway officers, scrutiny of this inventory should be one of the important items in order that the required stores are always made available.
- (c) HIGH RISE OHE material/parts (spares) likely to be used during restoration of breakdown shall be systematically stocked in small bags as per the correct identification and for carrying to work spot.
- (d) Consumption of emergency HIGH RISE OHE material/parts (spares) used during maintenance / breakdowns shall be recorded location wise in the format of work progress and should be jointly signed by contractor and DFCCIL representative for proper accountability of inventory.
- (e) DFCCIL will recoup, the consumed material/parts (spares) duly placing issue challan/voucher to the contract supervisor who shall be responsible to ensure the minimum quantity emergency spares is always available.
- (f) All released materials shall be properly accounted location wise and returned to DFCCIL by return challan at the nominated purchaser's depot.
- (g) List of spares to be maintained by the contractor at his depot is to be jointly finalized by the DFCCIL & contractor at the time of agreement. The contractor at his own cost maintain a depot for stacking of issued material in respective IMD/IMSD.
- (h) Transportation of the purchaser supply materials from the nominated stores of the purchaser to the

working site and vice-versa will be the responsibility of the contractor, whether specifically mentioned or not. DFCCIL will not give any transportation expense for transportation of these materials to the working site. The receipt of storage of materials at the main and sub-depots shall be so planned as to avoid transport of materials between the main and sub-depot/s and vice versa to the maximum extent possible.

6.16 Guarantee Bond for Indemnification of DFCCIL Materials:

- (a) The materials supplied as per requirement under “Scope of the work and Special conditions” shall be covered by the Guarantee Bond For Indemnification of DFCCIL Materials of sufficient requisite amount on stamp paper of requisite value of the material supplied by DFCCIL to be submitted by the contractor before lifting the material from DFCCIL depots.
- (b) Reconciliation of Materials supplied by the DFCCIL: All the material supplied by the purchaser and also released from the existing 2x25kV HIGH RISE OHE installations & Power Supply Installation shall be correctly accounted for and quantities reconciled on completion of the work by the contractor.
- (c) On completion of work, all surplus materials supplied by the purchaser together with the ones found defective or that have become defective or broken on account of defective materials, the surplus DFCCIL supplied material to be handed over to concerned depot. For the purpose of measurement of 2x25kV HIGH RISE OHE& PSI equipment, the length of the conductor will be taken from termination to termination and erection tolerance of 0.5% will be allowed.
- (d) Release of the Guarantee Bond for Indemnification: After according approval to the “Materials Reconciliation Statement “Guarantee Bond for Indemnification will be released with approval of CGM/ADI of respective unit.

6.17 Contractor Vehicles: The vehicles used by contractor must be fully & comprehensively insured covering the risk to the Driver & all passengers also All kinds of repairs/maintenance costs, charges of fuels, oil, lubricant, mobile phone charges, fee towards licenses /registration taxes, challans, salary/overtime of the driver, insurance premium etc. are responsibility of the contractor and shall be borne by the contractor all along the contract duration,

6.18 Tower Wagon: For carrying out maintenance and other works on Section Insulators, crossover/Turn-outs, Overlaps, attending spark locations, staggers, etc. **Tower Wagon will be spared by DFCCIL** to the extent of requirement.

6.19. POWER BLOCKS AND PERMITS-TO-WORK:

Obtaining “Power Block, Permit-To-Work” and “Restoration of Supply” after a Permit-To-Work is returned shall be carried out by the '**Authorized DFCCIL Section representative**' only with its latest correction slips if any. Contractor Supervisor shall not permitted to do the above duties.

- i. Availability of power block is dependent on traffic conditions and other operational exigencies. Hence, contractor should be prepared to mobilize staff for maintenance any time during day / night time upon one hour advance intimation from DFCCIL to ensure there is no shortfall in availability & utilization of power block.
- ii. Power blocks are premium hours permitted by regulating trains. Hence, optimum utilization requires full deployment of manpower and multiple gangs.

- iii. If work is to be carried out by contractor representative on or adjacent to any part of the electrical equipment such work shall not commence until the person in-charge of the work is in possession of a written permit-to-work in the prescribed form issued to him by an 'Authorized DFCCIL Person'.
- iv. Such permits-to-work in the prescribed form shall only be issued by an 'Authorized DFCCIL Person' of the Electric Traction Branch not below the rank of an executive.
- v. The permit-to-work shall first be taken from TPC by an 'Authorized DFCCIL Person' n who shall ensure earthing the electrical equipment specified and hand over a permit-to-work card to the person in-charge of the work getting an acknowledgment on the other copy. A duplicate copy of every permit-to-work card shall be retained in the personal possession of the 'Authorized DFCCIL Person' who issued it.
- vi. On completion of the work and when all men and materials have been withdrawn from the electric equipment and its vicinity, the person in-charge of the working party shall cancel his permit-to-work card and return it to the 'Authorized DFCCIL Person' who issued it. The 'Authorized DFCCIL Person' shall in turn issue a message to TPC to cancel permit-to-work.

6.20 Knowledge of Rules and Sectioning:

1. It is very important for every contractor Supervisor who has occasion to ask for powerblock to know the correct method of identifying and describing any section of the HIGH RISE OHE where shutdown is required. He should have with him the up to- date Station Working Rule Diagram for the section, showing all relevant particulars such as station names, position of all isolators, interrupters, circuit breakers, "up" and "down" tracks, cross- over section insulators, sectors, sub-sectors and elementary section numbers.
2. All contract staff shall be fully conversant with the "Rules & Safety Procedures" while working on TRD installations as laid down in maintenance manuals.
3. Competency certificates for working in 2x25kV electrified areas will be issued by DFCCIL as per the scope of work.
4. Safety precautions to be followed as per safety/maintenance manual.

6.21 Maintenance of schedules registers, records and forms:

- a) The contractor shall maintain records of maintenance, inspections, special checks, other works, etc., in the standard format of registers, records, and schedule forms as per the guide lines of circulated time to time. Vital HIGH RISE OHE parameters recorded during maintenance shall be updated in the records, registers, forms for review of maintenance performance, remedial measures and further action plan to achieve high reliability.
- b) Each two copies of Drawings such as LOP, SED, Operation & Maintenance Manual and as build documents etc. of agreement work will be spared by DFCCIL at free cost.
- c) List of maintenance registers and forms to be maintained along with Joint procedure orders issued by DFCCIL on time to time.

6.22 BREAKDOWN GANGS:

- (a) Accidents and breakdowns involving traction installations and electric rolling-stock should normally be attended to by the nominated contract gangs themselves. It is, however, essential that the contractor shall maintain adequate number of experienced staff comprising Technician, Helpers and Supervisors, housed close to IMD/IMSD. In electrified suburban sections, however, 'breakdown gangs' of adequate strength may be located at selected points to deal promptly with HIGH RISE OHE failures, particularly during the hours of peak traffic.

The breakdown gang comprising supervisory staff, technicians, helpers, etc., shall be fully aware of different skills required to tackle HIGH RISE OHE breakdowns of various nature.

- (b) **Summoning of Emergency Staff:** To enable the TPC to summon breakdown staff as required, a register showing the residential addresses with phone numbers of specified staff of the contract gang those residing close to depots/railway stations, shall be maintained depot- wise/station-wise by TPC.
- (c) **Importance of Expeditious Repairs:** Every breakdown of HIGH RISE OHE, even if minor in nature, should be attended to urgently as it generally interferes with traffic. Since electrified lines carry a high density of traffic, the effect on traffic will be quite severe if restoration is not arranged expeditiously.
- (d) **Detailed Assessment by The First Supervisor Reaching Site:** The first Supervisor / staff reaching the site of the breakdown should make a quick assessment of the extent of damage and the time required for restoration. He will ascertain from TPC the details of break-down gangs and equipment directed to the site and if the circumstances warrant, ask for additional gangs and breakdown equipment to be sent to the site. On receipt of these details, TPC should arrange for additional gangs and equipment to be sent to the site expeditiously. In the meanwhile, isolation and repair works should be started at site.

6.23 Power Block Working - Protection of Men Working:

- (i) DFCCIL will arrange only power block for the works related to power block depending on the traffic and other conditions. The contractor shall ensure the removal of men and material before cancellation of power block. The contractor shall have to take full advantage of available power block by employing adequate staff for getting the maximum possible work done during the available block period. For adhering to target date of completion, the contractor may have to work during night time under power block for which the contractor is not entitled for any additional payments.
- (ii) The contractor shall take all precautions necessary to protect staff working under him. The contractor shall treat all other lines live except the line under Power block. He should ensure execution of work under the supervision of a competent person to carry out the work in electrified areas. Unless the adjacent lines are also under power block, voltage and currents will be induced in the line under power block. To protect against these induced voltages and currents, earth discharge rods are to be provided. Care should be taken by the contractor that these discharge rods are intact and not disturbed by his staff. He shall also ensure that none of the staff working under him shall work/reach beyond safe working limits

- (iii) Under all conditions the contractor shall have to arrange protection of his staff against traffic. He shall have to also take all necessary precautions to guard against any possible obstructions to traffic during working by providing necessary staff while erection/dismantling of structures, coverage of excavated foundation pits with sand filled bags to keep free of stacked materials from obstructions to traffic etc.,
- (iv) At the end of each power block work the contractor shall ensure removal of all men and material and no work inclusive of HIGH RISE OHE should be left out in a state of obstruction to running of trains and the HIGH RISE OHE should be made fit for electric traffic, failing which DFCCIL will remove such obstructions and the Contractor will be liable to pay cost of such removal.
- (v) If the contractor fails to execute and to work within the time of power block granted, DFCCIL shall be at liberty to take action and recover penalty for availing additional power block in accordance with standard practice of the DFCCIL. The contractor shall in consultation with the - DFCCIL submit a weekly power block programmed for work, 7 days in advance of the commencement of work.

7.0 NON-PERFORMANCE OF THE CONTRACT CONDITIONS

7.1 Penalties:

(A) Recovery due to shortfall in staff per Supervisor, Skilled / Un-skilled staff: The staff should be available 24 hours X 7 days of the week. The contractor should ensure the availability of full strength gang every day. The deployed staff should give their attendance to the depot in-charge before leaving to work site. No staff should leave the work site without intimating the DFCCIL's representatives. Failing to do so will be treated as absent. In case of absentee of staff to the provided gang, the contractor should ensure the suitable replacement to make the full strength gang. If the contractor fails to provide the suitable replacement a penalty of 1000/- per day of Supervisor and 500/- per day Skilled / Un- skilled staff to deducted from contractor's monthly bill.

B) Recovery Due To Poor Maintenance / Fail To Utilize Power Block / Poor Progress for every Hour of Power Block Utilized /Bursting of Power Block: If breakdown occurs due to poor maintenance, fail to utilize power block, poor progress for every hour of power block utilized, bursting of power block and proved in joint findings a penalty of Rs.20,000/- on flat rate basis per occasion. For power block burst less than or more than hour, penalty shall be imposed on pro-rata basis. The deficiency is not checked the equipment as per standard proforma enclosed with tender book OR not carried out the up to the satisfaction of maintenance manual/DFCCIL work. Delay in the scheduled maintenance of equipments for more than a month will also call for a penalty of Rs. 500 per day after grace period of one month. In addition of above not attending the break down maintenance of the equipments with in twelve hours from information given by TPC/APM/Incharge to the contractor, a penalty of Rs. 50000/- per break down will be levied.

C) Recovery due to wrong operation of equipment: On duty contractor personnel shall follow the instructions of DFCCIL Supervisor on duty for the maintenance of 2x25kV HIGH RISE OHE equipments. If the contractor personnel performs any wrong operation of equipment, a penalty of Rs.5,000/- per occasion, if there is no operational delay and no financial repercussion. However if there is any financial repercussion, in that case, penalty will in consonance with the loss as approved

by tender accepting authority. Also, if the train services are affected particular operator shall be debarred from duties against subject agreement in addition to levy of penalty. The cost of the damages/loss, if any, caused due to the negligence/fault of the contractor's personnel, to the DFCCIL property shall be recovered from the contractor. The recovery shall be made inclusive of all contingencies by the DFCCIL.

(D) Recovery due to contractor's personnel is found without Identity card: If the contractor's personnel is found without Identity card, found in untidy condition, having improper conduct, found not obeying the instructions of Engineer In-Charge of DFCCIL, a penalty of Rs. 500/- shall be levied and recovered from Contractor's bill for each such instance. If such deficiencies are found to be more than 5 in a month, it may be a ground for termination of the contract. Also, the contractor's personnel shall be dealt according to the DFCCIL rules in force from time to time.

(E) Recovery Due To Non-Returning of T&P supplied by DFCCIL: Any T&P items supplied to the contractor for the maintenance of HIGH RISE OHE& PSI installations “over and above” to the quantities provided under “Scope of the work and Special conditions”, if supplied by DFCCIL in Break downs, the contractor should liable for safe return of the same. If the contractor fails to return such materials, the cost of such materials will be recovered at twice the book rate or twice the market rate enhanced by 5000/- per incident for integrity breach.

F) Recovery Due To fails to return unutilized DFCCIL supply materials: The material issued to the deployed staff for maintenance/replacement of existing HIGH RISE OHE on day to day basis before leaving to the work site as per programmed assigned by the depot in-charge, the unused materials and released materials should be handed over to the depot in-charge at depot premises after completion of day's work. If the contractor fails to return such materials, the cost of such materials will be recovered at twice the book rate or twice the market rate enhanced plus Rs. 5000/- .

G) Recovery Due To state of Intoxication: While working, contractor's personnel should not smoke or consume any alcohol / liquor or be in a state of intoxication. In case if it is noticed any time that they are either smoking or under influence of intoxication, penalty of Rs. 10,000/- per occasion per incident shall be imposed to the contractor and the particular contractor's person shall not be allowed to duties further period of subject contract. The penalties as mentioned above may be imposed simultaneously.

I) Recovery due to delay in attending breakdown/failure: The contractor shall ensure to report at respective IMD/IMSD within 20 min in day and 25 min in night of summoning time by respective DFCCIL staff/ Exe/Sr. Exe/JPM. If the contractor fails to report within above time period , a penalty of Rs 5000/- per hour of delay will be recovered per incidence.

8.0 Financial Qualification in addition to GCC Part-III

NOTE-1: The following procedure will be adopted as per above details provided to evaluate the financial bid , in case of more than one eligible tenderers with lowest offer, the above details will be required also in connection of para 31(A)

1. One similar work costing not less than the amount equal to 60% of advertised value of tender should be completed.

2. Marks will be awarded as follow for Financial Bid evaluation:

No. of completed work of 60% values	Marks to be awarded
One work completed of 60% values	10 Marks
Two work completed of 60% values	20 Marks
Three work completed of 60% values	30 Marks
N work completed of 60% values	$N \times 10$ Marks

*N in multiples of 01 (One) work completed of 60% values

NOTE-2: The following procedure will be adopted as per above details provided to evaluate the financial bid, in case of more than one eligible tenderers with lowest offer and also marks as per NOTE-1 above, the above details should be submitted essentially in connection of para 31(A).

Turn over (in last three year and current financial year) should be 1.5 times of advertised tender value.

1. The tenderer/s must attached the required documents / certificates for above mentioned verification.

2. Marks will be awarded as follow for Financial Bid valuation:

Turn over (in last three year and current financial year)	Marks to be awarded
Upto 1.5 times of advertised tender value.	10 Marks
Upto 3 times of advertised tender value.	20 Marks
Upto 4.5 times of advertised tender value.	30 Marks
N times of advertised tender value.	$N \times 10$ Marks

*N in multiples of 1.5 times of advertised tender value.

TECHNICAL SPECIFICATION

PART-B

SCOPE OF WORK & EXPLANATORY NOTES

Schedule 1: Regular Maintenance Activity:

Sch.1 Sl. No. 1	Checking & Maintenance of Cantilever assembly (Annually)
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The price shall cover annual checking & maintenance of Cantilever assembly including all components, Stay & Bracket insulators, dropper wires and copper wires include small parts steelwork of cantilever.

The Checking and Maintenance of Cantilever assembly shall be carried out once in a year. The maintenance work to be done are as under:

- i. Check rail level and setting distance against markings on the masts and entries in the Register. Variation above 30mm in setting distance and 20mm in rail level should be notified for correction. Variations, even within the above limits, should not be permitted if the Schedule of Dimensions are infringed.
- ii. Check all tightness of bolts, nuts and check nuts and pins and provide if found deficient/rusted/cracked.
- iii. Check all galvanized tubes and fittings. Where galvanization is found to be chipped off, the fitting of pipe should be replaced. Minor chippings may be repaired using 'cold galvanizing paint' to be supplied by DFCCIL.

- iv. Examine all tubes, arms, SPS, steady arm, inclined dropper and fittings for cracks and replace if required.
- v. Clean all insulators and carefully check as per laid down procedure with soft cloth. Check for any flash mark, cracks and other damages and decide for replacement in consultation with DFCCIL, cost of replacement will be payable under other item
- vi. Check and ensure exact Encumbrance on single /multiple cantilevers as per as SED
- vii. Measure dip of contact wire and ensure to be 30 cm or more.
- viii. Check condition of catenary wire under suspension clamp and see whether any strand is cut/damage.
- ix. Check condition of contact wire under RRA clamp. Report if RRA clamp is without chamfered edge. Ensure that there is no sharp bend and crack in contact wire. Shift the RRA clamp if required.
- x. Check tightness of inclined dropper clamp for full tightness and ensure no slipping.
- xi. Record make and batch no. of all insulators.
- xii. Check the condition of OHE Masts, Portal structures, booms, DAs, Bridge masts, Special mast etc. for any corrosion, hit mark, welding defect etc. Apply cold galvanization for small damage of zinc coating. Check tightness of fasteners of various fittings viz. knee bracing, cover angles, bridge mast rag bolts, ERS mast rag bolts etc. provide missing nuts / check nuts.

Cantilever Maintenance report shall be filled in the format given in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl. No. 2	Checking and maintenance of 25 kV OHE conductors by Tower Wagon. (Annually)
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The price shall cover annual checking & maintenance of OHE conductors including contact and catenary wire , droppers, dropper clips, 9- ton cut in insulator etc.

The price shall also include recording of parameters, rectification of defects, adjustment, attending hard spot etc. replacement/ provision of defective/ deficient part.

The Checking and Maintenance of 25 kV OHE conductors shall be carried out once in a year. The maintenance work to be done are as under:

- (i) Check and record heights and staggers of contact wire and adjust if found in variance with SED.
- (ii) Checking and recording of contact wire diameter at Km/1,2 and 25,26 of each km (20 mm before the swiveling clip in the direction of traffic)
- (iii) If height and stager found to be in variance with SED. Check implantation and rail level and compare with SED. Report to Engineering department for rectification.
- (iv) Close coordination with Engineering deptt. shall be established during major track works like curve re alignment, deep screening, TSR/TRR etc. and counsel them not to alter track level and track center. Special checking may be done after major track works if required as decided by DFCCIL.
- (v) Check and record height and stager of catenary wire and adjust if required.
- (vi) Check carefully condition of contact and catenary wires, particularly for kinks and twists in contact wire and broken strands of catenary wire. Any stranded conductor (catenary wire, negative feeder wire, aerial earth wire etc.) should be spliced if more than 20 per cent of the strands are broken.
- (vii) Check droppers and tighten bolts wherever required. Broken or cut droppers shall be replaced.

- (viii) Check smooth the profile of OHE. Dropper spacing, verticalness should be checked and rectified.
- (ix) Check and maintain tightness of already fixed splices in OHE conductors.
- (x) Check all bolts, nuts, check nuts, pins etc. and provide if found deficient.
- (xi) Checking of RRA clamps and contact wire at double cantilevers.
- (xii) Check and clean 9- ton cut in insulators of IOL, LS wire or anti creep wherever come during checking.
- (xiii) Check and attend hard spots noticed during current collection test.
- (xiv) Check and attend parallel clamp, contact wire dropper clip, catenary wire dropper clip complete with bolts, nuts etc., catenary ending clamp, large span wire clamp, adjuster, anchor double strap assembly, compensating plate / equalizing plate.
- (xv) Check, clean and tighten fasteners of caution boards, number plates etc.
- (xvi) Miscellaneous, if any.

This schedule should be carried out by Tower Wagon, provided by DFCCIL.

OHE conductor checking report shall be filled in the format in given Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl. No. 3	Checking & Maintenance of all types of 25kV HIGH RISE OHE Jumpers (Not included in other items)
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The Checking and maintenance of 25kV HIGH RISE OHE Jumpers shall be carried out in line with Maintenance Manual of DFCCIL. Following jumpers are not included in this items and maintenance of these jumpers shall be paid under respective item as:-

- (a) G- Jumper at UIOL
- (b) G- Jumper at Turn out/ cross overs.
- (c) Continuity jumper at anti creep center
- (d) Potential equalizer jumpers at IOL.
- (e) Jumper at feeder and AEC termination.
- (f) antitheft jumpers
- (g) Continuity jumper in IR type OHE.

The maintenance of all other types of jumpers i.e., Gantry jumpers, feeder to OHE jumpers, PH jumper, isolator jumpers or any other type of jumpers shall be payable under this item.

The maintenance activities to be carried out are as under:-

- (i) Check condition of jumper wire. Check and if any strand is cut, the jumper shall be replaced.
- (ii) Remove any sulphation mark from jumper.
- (iii) Check for any sharp bend, slackness in jumper wire and remove by adjusting position of PG clamps.
- (iv) Check condition of jumper under PG clamps for melting/ over heating marks and attend as required.
- (v) Check condition of PG clamps with tightness of fasteners. Replace if found corroded/ over heated
- (vi) Check whether ends are brazed properly and attend/ replace as required.
- (vii) Check for availability of bi metallic strip if required and provide if found deficient.
- (viii) Check clearance of jumper from near by structures and conductors and ensure that in no case clearance

is reduced below specified electrical clearance.

The price shall cover checking and maintenance adjustment of jumper wires. The price shall cover adjustment of all components including PG clamp and Jumper wires shaping.

In case any jumper is required to be replaced same shall be done under this item, and no extra payment will be made for this replacement.

Jumper maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl. No. 4	Checking & Maintenance of Overlaps (IOL/UIOL) (Annually)
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The price shall cover checking and maintenance of 04-span insulated and un insulated Overlaps (IOL/UIOL) in line with Maintenance Manual/Approved drawings (As Build Drawings) /Specifications of DFCCIL with its latest correction slips, if any.

The maintenance activities to be carried out are as under:-

- (i) Checking and adjustment of G jumpers and potential equalizer jumpers with PG clamps as per schedule given in item no. 03 above
- (ii) Checking and adjustment of horizontal clearance between two OHE (500 mm for IOL and 200 mm for UIOL). Electrical clearance of more than 320 mm at intermediate location of IOL. Adjust if required.
- (iii) Checking and adjustment of encumbrances, height and stagger at cantilevers of 04- span over laps as per approved as erected drawing of DFCCIL.
- (iv) Checking and ensuring smooth parallel running (sweeping zone) of pantograph on both the OHEs more than 5 meter. Adjust the profile of OHE if required.
- (v) Checking and cleaning of 9- ton cut in insulators at IOL. Checking and ensuring availability of washers, split pins, snap head pins in equalizing plates/ double straps.
- (vi) Checking condition of ending cones and verticalness of equalizing plates at cut in insulators. Carry out adjustment if required.
- (vii) Checking of large span wire and end clamps if provided.

The price shall cover checking and maintenance of all components and fittings with fasteners installed at Overlaps (insulated or uninstalled) including overlaps for jumper connections between

The IOL/UIOL maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl. No. 5	Checking & Maintenance of Anti creep arrangement (Annually)
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The Checking and maintenance of Anti creep arrangement shall be carried out in line with Maintenance Manual/Approved drawings (As Build Drawings)/Specifications of DFCCIL with its latest correction slips, if any.

The price shall cover following activities:

- (i) Checking of steel/ copper ant creep wire for rusting, broken strand, excess sag / tension etc.

The excess sag / tension shall be attended by suitably tightening/ opening 9- ton adjuster. The anti-creep wire with excessive rusting./ broken strand shall be planned for replacement in consultation with DFCCIL.

- (ii) Checking of termination arrangement at both anchor structures including ending cone, double straps, double eye distance rod, 9 ton insulator adjusters, single clevis, mast anchor fittings with bolts & nuts etc. tightness of mast anchor fitting should be ensured.
- (iii) Checking of Guy rod assembly with other fitting viz guy rod anchor fitting, anchor double strap assembly, guy rod stirrup, V- bolt and U- bolt for any rusting or missing pins/ nuts and attend any deficiency.
- (iv) Checking and cleaning of 9- ton insulators.
- (v) Checking of tightness of double suspension clamp and wire condition under it
- (vi) Checking of PH jumper/ H- jumper between anti creep and catenary wire at ACC.
- (vii) Checking/cleaning of muffing of anchor block of guy rod assembly.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl. No. 6	Checking & Maintenance of 25kV Isolator (SP/DP) including earthing heel arrangement if any
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The Checking and maintenance of OHE Isolator assembly shall be carried out in line with Maintenance Manual/Approved drawings (As Build Drawings) /Specifications of DFCCILs with its latest correction slips, if any.

The maintenance activities to be carried out are as under:-

- (i) Check and clean number plates. Tight the nut bolts.
- (ii) Check operation of isolator. Ensure smooth closing and opening with correct alignment of main contacts (Male & Female) and arcing horns.
- (iii) Check correct operation of earthing heel contact.
- (iv) Check and adjust contacts pressure by adjusting springs provided in female contact.
- (v) Lubricate moving parts and locks and check condition of brass bushes & their splits pins.
- (vi) Clean the male and female contact by smooth emery paper if any flash mark/ carbon deposits are seen. Apply petroleum jelly on male and female contacts after cleaning.
- (vii) Check integral locks / interlocks where provided and lubricate.
- (viii) Check that the distance between male and female contacts in open position as per drawing depending upon the type of isolator. (500 mm for single pole 25KV isolator)
- (ix) Check earth continuity jumper at operating handle.
- (x) Checking the terminal lug for Rusting, Melting, Flashing, Strand damages, Bimetallic strip and attend / provide as required.
- (xi) Check for proper end soldering of jumper.
- (xii) Check for anti-falling arrangement for jumper and provide if not available.
- (xiii) Checking of 18mm copper bus bar and splices for tightness.
- (xiv) Checking and cleaning of tie rod and pedestal insulators and replace if found flashed/ broken.
- (xv) Checking of motorized isolator equipments if provided.

- (xvi) Checking and tightening earthing jumpers/ connections from earthing heel / mast to earth electrode. Cleaning of connection and application of petroleum jelly.
- (xvii) Miscellaneous, if any.

The isolator jumper shall be maintained under item no.03.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl. No. 7	Checking & Maintenance of 25kV HIGH RISE OHE at Turnouts by Tower Wagon (Annually)
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The Checking and maintenance of 25kV HIGH RISE OHE at Turnouts shall be carried out in line with Maintenance Manual/Approved drawings (As Build Drawings) /Specifications of DFCCILs with its latest correction slips, if any

The price shall cover checking and maintenance of all components and fittings with fasteners installed in 25kV HIGH RISE OHE at turnouts of all types. Generally overlap type turnouts have been provided however crossed type or knuckle type turnouts have also been provided in secondary loops/ sidings. The payable rates will be same for all type of Turnouts. The maintenance of section insulator will be paid under other item.

The checking of turnouts shall include anchoring span, over lapping span, obligatory location and turnout spans up to fouling mark. Attention to all the fittings i.e. including knuckle, contact wire piece, rigid dropper, PG clamps, special droppers etc. provided for making turn out shall be in the maintenance activity.

The price shall also cover maintenance of G-jumper including jumper wire. PG clamps etc. The schedule maintenance for G- jumper shall be as per item no. 03.

The price shall cover all adjustments required at obligatory location of turnouts and other locations as required.

The maintenance activities to be carried out are as under:-

- (i) With OHE Inspection Car/ Tower wagon running on main line, check if pantograph glides smoothly touching main line contact wire under the loop line contact wire. While moving on main line , pantograph shall not touch loop line wire
- (ii) While moving Tower wagon from main line to turn out and vice versa, check for smooth passage of pantograph from main line to turnout contact wire. The take up/ take off value shall be between 67 to 65 mm only.
- (iii) The difference in height of contact wire at obligatory locations shall be not less than 50 mm. The turnout contact wire shall be 50 mm above main line contact wire.
- (iv) Above 50 mm gap shall be maintained up to 10 mtr toward turnout from obligatory location.
- (v) The horizontal clearance between two contact wires at obligatory location shall not be less than 100 mm.
- (vi) Check stagger of both the HIGH RISE OHEs at obligatory location of turn outs. (It shall not normally exceed 300mm).
- (vii) Measure contact wire dia. near obligatory location.
- (viii) Check and maintain G- jumper as per schedule given in item no. 03.
- (ix) Check droppers, wires and all OHE components in the anchoring, overlapping and turnout span.
- (x) Check dip, encumbrance and other dimensions of cantilevers and adjust if required.

- (xi) Checkup cross contact bar, knuckle, rigid dropper if any, for displacement and distortion.
- (xii) Check up for hit marks, if any.
- (xiii) Checkup rail level and setting of the obligatory mast.
- (xiv) Check up for hard spots near rigid droppers, if any.
- (xv) Miscellaneous, if any.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl. No. 8	Checking & Maintenance of 25kV HIGH RISE OHE on a crossover by Tower Wagon (Annually)
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The Checking and maintenance of 25kV HIGH RISE OHE on a crossover shall be carried out in line with Maintenance Manual/Approved drawings (As Build Drawings) /Specifications of DFCCILs with its latest correction slips, if any

The price shall cover checking and maintenance of all components and fittings with fasteners installed in 25kV HIGH RISE OHE at cross overs of all types. Generally overlap type cross over have been provided however crossed type or knuckle type crossover have also been provided in secondary loops/ sidings. The crossover may be between up and down main line or any other two lines. The payable rates will be same for all type of crossover. The maintenance of section insulator will be paid under other item.

The checking of crossover shall include anchoring span, over lapping span, obligatory location of one turnout, crossover spans and obligatory location, over lapping span and anchoring span of other turnout. Attention to all the fittings i.e. including knuckle, contact wire piece , rigid dropper , PG clamps, special droppers etc. provided for making turn out shall be in the maintenance activity,

The price shall also cover maintenance of G-jumpers including jumper wire. PG clamps etc. The schedule maintenance for G- jumper shall be as per item no. 03. The G- jumpers of both side are included in this item.

The price shall cover all adjustments required at obligatory locations of crossover and other locations as required.

The maintenance activities to be carried out are as under:-

- (i) With OHE Inspection Car/ Tower wagon running on main line, check if pantograph glides smoothly touching main line contact wire under the crossover contact wire. While moving on main line , pantograph shall not touch crossover contact wire
- (ii) While moving Tower wagon from main line to crossover and vice versa, check for smooth passage of pantograph from main line to turnout contact wire. The take up/ take off value shall be between 67 to 65 mm only.
- (iii) The difference in height of contact wire at obligatory locations shall not be less than 50 mm. The cross over contact wire shall be 50 mm above main line contact wire.
- (iv) Above 50 mm gap shall be maintained up to 10 mtr toward cross over from obligatory locations.
- (v) The horizontal clearance between two contact wire at obligatory locations shall not be less than 100 mm.
- (vi) Check stagger of both the HIGH RISE OHEs at obligatory locations. (It shall not normally exceed 300mm).
- (vii) Measure contact wire dia. near obligatory location.
- (viii) Check and maintain G- jumpers on both side of crossover as per schedule given in item no. 03.
- (ix) Check droppers, wires and all OHE components in the anchoring, overlapping and crossover span.

- (x) Check dip, encumbrance and other dimensions of cantilevers and adjust if required.
- (xi) Checkup cross contact bar, knuckle, rigid dropper if any, for displacement and distortion.
- (xii) Check up for hit marks, if any.
- (xiii) Checkup rail level and setting of the obligatory masts.
- (xiv) Check up for hard spots near rigid droppers, if any.
- (xv) Miscellaneous, if any.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl.No.9 Checking & Maintenance of Section Insulator assembly by Tower Wagon(Annually)
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The Checking and maintenance of Section Insulator assembly shall be carried out in line with Maintenance Manual/Approved drawings (As Build Drawings) /Specifications of DFCCILs with its latest correction slips, if any.

There are two type of section insulator i.e. Galland make and IR type. The payable rates both type of section insulator will be same.

Maintenance schedule for Galland make section insulator:

The price shall cover checking and maintenance of all components including the core insulating rod installed section insulator assembly including special arrangement at support & terminal fittings for conductors including adjustable dropper wire. The price shall cover adjustment of all components including 9 ton insulator on the catenary & leveling of runners etc. Price shall also cover replacement of any section insulator part, if required and no extra payment will be made for this replacement.

The maintenance activity shall be as under:-

- (i) Check axial distance between Catenary and Contact wire. It shall be more than 450 mm
- (ii) Check Track separation at the location of Section insulator. It shall be as under:
 - When Runners toward the center of Turnout - 1650 mm
 - When Runner away from center of Turnout - 1450 mm
- (iii) Stagger of Section Insulator - Not more than +/-100 mm
- (iv) Distance of Section Insulator from support -2 to 10 m
- (v) Alignment of Runners - Properly aligned
- (vi) Leveling with Spirit level - Shall be level
- (vii) Condition of Anchor clamp-Normal
- (viii) Sag of Section Insulator - Zero
- (ix) Measure Contact wire diameter. it should be as under:-
 - Facing end > 10 mm for 107sqmm , >= 13 mm for 150 sqmm
 - Trailing end - same as above.

- (x) Measure air gap between runners- > 330 mm.
- (xi) Make sure that no damage or shocks on the section insulator have been generated by pantograph crossing.
- (xii) Verify section insulator adjustment by simulating the passage of the pantograph by means of a

pantograph gauge or a ruler.

- (xiii) Check that stainless steel runners wear is uniform; one runner more worn than another means a bad adjustment.
- (xiv) Maximal admissible wear is 5 mm. So as soon as the thickness of the runner is 3 mm they must be replaced.
- (xv) Control longitudinal and transversal parallelism of the section insulator with regard to track level, correct if necessary.
- (xvi) Check that all screws, counter-nuts, clamps and turnbuckles are blocked.
- (xvii) Finally, clean the section insulator with soapy water if necessary.

Maintenance schedule for IR type section insulator:

- (i) Check axial distance between Catenary and Contact wire. It shall be more than 450 mm
 - (ii) Check Track separation at the location of Section insulator. It shall be as under:
 - When Runners toward the centre of Turn out -1650 mm
 - When Runner away from centre of Turn out - 1450 mm
 - (iii) Stagger of Section Insulator - Not more than +/-100 mm
 - (iv) Distance of Section Insulator from support.
 - For overlap type X-over/Turn out -2 to 10 m
 - For knuckle type X-over/Turn out - More than 2 m
 - (v) Alignment of Runners -Properly aligned
 - (vi) Leveling with Spirit level - Shall be level
 - (vii) Condition of Anchor clamp - Normal
 - (viii) Clearance between runners and contact wire - 250 mm
 - (ix) Sag of Section Insulator - Zero
 - (x) Record Insulator Make & Batch
 - 9T insulator-
 - Solid Core Insulator-
 - (xi) Measure Contact wire diameter . it should be as under:-
 - Facing end > 10 mm for 107sqmm , >= 13 mm for 150 sqmm Trailing end - same as above.
 - (xii) Condition of balancing droppers No looseness/ burning/ worn out
 - (xiii) Checking of stiffener on both side of SI for following Normal
 - (xiv) Length of Stiffener facing end and Trailing end > 1000 mm
 - (xv) No droppers on Stiffener Facing end & Trailing end Minimum 2 nos.
 - (xvi) Clean solid core and 9- ton insulator by cloths. Check for any flashing/ chipping. Replace insulators if found flashed or more than two disc broken/ cut or polymer found cracked.
 - (xvii) Check runners for flash-marks, hit marks and proper adjustment,
 - (xviii) Tighten PG clamps of droppers and stiffeners.
 - (xix) Miscellaneous, if any
- Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl. No. 10 Checking & Maintenance of Auto Tensioning Device (ATD) (Annually)

The Checking and maintenance of Auto Tensioning Device (ATD) shall be carried out in line with Maintenance Manual/Approved drawings (As Build Drawings) /Specifications of DFCCILs with its latest correction slips, if any.

The price shall cover checking and maintenance of Auto Tensioning Device (ATD) provided in the section including 9 ton adjuster with double strap assembly and normal/anti-theft guide tube assembly, stainless steel wire rope, Guy rod assembly and small parts of steel works.

There are two types of ATDs i.e. 5 pulley type for main line OHE and 3- pulley type for loop line / siding OHE. The rates payable for both types of ATDs will be same.

The maintenance work shall include replacement of any defective parts i.e. jammed pulley, SS wire rope with broken strand or rusted , fittings , 9-ton insulators if found flashed / chipped.

The price shall also cover adjustment of “X & Y” value either by mechanism provided (adjusters/ double straps) or by cutting of conductors, if required. The price covers adjustment of the entire regulating equipment. The price shall also cover checking tightness and condition of fasteners of anchor fittings, top and bottom fittings of guide tube, providing missing of the deficient nuts , check nuts , washers, split pin etc., cleaning of muffing of Anchor block of Guy Rod.

The maintenance activity shall be as under:-

- (i) Check 'X' and 'Y' dimensions for both type of ATDs and compare with prescribed values for the temperature at the time of checking. In case of any variations more than 10 cm in X value, make use of turn- buckles to adjust as required. In case variation is more than 25 cm in X value, other methods like cutting of wires may be used.
- (ii) Check that the compensating plate is vertical. If not, adjust as required.
- (iii) _ Lubricate pulleys of 5-pulley ATDs with suitable machine grade grease to be supplied by DFCCIL. Also lubricate other parts for free movement.
- (iv) Check all fasteners, snap head pins, fittings, adjuster for any corrosion and replace as required. Also check for any missing / deficient split pin, pin, nut, check nut etc. and provide.
- (v) Check condition of stainless steel wire rope for any signs of corrosion and breakage of strands. Replace if required.
- (vi) For short tension length of turnout / cross over OHE, ensure the availability of correct length sleeves, if not available, same are to be provided.
- (vii) Clean the 9-ton insulator and check for any flashing / crack.
- (viii) Check free movement of ATD by applying 10 Kg force and take suitable action in case movement found sluggish.
- (ix) Check for horizontal movement of single clevis and ensure the same.
- (x) Check grooves of pulleys and correct alignment or replace in case grazing is found,
- (xi) Miscellaneous, if any.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl.No.11	Foot patrolling to be carried out along with schedule with one DFCCIL staff. (Fortnightly)
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The price shall cover foot to foot visual checking of complete HIGH RISE OHE per TKM. The rates payable are for foot patrolling for each TKM. The foot patrolling inspection shall include all the OHE assets in particular TKM i.e. OHE conductor, cantilevers insulators, mast, portals, Das , earthing and bonding , feeders , AEC super mast / cross arm , ATDs, any other OHE items. The along the track feeders , cross feeders, ATs, general condition of TSS and SCPs etc shall also be checked by foot patrolling staff.

General attention shall be given towards track and other installations and report any major abnormalities.

Generally one staff is supposed to carry out 10 TKM of foot patrolling each day. The patrolling shall be

done in such a manner that so that the whole section is covered once in fifteen days. The routine patrolling shall be in day time only. However DFCCIL may advice to carry out patrolling in night time also in case of any emergencies or abnormalities. DFCCIL may also decide timings of foot patrolling as per requirement and call for special patrolling if need arises.

The object of foot-patrolling is to make visual inspection of every part of the OHE (including feeder line, AEC, BEC) so that any defects and abnormalities noticed are recorded and reported to the maintenance gangs for attention.

The staff deployed for foot patrolling shall bear safety shoes, PPE kit, Helmet, uniforms and identity card. He shall be given rain coat, warms jackets etc. as per whether condition by contractor. The engaged staff on foot-patrol should be equipped with signal flags, an emergency telephone instrument and essential tools required for attending to defects on the spot e.g., spanners for tightening bond connections hook for ATD movement, thermometer etc.

The check points during foot patrolling are generally as under, The staff/labour on patrol duty should particularly look for the following:

- (i) Damaged/ flashed insulators.
- (ii) Displaced fittings and droppers.
- (iii) Excessive sagging or hogging of contact/ catenary/ anti- creep/feeder/ AEC wire.
- (iv) Verticalness of equalizing plate.
- (v) Check free movement of auto-tensioning device and position of counterweight as per temperature.
- (vi) Presence of protective screens, caution and warning boards and anti-climbing devices.
- (vii) Position of DO fuse of ATs, check for leakage from ATs.
- (viii) General condition of various equipment's in TSS and SCPs.
- (ix) General condition of lightening arrestors, isolators, section insulators etc.
- (x) Check for exposed/ damaged cables of a long track feeder, ATs.
- (xi) Check for exposed/ damaged BEC.
- (xii) Structural soundness of height gauges at level crossings.
- (xiii) Bird-nests and pieces of stray wire likely to cause short circuits and branches of trees likely to infringe the OHE.
- (xiv) Defective bonds and earth connections.
- (xv) Any obstructions including tree branches in the way of free movement of pantograph and trains.
- (xvi) Check pantograph movement of passing train and report sparking any other abnormality, if noticed.
- (xvii) Isolator's blades being fully in and for signs of sparking or overheating of isolators, check condition of integral locks, pad lock, interlock.
- (xviii) leaning of masts especially on high banks and masts with sand-core foundations.
- (xix) Soil erosion near foundations in rainy season.
- (xx) Check for missing bottom fittings, guide tubes etc.
- (xxi) Check for damaged muff/ cracked muff.
- (xxii) Number plates.
- (xxiii) Condition of all TIB (transversal Integral Bond), TABB (transversal aerial Buried Bond and TRB (Transversal Rail Bond) -OK /Not OK (Location with open /damaged bond/connection shall be given and attended same day)
- (xxiv) Any other abnormal/unusual situation.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch. 1 Sl.No.12	Checking & maintenance of all type of bonds & BEC connection including cleaning of muffs at OHE mast.
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The price shall cover Checking & Maintenance of Bonds & BEC connection of various types provided as

per earthing and bonding plan of DFCCIL. There are different type of bonds. These will be considered as one unit as under:

- (i) Transverse integral bond connecting both side mast- running rails - BEC at every 450 mtr interval in open route. (Each TIB to be considered as one unit).
- (ii) Transverse integral bond connecting both side mast- running rails - BEC at every 250 mtr interval in yards. (each TIB to be considered as one unit).
- (iii) Yard independent OHE mast / portal bond connection with running rail. (each bond to be considered as one unit).
- (iv) Gantry structure connection with BEC. (each bond to be considered as one unit).
- (v) Connection by 20 mm dia Steel wire to BEC at Minor Bridge, box culverts, RUB, via duct, major bridges. (Each bond to be considered as one unit).
- (vi) U- Bond connection of guard rail with running rail. (Each U- bond to be considered as one unit).

The price shall include checking tightness of fasteners, ensure good connection, and check for any damage / deficiency in the bonding connections. The deformed / De-shaped / uplifted bond shall be opened and reshaped and re-fixed. Each bond shall be dressed/ shaped in such a manner that no obstruction is caused to any staff walking along the tracks. The deficient nut bolts / clamps shall be provided under this item, the material will be supplied by DFCCIL. The price shall also include the painting of MS flat by black bituminous / red oxide paint as per directive of DFCCIL staff for which material will be given by DFCCIL.

The price shall also include cleaning of muff so that bond connection is clearly visible. The contractor shall repair the muff in case found broken at bond location.

The work shall be carried out in the section having problems on priority as per direction of DFCCIL staff.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl.No.13	Removal of & Re erection of various type bonds during track machine working or Erection of missing/new bonds including Paint etc.
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The work shall include the removal of entire or part of the bond for track works or track machine working. The contractor staff shall remove the bonds as per direction of DFCCIL s authorized staff. The contractor shall arrange to re fix the bond after completion of track / machine work. For the period of removal of bond, temporary rail jumper shall be fixed at appropriate place.

The price shall include cutting, shaping, painting and drilling of holes in the bond or rail as required. The price shall include cleaning of muff and repairing of damaged muff as required.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl. No. 14 Checking & maintenance of leaning of OHE mast till a new mast erected.

The price shall include attending leaning of the mast to make it vertical with reverse deflection as required as per as erected drawing. The price shall include labour charges for excavation, removal and re-fixing of OHE , straightening by tirfor/ other means, back filling , ramming, pitching stones, pouring cement concrete etc. the contractor shall maintain the attended mast in good vertical position. In case leaning restart due to less

formation width or incorrect design or other reason not attributable to contractor, decision to erect a new mast may be taken. The contractor should fix necessary support till a new mast is erected. The decision in this regard shall be taken by DFCCIL.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl.No.15	Checking & Maintenance of PTFE type neutral section (Quarterly)
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The Checking and maintenance of this item shall be carried out in line with Maintenance Manual/Approved drawings (As Build Drawings)/Specifications of DFCCILs with its latest correction slips if any as per instruction of DFCCIL representative.

The price shall covers checking and maintenance of PTFE rod, bracket of neutral section, insulating rod, arching horns, length of skid' bulb, turnbuckles, condition of adjuster, earthing jumper, splices, lock nut pins& droppers, etc.

The maintenance activity shall be as under: -

- (i) Check the contact end splices,
- (ii) Check the diameter of PTFE Rod (New rod dia-24 mm),
- (iii) Clean the PTFE Rod with paste recommended by OEM, or clean by water and soft detergent.
- (iv) Check the stagger of PTFE Bracket and adjacent brackets.
- (v) Check the wear of the insulator rod (Insulator rod can be used in 5 positions)
- (vi) Check the level of the PTFE assembly by spirit level.
- (vii) Check the wear of the runners.
- (viii) Check the Catenary ending cones.
- (ix) Check the condition of skid for any hit mark/damages.
- (x) Check the profile at bottom portion of all skid and record thickness.
- (xi) Check earth electrode its connection to N.S. mast and negative rail. If not same be connected. (earth value should be less than 10 Ohms)
- (xii) Check height at Neutral section bracket and adjacent brackets. Ensure that the height at PTFE location is 70 mmm above average height of contact wire at adjacent locations.
- (xiii) Check the profile of skids at bottom portion and record it's thickness, if thickness of bulb reduced to 2 mm or less, same should be replaced immediately.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl.No.16	Checking & Maintenance of Portal boom & drop arms free from foreign body including Bird Nests
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The Checking and maintenance against this item shall be carried out in line with Maintenance Manual/Approved drawings/Specifications of DFCCILs with its latest correction slips if any as per instruction of DFCCIL representative.

The price shall cover Checking & Maintenance of Portal boom, drop arms and fabricated masts free from Bird Nests and removal of bird nest as identified by foot patrolling staff / during other inspection. Requirement of power block will be jointly decided by the contractor and the sectional DFCCIL supervisor, Necessary power block will be obtained from authorized DFCCIL's representative and no extra payment will be made for this removal of bird nests under Power block.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl.No.17	Trimming of tree branches to maintain minimum 5 to 6 meter clearance from OHE.
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The price shall cover trimming of tree branches as identified by foot patrolling staff / during other inspection / checking. No part of the tree shall be nearer than 4 meters from the nearest live conductor. Requirement of power block will be jointly decided by the contractor and the sectional DFCCIL supervisor. Necessary power block will be obtained from authorized DFCCIL's representative only for trimming of tree branches. The accountal & disposal of trimmed branches will be the responsibility of DFCCIL department.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl.No.18	Erection of 25 kV overhead equipment as per requirement
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DFCCIL may asked to carry out erection of OHE in case of breakdown or new erection as required. All the materials will be provided by DFCCIL. The Price shall cover erection of 25kV overhead equipment's complete in all respect i.e. erection of brackets, insulators, conductors, ATDs, droppering and clipping, erection of jumpers, and any other items as required. The price shall include final adjustment of all items and profiling of OHE in order and making fit for normal speed train movement. The rates are payable for per TKM OHE erection. The foundation casting and mast / portal erection is not included in this item.

The price includes fabrication of cantilever assembly of different size with various tubes/ arms, droppers, jumpers etc. as required for per TKM of OHE. The price shall include erection of cut in insulators, jumpers, ATDs, conductors, guy rod and any other item as required in each TKM OHE. The OHE may be IR type of DFCCIL type of High Rise OHE. The price shall also include erection of structure identification plates/number plates with bolt & nut with GI fasteners and also include replacing/attending the damaged /bent/faded plates by the contractor with the cost of cleaning & painting the setting distance of master structures.

The price shall cover erection of location number plates, 25kV caution boards, 25 kV caution notice board and warning board in Hindi & English language wherever required with mild steel galvanized clamps, required washers and bolts & nuts etc. The price shall include painting of contact height, rail level and location of emergency sockets on mast / structures. No additional payment will be made for manual stringing of conductor viz. catenary, contact wire etc if required.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch. 1 Sl. No. 19	Checking and compilation of hotpot of OHE using thermo vision camera by a skilled Engineer.
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The Checking and compilation of hotspot of OHE using Thermo-vision camera by a skilled Engineer shall be carried out in line with Maintenance Manual/Approved drawings/Specifications of DFCCILs with its latest correction slips if any.

The job shall cover checking and compilation of the images of terminal connectors, jumpers, splices and other joints if any in OHE & bus bar, Connectors, SP, and SSP & TSS. The Thermo-vision camera checking of TSS will be treated as checking of 1 TKM for measurement. Similarly SP/SSP will be treated as 0.25TKM for measurement. The measurement shall preferably be done during the period when electric trains are working in the section. The entire section including TSS to be covered once in 6 months.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and

contract representatives.

Sch. 1 Sl. No. 20	Stenciling/Painting of rail level, implantation, MRL, ERL & location number etc. SED Parameters.
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The price shall cover checking the OHE parameters i.e. implantation, contact wire height, rail level, clearance at Over line structures, stagger etc jointly with Electrical and Civil Engineering department representative which are painted on each mast/ portal upright. The contractor shall inform DFCCIL about any variations in parameters if noted for necessary correction.

The work of Stenciling/Painting shall be undertaken after obtaining the consent of DFCCIL. DFCCIL may decide about locations to be re painted based on condition of earlier painting or other reason. The painting shall be durable to cover the entire maintenance period of the subject agreement. The job work shall include painting of details on mast face such as rail level, implantation, contact wire height, stagger, symbols of emergency sockets etc., with black lettering on yellow background after erasing of old details by scrubbing/ Aluminum painting to the satisfaction of site supervisor. The job shall cover all costs toward repainting i.e. paint, brushes and labour etc.

The job shall also cover painting of Location number on OHE mast / structures with black lettering on yellow background including erasing of old details by scrubbing / Aluminum painting to the satisfaction of site supervisor. The job shall cover all costs toward required various sizes of paint brushes and labour etc. The paint and other consumables shall be arranged by Contractor. The rate payable is as per location basis.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch. 1 Sl. No. 21	Painting of counter weight of ATD & guy rod assembly including marking of Y value.
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The price shall cover painting of Counter Weight of ATD , Guy Rod Assembly and marking of “Y” Value for 5°C , 10°C, 15°C, 20°C, 25°C, 30°C, 35°C, 40°C & 45°C on mast/ portal upright face.

Painting of balance weight and guy rod shall be with 2 coats of aluminum paint. The guy rod shall be painted upto half the height of mast from anchor block. The work shall include painting of OHE mast location number on balance weight as required with yellow background and black letters. The temperature bend shall be provided with black letters on yellow background. Old paint shall be removed by scrubbing to the satisfaction of Site Engineer of DFCCIL.

ISI mark good quality paint shall be used and the same to be supplied by the Contractor.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl.No.22	Checking & Maintenance of Feeder Termination and AEC Termination.
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The job shall cover checking and maintenance of termination assembly of 25KV feeder/return conductor (along the track or cross track)/AEC. The termination assembly may include components like 9- ton insulator, double strap, 9-ton / 5- ton adjuster, distance rod, single clevis, strain clamp, ending cone, anchor fitting etc. The price shall include checking and maintenance of Guy rod assembly, appropriate mast guy rod anchor fittings, double strap, stirrup, U- bolt and V- bolt as required.

The price shall include checking and maintenance of feeder to feeder and AEC to AEC jumper at termination or any other location. The price shall also include cleaning of the Post Insulator at feeder termination.

The price shall include replacement of any fitting in case found defective, rusty, cracked etc. the price shall include provision of deficient nut, check nut, washer, split pin etc. All material shall be supplied by DFCCIL.

The job shall also cover cleaning the muffing of anchor block of Guy Rod.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch.1 Sl.No.23	Drilling of hole for Bond
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The price shall cover the drilling and champehring of holes in mast / portal / rails with contractor's own labour in the supervision of Engineer in charge and as per requirement of site. The dia of hole may be 16 mm to 25 mm.

The rates are calculated in the number of holes drilled in masts/rails as per requirement. The required T&P i.e. Drilling Machine, Drill bit etc shall be provided by DFCCIL.

Sch.1 Sl.No.24	Maintenance of Auxiliary Transformer at Station and ALH and TH Locations
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The job shall cover checking & maintenance of Auxiliary Transformers system which shall include Auxiliary Transformer, LV box, LT cable and ACO panel of capacity 25KVA, 50 KVA, 100KVA as the case may be. The rates payable shall be per unit system of Auxiliary transformer per schedule i.e. One Auxiliary transformer with all attachments (D.O fuse / LV box/ earthing and bonding), LT cable ex - AT station to ACO panel and ACO panel shall constitute one unit of maintenance. The quarterly and half yearly maintenance schedule shall be treated as one schedule. The rates will be same irrespective of capacity of AT system or type of schedule.

The price shall include carrying out laid down schedule for AT , LV box/ D.O fuse , LT-cable , ACO panel (Quarterly) as mentioned below:

Quarterly Schedules:-

1. Visual inspection of transformer.
2. Check any sign of oil leakage, overheating. If observed, attend it.
3. Cleaning of transformer: - Clean the transformer, conservator, bushing and tank externally with clean cotton cloth.
4. Silica gel breather: - Check the condition of silica gel. If colour is pink reactivate/replace. Check oil in the cup of breather. Top up the oil in cup, if required.
5. Connection:-Check, clean & tight all connections of HT and LT bushing terminals.
6. Oil level in conservator: - Check & top up oil level in conservator with new filtered oil up to mark, if required.
7. AT enclosure and surrounding area:- Check & clean AT surrounding area /enclosure for vegetation and other materials. Ensure AT mast, Earth pit and bonds are clear of vegetation, soil, track ballast etc.
8. Condition of pole mounted ICDP (MCCB) switch, control panel and its fuses:- Check operation of DP switch along with mechanism.
Check condition of pole mounted ICDP (MCCB) switch, control panel and its fuses. Replace Overheated lugs, fuses and tighten loose connections.

Note: Use tinned copper fuse wire of 20 SWG for 10 KVA, 16 SWG for 25 KVA, 12 SWG for 50 KVA and MCB/MCCB for 100 KVA.

9. Caution board and anti-climbing device:-Check caution board and anti-climbing device for availability and proper condition.
10. Earthing connections:- Check & tight the earth connections, if found loose.
Check earthing of LV Box, cable armour and all earth connections as per approved E&B plan.
11. Arcing horn HV busing:-
Check flash mark on arcing horn. Attend, if flashover marks observed & check the arcing horn gap. Arcing horn gap for split type is 100 mm+100 mm, for non-split type-165 mm.
12. Drop out (DO) fuse: - Check the condition of DO fuse barrel and fuse element. Replace the broken, rusted, over heated and non-standard fuse wire, if any.
13. Miscellaneous, if any.

Half Yearly Schedules:

(In addition to quarterly schedules)

Carry out following work in addition to quarterly schedule.

1. BDV oil: - Take sample of oil from bottom of tank and check the BDV of oil with BDV tester. BDV more than 30 kV (with 2.5 mm gap)
2. Additional arcing horn on fixed 9- Ton insulator: - Check for any flash mark on arcing horn and measure the gap of arcing horns. Maintain gap 165 mm (min) & record.
3. Measure & record the Insulation Resistance between
 - (i) HV-Earth 200 M ohm. Minimum (use 2.5 KV megger)
 - (ii) HV-LV 200 M ohm. Minimum (use 2.5 KV megger)
 - (iii) LV-Earth 2 M ohm. Minimum (use 500 KV megger)
4. Measure earth resistance
5. Check earth connections, measure & record the earth resistance of AT earth pit by earth tester.
Value not more than 8.0 ohm.
6. Attention to Earth pit and connection:-
Ensure provision of pit box and cover as per approved drawing.
Apply petroleum jelly on connections/bolts.

Paint ER value on the cover with black letters and yellow back ground.
All connections shall be tight and bonds properly dressed without uplifting. Paint bond flats with two coats of grass green colour.
7. LT cable: - Check & replace damage, overheating of wires, lugs etc. of LT cable. Measure & record IR value of cable:
 - i. Between AT to IC DP(MCCB)switch.
 - ii. Between ICDP (MCCB) switch to ACO panel by 500 V megger. 2 M ohm min. at 300 Temperature.
8. Ensure fuse on 25 KV and LT side with correct rupturing capacity as per KVA capacity of AT DO fuse rating - 100 KVA-5 Amp, 50 KVA-3.0 Amp, 25 KVA-1.5 Amp, 10 KVA-1.0 Amp LV fuse rating-100 KVA- 450 Amp (MCB/MCCB), 50 KVA-315 Amp, 25 KVA-125-150 Amp, 10 KVA-63 Amp (Select fuse rating 1.25 -1.50 times the AT full load current)
Check and clean LV box. Carry out all works of the monthly schedule. Close opened spare holes if any by M-seal.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Sch. 1 Sl. No. 25	Checking and maintenance of 25 kV OHE feeder & AEC conductors excluding termination arrangement
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The Checking and maintenance of 25kV HIGH RISE OHE Feeder size (AAAC, strand/dia- 31/3.15mm, overall dia 22.05 mm) & AEC Conductors (ACSR- 30/2.5mm, dia 17.5 mm) shall be carried out in line with Maintenance Manual/Approved drawings (As Build drawings)/Specifications of DFCCIL with its latest correction slips, if any.

The price shall include checking of conductors for any broken strands , twist, sulphation, corrosion or any other abnormalities and taking action for rectification in consultation with DFCCIL.

The price shall also include checking of suspension clamps , suspension fittings/ fasteners, 9-ton suspension insulators of 25 KV feeder and replacing any defective / cracked / corroded items. The price shall include cleaning of 9- ton insulator. The slack feeder arrangement under FOB/ROB shall also be checked under this item. The clearance of 25 KV feeder with AEC or other earthed parts shall be recorded at few critical locations like FOB/ROB, AT location etc. as per directive of DFCCIL.

In case splicing of feeder wire and replacement of 9-ton insulator is required same shall be carried out for which rates shall be payable separately under item no. 04 of schedule-04 . The price shall also include checking of mast/ portal clamps with fasteners of Aerial Earth conductor and replacing any defective / cracked / corroded items.

In case splicing of AEC wire is required, same shall be carried out for which rates shall be payable separately under item no. The maintenance rates for termination arrangement shall be paid under item no 05 of schedule-04. The rates are payable on per TKM basis for completion of maintenance of feeder wire and AEC both.

Joint maintenance report shall be filled in the format in Annexure-A, which to be signed by DFCCIL and contract representatives.

Schedule 2: Emergency & Other maintenance activities

Sch.2 Sl.No. 01 Loading, unloading of DFCCIL supplied material to places directed by Engineer in-charge (i.e. From station to tower Wagon, station to station etc.) (applicable for material more than 2 MT)

The price shall cover loading and unloading activity for transportation of all DFCCIL materials for execution of the maintenance work/ special activity of replacement /break down/ any erection work or dismantled materials from IMD /IMSD to work site and vice versa in road vehicle or Tower Wagon as required. The material shall be handled in a safe and secure manner. Price shall also cover collection of materials from one store depot/ IMD /IMSD / any site to other store depot/ IMD /IMSD / other site. The rates payable only in case transported materials weight is more than 2.0 MT.

The joint report of loading / unloading activities shall be submitted signed by DFCCIL and contract representative for releasing payments.

Sch. 2 Sl.No.02 Erection of Catenary wire splicing or Contact wire splicing.

Price shall cover fixing of catenary wire splicing with fasteners for catenary wire of size 65sqmm or 125 sqmm and contact wire of size 107 sqmm or 150 sqmm in case of breakdown or damaged to wires as and when required by DFCCIL. The fitment of splice shall be carried out with good workmanship to the satisfaction of DFCCIL.

The necessary T&P and splices will be supplied by DFCCIL.

The Joint Report of work shall be signed by DFCCIL and contract representative for releasing payments.

Sch. 2 Sl.No. 03 Replacement / Re-erection of various types of insulators

The job shall cover replacement of insulators of various types with all components required for the insulators assembly including small parts steel work with bolts & nuts etc. as per the relevant DFCCIL drawings. The insulator may be ST, BT, 9- ton, pedestal or tie rod insulator as the case may be. the rates are payable on prorated basis irrespective of type of insulators.

The insulators are replaced when they are heavily flashed, petticoat broken, breakage of insulator etc. Insulator and SPS will be supplied by DFCCIL.

The Joint Report of work shall be signed by DFCCIL and contract representative for releasing payments.

Sch 2 SI No. 4 Breakdown attention by a gang for restoration of 25 kV HIGHRISE OHE during accidents/ unusual occurrence for checking OHE Parameters (one gang consisting of 7 staff)

The price shall cover Supply of Man Power for restoration of 2x25kV HIGH RISE OHE during Break down round the clock on hourly basis. The Contractor is required to deploy one Supervisor, Three Technicians and Three Helpers who are conversant with rules and procedures of working on 2x25 kV A.C. Traction Overhead Equipment installations and medically fit for DFCCIL's working circumstances.

The team of above seven staff may be called any time on 24 Hours X 7 Days basis without any consideration for night hours, Sunday or any holiday. The team will be called in case of any breakdown

by Executive/ Sr. Executive in charge of IMD/ IMSD. The team shall report within 20 minutes in day and 25 minutes in night of call to the supervisor in charge of the team. This team may be asked to attend any OHE breakdown or equipment failures. The team shall move quickly to breakdown site and make best effort to attend the breakdown in minimum possible time.

The payable rates against this item are for Supply of team of above 07 staff on hourly basis irrespective of the type of activity to be done under breakdown.

Further, the contractor may be asked to deploy additional gangs with staff in multiple of 7 staff as given above under this item as per the requirement of DFCCIL based on quantum of work involved for restoration of 2x25kV HIGH RISE OHE during Break down.

The payable rates will be separate for each gang per hour ex. In case 14 or 21 staff are summoned, the same will be considered two or three gangs. Maximum 35 staff (5 Gangs) may be called at a time in each IMD section.

It will be the responsibility of the contractor to keep above strength of staff in each IMD section on 24x 7 basis during entire contract period.

Sch. 2 Sl. No. 05	Erection of traction masts & portal other than boom
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The materials required in this part of work shall be supplied by DFCCIL.

Erection of Mast: The job shall cover manual erection, alignment and setting before grouting of individual traction mast including dwarf mast. Erection of traction mast also includes painting with cold galvanizing paint in rusted area if any in the mast supplied by Railways.

The masts released may also have to be reused. For erection, the contractor can use his own road crane duly transporting the structures to the site. Transporting and Crane price are covered separately in the schedule. Temporary bonding of structure by means of 2 nos. of 8 SWG wire shall be done before boom erection, where proper bonding arrangement is not available.

Erection of Portal other than boom: The job shall cover erection, alignment and setting before grouting, wherever required, the portals, gantries, 2/3 tracks cantilever structures. The job shall also include erection of galvanized bolts, nuts washers etc. Wherever required as per approved designs and drawings. In case of road approach is not available, the transportation of mast by Tower wagon may be allowed by the DFCCIL.

Sch. 2 Sl. No. 06	Transfer of OHE equipment from one mast or support to another.
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The job shall cover transfer of overhead equipment to a bracket assembly on a new mast or support, and dismantling of the erected bracket assembly from the old mast or support and consequent adjustment to overhead equipment required such as re-spacing of droppers, levelling etc. All materials will be supplied by DFCCIL or by contractor as per requirement. for contractor supplied material , rates will be payable separately under other item. The foundation and steel work and bracket assembly for the new mast or structure will be paid for under appropriate items.

Sch. 2 Sl. No. 07	Providing of Road crane on hiring basis for erection of OHE mast, portal upright and portal boom or any other loading / unloading activity.
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The contractor shall arrange road crane of adequate capacity to erect OHE mast, portal upright and portal boom, AT mast, TTC or for erection of any other type of structure/ material/ equipment or loading / unloading of structures / equipments as per directions of Executive/ Sr. Executive in charge of DFCCIL at

IMD/IMSD. The crane shall be of adequate capacity to handle structure / equipment up to 10 ton capacity with 50 meter maximum distance as per site requirement. The rates will be payable on per hour basis for period as mutually decided by DFCCIL and contractor.

The price shall include cost of fuel, operators and any other items required for crane working. No extra rate except per hour rate under this schedule will be payable.

The hired crane shall comply the statutory provisions of State/ Central Govt.

Schedule 3: Foundation Item

Sch. 3 Sl. No. 01	Casting of all types of foundation (The rate includes supply of the material- ballast, sand, cement, mixture & reinforcement etc.)
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There are two types of foundation in DFCCIL i.e. as per RDSO design and cylindrical type foundation. The RDSO designs generally have PCC design, however steel reinforcement are required in specific type like black cotton soil. The DFCCIL design is for cylindrical type foundation having steel reinforcement. Generally the volume of RDSO type foundation is higher than cylindrical type foundations. There will be liberty with the contractor to cast any type of foundation with prior approval of DFCCIL.

The foundation drawings/ design shall be provided by DFCCIL as per approved SED/CSD.

In case the contractor opts for cylindrical foundation, the required steel for the reinforcement shall be supplied by the contractor.

The RDSO type foundation shall be cast in M-15 grade and the cylindrical type foundation shall be cast in M-20 grade. The price shall cover the supply of the cement, sand, water, ballast, steel reinforcement, mixing, curing, arrangement of scroll, grouting and muffling the mast with required shuttering as per drawing and site requirement.

The foundation concrete material, cement, water and steel shall confirm to relevant IS i.e. IS 456 and 383.

The Joint Report of work shall be signed by DFCCIL and contract representative for releasing payment.

Schedule -04 Additional OHE work

These are optional item which may be operated by DFCCIL in case respective item of T&P, fittings, materials are not available with DFCCIL. Prior approval of DFCCIL officer of Elect department shall be obtained before undertaking any activity under this schedule.

Sch. 4 Sl. No. 01	Supply and maintenance of petrol operated telescopic pole pruner model no. HT 75 of STIHL or equivalent model of FISKAR make for tree trimming purpose.
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The price shall cover for supply and maintenance of petrol operated telescopic pole pruner model HT.75 of STIHL make or equivalent model of FISKAR make 2 nos. per IMD and 1 nos per ISMD (or as per direction of DFCCIL) . Price includes its necessary fueling, availability of good, conditioned saw/blade and one year maintenance of said machine. After completion of contract, machine shall be handed over to DFCCIL in well-working condition.

Sch. 4 Sl. No. 02	Supply and fixing of Splicing Clamp Assembly For 150 sq. mm Contact Wire (Crocodile Type)
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The price shall cover for Supply and fixing of Splicing Clamp Assembly for 150 sq. mm Contact Wire (Crocodile Type) including all accessories. After completion of contract, jig shall be handed over to DFCCIL in well-working condition.

Sch. 4 Sl. No. 03	Supply and fixing Catenary Wire Splice 125 Sq. mm.
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The price shall cover for Supply and fixing Catenary Wire Splice 125 Sq. mm including all accessories.

Sch. 4 Sl. No. 04	Supply and fixing Feeder wire splice for 288 sq. mm AAAC conductor.
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The price shall cover for Supply and fixing Feeder wire splice for 288 sq. mm AAAC conductor including all accessories.

Sch. 4 Sl. No. 05	Supply and fixing Aerial Earth wire splice for 181.6 sq. mm ACSR conductor or Buried Earth Conductor.
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The price shall cover Supply and fixing Aerial Earth wire splice for 181.6 sq. mm ACSR conductor or Buried Earth Conductor including all accessories.

Sch. 4 Sl. No. 06	Supply and fixing of Splicing Clamp Assembly for 107 sq. mm Contact Wire (Crocodile Type).
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The price shall cover for Supply and fixing of Splicing Clamp Assembly for 107 sq. mm Contact Wire (Crocodile Type) including all accessories. After completion of contract, jig shall be handed over to DFCCIL in well-working condition.

Sch. 4 Sl. No. 07	Supply and fixing Catenary Wire Splice 65 Sq. mm.
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The price shall cover for Supply and fixing Catenary Wire Splice 65 Sq. mm. including all accessories.

Sch. 4 Sl. No. 08	Erection of Cantilevers
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The price shall cover on a flat rate basis for erection of any bracket assembly on a traction mast or support or drop arm and shall include those on high/low level platform, in the vicinity of turnouts, over bridges or overlaps and at locations with reduced encumbrance or terminating wires. The price shall cover fabrication of cantilever for which required dimensions and materials will be given by DFCCIL. The price shall include the erection of all components including galvanized steel tube, fittings, fasteners, inclined dropper, wires and small parts steel work complete with all items required for DFCCIL or IR type cantilever. The price shall cover erection of all components including solid core insulators and dropper wires, small parts steel work, if any.

The rate shall be payable uniformly on pro-rata basis irrespective of type or size of cantilever. However, this does not include the ant creep arrangement at masts/ structures.

Sch. 4 Sl. No. 09	Erection of material for solid core cut in insulator
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The price shall cover for Erection of material for solid core cut in insulator as per DFCCIL drawing. All materials will be supplied by DFCCIL.

Sch. 4 Sl. No. 10	Erection of material for suspension insulator
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The price shall cover for Erection of material for suspension insulator as per DFCCIL drawing. All materials will be supplied by DFCCIL.

Sch. 4 Sl. No. 11	Erection of structure bonds.
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The price shall cover for Erection of structure bonds as per DFCCIL

Sch. 4 Sl. No. 12	Supply of material for single earth electrode.
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The price shall cover for Supply of material for single earth electrode as per DFCCIL drawing. The price shall cover supply of an earth electrode in all types of soil except hard soil/soft rock. The price shall cover the provision of a protective concrete box with removable cover as shown in the drawing. The price shall include the testing of earth value and painting the particulars on the box.

Earth Electrode shall be of 3.65 m length, 25 mm diameter MS Rod with Copper Cladding of 250 Microns.

Sch. 4 Sl. No. 13	Erection of material for single earth electrode.
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The price shall cover for erection of material for single earth electrode as per DFCCIL drawing. The price shall cover erection of an earth electrode in all types of soil except soft rock. The price shall cover the provision of a protective concrete box with removable cover as shown in the drawing. The price shall include the testing of earth value and painting the particulars on the box.

Earth Electrode shall be of 3.65 m length, 25 mm diameter MS Rod with Copper Cladding of 250 Microns.

Sch. 4 Sl. No. 14	Slewing and refitment of OHE.
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The price shall cover for Slewing of OHE as per site requirement for crane working during derailment, launching of girders as required. The OHE shall be detached from cantilever and anchors and brought to the ground level or fixed on mast at 0.5 meter above rail level as per direction of DFCCIL. After completion of crane working, OHE shall be put back and fixed to cantilevers and anchors as required. After putting back OHE shall be checked by tower wagon for correct height, stagger, removal of twist / kinks, spacing of droppers and profile etc. the OHE shall be made fit for normal speed train operation. The price shall be payable for each span of OHE.

Sch. 4 Sl. No. 15	Preparation of design and drawing for overhead equipment and verification as per plan.
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The price shall cover for Preparation of design and drawing for overhead equipment and verification as per plan for DFCCIL requirement. The price shall cover preparation and submission of overhead equipment plans indicating location of structures in stages, and preparation of all drawings and designs relevant to the tendered works and required to be finalized by the Contractor in the format approved by Engineer along with 3 paper copies of the drawings for approval. The price shall include the following:

- (i) Preparation and submission of pegging plans layout plans incorporating span, height, chainage,

curves, gradients, type of masts/portals, foundations, ATD locations, stagger, location of cut-in insulators, signal locations etc., making minor modifications with the approval of the Employer/Engineer to the layout of the structures and overhead equipment, if necessary.

- (ii) Preparation and submission of cross section drawings and structure erection drawings for each structure locations
- (iii) Choice of type and size of foundations to suit soil and loading conditions
- (iv) Preparation and submission of long section drawings of overhead equipment where such drawings are required including detailed study of over line structures such as foot over bridges, road over bridges, track over bridges, overhead Pipelines etc. for maintaining the specified height of contact wire and requisite clearances.
- (iv) Preparation and submission of other designs and drawings including drawings of small parts steel work (other than those for which RDSO standard drawings are available) and detailed designs for LT Supply Transformer stations, design and drawings of OHE structures for bridges etc.
- (v) Preparation and Supply of Bonding Plan drawings and buried rail earthing drawings.
- (vi) Design, preparation and submission of switching station drawings including survey, investigation of soil bearing pressure from National Test House or at any other laboratory approved by the Engineer-in-charge, preparation of general arrangement drawings, detailed layout of equipment, bus-bar connections and insulators, layout of earthing system and earth connections, cable run layout, detailed designs and drawings for steel work and structural support, excluding the ones for which supply is made by the Employer/Engineer, suitable concrete plinths for equipment and drawings for equipment's, components, fitting and materials supplied by the Contractor. The price shall include supply of six number of copies of all drawings, including completion drawings.
- (vii)Preparation, supply and fixing of Sectioning / Schematic / TSWR diagram boards for stations / Cabins / SWS / RCC/ Section Controller and 2x25 KV AC Traction Station Working Rule instructions including supply & fixing of shock treatment chart etc as directed and approved by Engineer.
- (viii)Supply of soft copy (in Auto Cad drg. format) and requisite eight (8) number of hard copies, one copy on non-tearable tracing (Engineering matte film of 75 micron or more thickness) of all drawings including completion/approved/as erected drawings for OHE and Switching stations. In addition one copy in RTF to be given of all completion/As erected drawings. Soft copy to be given in DVD(R).

Sch. 4 Sl. No. 16	Erection of rolled/fabricated and galvanized traction Mast, TTC, Portals, AT mast, Feeder mast, Bridge Mast, etc.
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The Price shall cover erection of fabricated galvanized OHE structure with necessary components. The prices shall also cover the cost of erection, alignment and setting before grouting of individual traction masts and main masts of switching station, dwarf Masts, Portals, TTC and masts for LT supply transformer stations whether rolled or fabricated including those for head spans. These structures will be grouted in already cast foundation. The contractor shall carry out the erection in presence of

DFCCIL representative.

Sch. 4 Sl. No. 17	Erection of material for Guy rod assembly
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The price shall cover for Erection of material for Guy rod assembly as per DFCCIL drawings. The price shall cover erection of a guy rod assembly of various lengths for traction masts/Portals/TTC, feeder line towers or supports etc. complete with mast guy rod fittings, guy rod with adjustments and part/s to be grouted in the anchor block.

Sch. 4 Sl. No. 18	Erection of large span wire
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The price shall cover erection of all components including large span wire, adjusters, terminal fittings and mast attachments required to attach a large span wire or a Head span wire or Cross span wire or Steady span wire or a Support span wire for supporting contact wire only, at both ends, to traction masts/structures or special brackets, solid core insulators. The price shall cover erection of all components including mounting arrangements, span wire, 9 Ton solid core insulators and all small part steel work if any. The price shall cover for Erection of large span wire as per DFCCIL drawings.

Sch. 4 Sl. No. 19	Erection of material for Regulating Equipment (ATD)
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The price shall cover for Erection of material for Regulating Equipment (ATD) , 3 or 5-Pulley type with counter weight assembly suitable for 2000/2400 Kgf tension (3:1/5:1 ratio) as per the Employer's requirement including erection of all components , viz. 9 ton adjuster with double strap, 9- ton insulator, double eye distance rod, SS wire rope, anti-falling rods, pipe for hex tie rod on short length OHE, mast fittings, single clevis, balance weight, guide tube , SPS, fasteners as required as per approved drawing for 5- pulley / 3- pulley ATD.

The price shall also cover adjustment of the entire regulating equipment for correct X- Y value.

Sch. 4 Sl.No.20	Erection of Material for termination of single/double conductor of overhead equipment
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The price shall cover for Erection of Material for termination of single/double conductor of overhead equipment as per DFCCIL drawings. The price shall cover erection all material necessary for the yoked termination of two overhead equipment conductors on a traction mast or structure, including all SPS such as appropriate mast anchor fittings, clevis assembly, two adjusters, ending clamps for catenary and contact wires, anchor double strap assembly, equalizing/compensating plates, and double eye distance rods (if required) and fittings and terminating wire ,if any including 9-ton insulators assembly. The price shall also cover erection of all materials with 9 ton insulator.

Sch. 4 Sl.No.21	Supply and erection of Guy rod assembly.
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The price shall cover supply and erection of a guy rod assembly of various lengths for traction masts/Portals/TTC, feeder line towers or supports etc. complete with mast guy rod fittings, guy rod with adjustments and part/s to be grouted in the anchor block. The price shall not include the cost of supply and erection of a dwarf or stub mast with anchor plates drilled and welded in position, where required for anchorage, and small parts steel work, complete with bolts and nuts etc., if any for attaching the mast guy

rod fittings to the mast/structure which shall be paid for separately under the relevant item.

Sch. 4 Sl.No.22	Erection of Anti creep wire
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The price shall cover erection of all materials for an anti-creep including adjusters, galvanized steel wire, mast anchor fittings at its terminations on either side of structures, ending clamps, adjuster, fittings and including 9- ton insulators assembly conforming to DFCCIL specification. The price shall cover erection of all materials including 9- ton insulator assembly with small parts steel work, as required.

Sch. 4 Sl.No.23	Erection of Section Insulator assembly and associate Fittings & fasteners.
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The price shall cover erection and adjustment of all components required for a standard section insulator assembly, serving both the overhead equipment conductors. The rates are applicable for both type of section insulator i.e. IR type and Galland make PTFE type. The erection work shall include erection and proper fitment of all the parts of section insulator i.e. solid core insulator , 9 ton insulator, runners, cross beam , adjustable droppers, PG clamps, parallel contact wire pieces and any other items of IR type and insulators , arc catching assembly, insulator, glider, stabilizer and other parts of high speed PTFE type section insulators.

The price shall include necessary adjustments to ensure required parameters and smooth passage of pantograph.

Sch. 4 Sl.No.24	Erection of PTFE neutral section assembly and associate Fittings & fasteners
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The price shall cover erection and adjustment of PTFE type short neutral sections assembly as per latest DFCCIL specification. The price shall also cover supply and erection of all fittings for contact and catenary wire as necessary including supply of required dropper wire.

The price shall also include dismantling of old PTFE and handing over to DFCCIL at IMD/IMSD, if required.

The price shall also include necessary adjustment of stagger and height in OHE at adjacent locations.

Sch. 4 Sl.No.25	Erection of 25 kV DP Isolator with all material as required
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The price shall cover erection of a double pole isolator 1250/1600 Amp capacity complete with mounting base, operating rod, operating rod guides required for the operation of the isolator, jumper connectors. The price shall also cover erection of aluminum- copper strips, a pad-lock, integral lock and interlock if required, a number plate of approved design for each isolator, erection of small parts steel, operating handle works for support of isolators and for support of operating rods on gantries masts including erection of 25 KV Solid Core Post and Operating rod insulator. The price shall also cover erection of an earth contact assembly in the isolator. The price shall cover the cost of erection of 3 x 25 mm copper connections between earth contact assembly and the structures. The price shall cover erection of an interlocking mechanism on an isolator along with small parts steel if any, to permit working of two or more isolators. The price excludes provision of earthing which shall be paid separately.

Sch. 4 Sl.No.26	Erection of 25 kV SP Isolator with all material as required
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The prices shall cover erection of isolator switches of approved make 1250/1600 Amp capacity, complete with arcing horns, operating rods, operating rod guides, and mounting base including erection of 25 KV Solid Core Post and Operating rod insulator. The price shall also cover erection of a number plate of approved design and erection of small parts steel work complete with bolts and nuts etc. for support of each isolator and for support of operating rods on gantries/ masts, jumper connectors and post insulator to support jumper. The price shall also cover erection of pad lock, integral lock and interlock if required. The price

excludes the provision of electrode earthing which shall be paid separately.

Sch. 4 Sl.No.27	Dismantling of traction structure, Portals, TTC and associate SPS by cutting
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The price shall cover on flat rate basis dismantling of OHE structures or portal upright by cutting the same below ground/formation level to the required depth and handing over the same to the nominated person at nominated place as directed by Engineer. The price shall also include dismantling of drop arms, super mast, booms of the portal and their all associated fittings like SPS, bonds etc. as required at particular location. Crane charges for the purpose of dismantling are included in the flat rate. No charges for hiring crane will be paid under this item.

The dismantled structures and SPS shall be transported to respective IMD/ IMSD and handed over to concerned Executive/ Sr. Executive in charge. The price is inclusive of loading / unloading charges if weight is less than 2 .0 MT.

Sch. 4 Sl.No.28	Supply, fabrication and erection of Danger Boards on boom of height gauges
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The work shall involve provision of danger board above horizontal member of height gauge as per RDSO specification No. TI/SPC/OHE/0033 A (12/97) Rev 9 and RDSO drg. No. ETI/C/ 0069.

The size of danger board shall be 1400mm x 300mm x 2mm thick. The danger board shall have enamelled background with retro reflective letters.

Sch. 4 Sl.No.29	Supply and erection of OHE Retro reflecting number plate including plate fixing.
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The price shall cover providing and fixing of OHE Retro reflecting number plate including plate fixing with all complete accessories. The price shall include supply and fixing of galvanized clamps and fasteners.

The retro-reflective type structure number plates shall be of size 310mm X 340mm confirming to RDSO specification number ETI/OHE/33A (2197) Rev (11/12) and as per core Drawing No. RE/33/P/7503 latest duly modified 'F' as per special anti-theft requirement of DFCCIL for clamping / fixing on OHE mast / portals. The cost shall include clamping/fastening materials as per drawing enclosed(All clamps fasteners shall be galvanized as per RDSO specification No ETI/OHE/13 (4/84) ACS No 4 latest, zinc content 800 g/sqm).

Sch. 4 Sl.No.30	Supply, fabrication and erection of Caution Boards
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The work shall involve supply and fixing of 25/2x25KV caution board on left side upright of height gauge as per RDSO specification No. TI/SPC/OHE/0033 and drawing No. ETI/OHE/P/7531 Rev 'C'.

The caution board shall be of size 300 mm x225 mm size and shall be procured from RDSO/CORE approved vendor.

Sch. 4 Sl.No.31	Providing and replacing of DO Fuse at Auxiliary Transformer of 1 A/2.5A/3A/5A as per requirement.
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The price shall cover the providing and replacing of DO Fuse element at Auxiliary Transformer of 1 A/2.5A/3A/5A as per requirement.

Sch. 4 Sl.No.32	Supply & erection of retro reflective type neutral section Boards
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The price shall include supply & erection of retro reflective type neutral section Boards as per RDSO specification No. ETI/OHE/33A (12/97) Rev.8 (11/2012) or latest & drawing No. RE/33/347, 348, 349, 355 Mod.-B. The board shall be procured from RDSO/CORE/ DFCCIL approved vendor. The price shall include galvanized SPS and fasteners for fixing of boards on OHE masts/ portal upright as required.

Sch. 4 Sl.No.33	Supply & erection of "caution clearance to OHE nearby restricted"
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The price shall include supply & erection of "caution clearance to OHE nearby restricted" size 400x270x2mm as per RDSO specification No. ETI/OHE/33(8/85) or latest & drawing No. RE/33/436, Rev-C or latest. The board shall be procured from RDSO/CORE/ DFCCIL approved vendor. The price shall include galvanized SPS and fasteners for fixing of boards on OHE masts/ portal upright as required.

Sch. 4 Sl.No.34	Supply & erection of dead section caution board (power block working limit board)
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The price shall include supply & erection of dead section caution board (power block working limit board) size 450x450x2mm as per RDSO specification No. ETI/OHE/33(8/85) or latest & as per RDSO drawing No. ETI/OHE/P/7574 Rev-B or latest. The board shall be procured from RDSO/CORE/ DFCCIL approved vendor. The price shall include galvanized SPS and fasteners for fixing of boards on OHE masts/ portal upright as required.

Sch. 4 Sl.No.35	Supply and erection of 'caution unwired turnout' board
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The price shall include supply & erection of retro reflective type 'caution unwired turnout' board size 900x600mm x 2mm as per RDSO specification No. ETI/OHE/33 (8/85) or latest & drawing No. ETI/OHE/P/7573 Mod.-A or latest. The board shall be procured from RDSO/CORE/ DFCCIL approved vendor. The price shall include galvanized SPS and fasteners for fixing of boards on OHE masts/ portal upright as required.

Sch. 4 Sl.No.36	Supply and erection of Engine stop board.
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The price shall include supply & erection of retro reflective type Engine stop board size 900x600mm x 2mm as per RDSO specification No. ETI/OHE/33 (8/85) or latest & drawing No. ETI/OHE/P/7572 Mod.-B or latest. The board shall be procured from RDSO/CORE/ DFCCIL approved vendor. The price shall include galvanized SPS and fasteners for fixing of boards on OHE masts/ portal upright as required.

Sch. 4 Sl.No.37	Supply of Emergency Mast as per RDSO drawing no. ETI/C/0072 for High Rise OHE.
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The price shall include Supply & Erection of Emergency Mast as per RDSO drawing no. ETI/C/0072 for High Rise OHE. The Material supplied are guaranteed for satisfactory working for a period of 12 months from the date of commencement. The Mast shall be checked by the DFCCIL Incharge before commencement of work or supply. The price shall included the fixing of Mast at site on requirement.

Schedule-05 Additional OHE items

Sch. 5 Sl.No.01	Supply of spares, tools & equipment's required during maintenance & break downs for a period of 2 years- As per Form 1 annexure-A
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The List of Items to be required as in spare, tools, equipment is mention in the Schedule of work. The Item should be RDSO/CORE approved or as per DFCCIL specification. The Item shall be provided as per instruction & requirement of DFCCIL Representative in day to day maintenance work.

Note: For Any Clarification on Schedule of Maintenance, the DFCCIL Maintenance Manual for OHE can be referred.

Schedule-06 Manning

Sch. 6 Sl.No.01

Manning of Skilled Driver

The price shall inclusive of all charges. Drivers deployed by the contractor shall be skilled, uniformed(as prescribed by DFCCIL), well behaved, holding valid driving license and capable of undertaking minor repairs of vehicles. Drivers shall have the adequate knowledge of routes in the district of Ahmedabad, Mehsana, Gandhinagar, Kheda, Anand, Nadiad, Vadodara, Patan and Banaskantha. All the paper for vehicle like registration papers, insurance papers, certificate towards payment of road tax etc. shall be readily available with driver.

The contractor shall provide mobile phone in perfect working condition to drivers of the vehicles. No separate payment shall be made by DFCCIL for the mobile phones.

The contractor/service provider shall ensure himself about the antecedents of the driver deployed for duty. The contractor shall be completely responsible for safe running of vehicle. The contractor should submit police verification of all drivers with in two months from award of contract.

The Drivers shall adhere by the rules laid down by Transport Authority/ Motor Licensing Authority or any Authority relevant to the subject and shall always strictly follow the Traffic Rules and regulations so as to ensure safety of the passengers and material. Any challan/penalty imposed on the driver will be borne by the contractor/service provider. In case of any accident, all the claims arising out of it will be met by the Contractor/service provider.

The drivers must be capable to load material in vehicle if required. They must be neatly dressed in uniform and must carry a photo identify card provided by the Contractor/service provider.

The contractor shall ensure that the Driver deployed for performing the duties shall not be in drunken or intoxicated state. If Driver is found in drunken or intoxicated state, he will be treated as absent from duty and he will be summarily removed from this job. Decision of DFCCIL in this respect shall be final and binding on the contractor.

No change of driver(s) will be allowed normally without the prior permission of DFCCIL. Any loss to DFCCIL material or vehicles shall be claimed from the next bill.

The Contractor/service provider shall be responsible for complying with legal and labour provisions prescribed by Government of India which shall include Income Tax, Accidents, ESI, PF, Contract Labour and Abolition Act etc.

Punctuality in attendance and disciplined behaviour is of utmost importance for the driver. In case driver is not found to the satisfaction of DFCC officials/officers the same shall be changed by the contractor failing which a driver from the market would be arranged by the DFCC and double the stipulated salary shall be charged from the contractor.

DFCCIL will not provide any accommodation to driver. Contractor/ driver himself shall arrange Boarding/Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the

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nearby areas will be made by Contractor/service provider for housing of driver and parking of the vehicle(s) so that the same is available at short notice.

Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extent labour laws for which no extra payment will be made.

DAILY PROGRESS REPORT (OHE)

Power Block on sub-sector / Elementary section

Demanded			Granted	
Section	Line and elementary section	Duration	Timings	Duration

1. Staff utilized

Skilled : Semi skilled : Un skilled :

2. Details of work carried out in power block :

SN	Type of work	SOR item no of Sch 1	Unit	Quantity	Locations /section
3.1	Checking and maintenance of Cantilever assembly	Sr No 1			
3.2	Checking and maintenance of 25 KV high rise OHE conductor	Sr No 2			
3.3	Checking and maintenance of all types of 25 KV high rise OHE jumpers	Sr No 3			
3.4	Checking and maintenance of overlaps (IOL/UIOL)	Sr No 4			
3.5	Checking and maintenance of anticreep arrangement	Sr No 5			
3.6	Checking and maintenance of 25 KV isolators (SP/DP) incl earthing heel	Sr No 6			
3.7	Checking and maintenance of 25 KV high rise OHE at turnouts (By Tower Wagon)	Sr No 7			
3.8	Checking and maintenance of 25 KV high rise OHE on crossover (By Tower Wagon)	Sr No 8			
3.9	Checking and maintenance of section insulator assembly (By Tower Wagon)	Sr No 9			
3.10	Checking and maintenance of Auto tensioning device (ATD) 05 Pulley/03 pulley	Sr No 10			
3.11	Foot patrolling with one DFCCIL staff	Sr No 11			

3.12	Checking and maintenance of all type bonds including cleaning of muff	Sr No 12			
3.13	Removal of and re-erection of bonds of various type during track machine working	Sr No 13			
3.14	Checking and maintenance of leaning of high rise OHE mast	Sr No 14			
3.15	Checking and maintenance of PTFE type neutral section	Sr No 15			
3.16	Checking and maintenance of portal boom,,drop arms and fabricated masts free from bird nest.	Sr No 16			
3.17	Trimming of tree branches	Sr No 17			
3.18	Erection of 25 KV overhead equipment as per requirement	Sr No 18			
3.19	Checking and compilation of hotspot of OHE using Thermo vision camera by a skilled Engineer	Sr No 19			
3.20	Stenciling/Painting of rail level, implantation, MRL, ERL & location number etc. SED Parameters.	Sr No 20			
3.21	Painting of counter weight of ATD & guy rod assembly including marking of Y value.	Sr No 21			
3.22	Checking & Maintenance of Feeder and AEC Termination.	Sr No 22			
3.24	Drilling of hole for Bond	Sr No 23			
3.25	Maintenance of Auxiliary Transformer system at Station and ALH and TH Locations	Sr No 24			
3.25	Checking and maintenance of Arial earth wire,feeder wire and feeder termination/ Fixed anchor termination	Sr No 25			

4. General Report on OHE of the section. Preventive action suggested _____

5. Report on catenary/jumper damage in the section. Preventive actions suggested _____

6. Details of work carried out under Non-power block

7. Report of foundation/muff condition,, Leaning of masts Preventive action suggested ____

8. Report on changes in RL/Implantation, preventive action suggested_____

Station :

Contractor

Date :

Name & Designation

**Verified by
(Sr. Executive/Executive)**

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

Note: Submission of Annexures, Forms and Documents are mandatory for more instruction kindly follow clause 16.0 of GCC Part-III. Failing in submission of documents, Annexures and Forms result in cancellation of application. Filling of Annexure XXXV is mandatory on letter head of the tenderer.

Schedule of Items

Maintenance of 2 x 25 KV High Rise Overhead equipment in Iqbalgadh- Sanand section & Makarpura Yard of DFCCIL including connecting line for a period of 24 Months under Ahmedabad Unit of Western Dedicated Freight Corridor (WDFC).

OHE Maintenance Activity					
Schedule -01 Regular Maintenance Activity					
S.N	Description of Work	Unit	Qty.	Unit Rate including GST 18%	Total Amount (Rs.)
1	Checking and Maintenance of Cantilever assembly (Annually)	Each	21500	774.75	16657125
2	Checking and maintenance of 25 kV OHE conductors by Tower wagon. (Annually)	TKM	862.32	4955.82	4273502.702
3	Checking & maintenance of all type of 25 KV OHE Jumpers not covered in other items	Each	850	453.14	385169
4	Checking & maintenance of Overlaps (IOL) & (UIOL) by Tower wagon. (Annually)	Each	745	1652.28	1230948.6
5	Checking & Maintenance of Anti Creep arrangement. (Annually)	Each	500	1239.21	619605
6	Checking & Maintenance of 25 KV Isolator (SP/DP) including earthing heel arrangement if any.	Each	16	1325.52	21208.32
7	Checking & Maintenance of 25 KV OHE at Turnouts by Tower wagon. (Annually)	Each	76	1271.06	96600.56
8	Checking & Maintenance of 25 KV OHE on a cross over by Tower wagon. (Annually)	Each	70	2540.07	177804.9
9	Checking & Maintenance of Section Insulator Assembly by Tower wagon. (Annually)	Each	196	1271.1	249135.6
10	Checking & Maintenance of Auto tension Device (ATD). (Annually)	Each	1380	2683.93	3703823.4
11	Foot patrolling to be carried out along with schedule with one DFCCIL staff. (Fortnightly)	TKM	20696	147.96	3062180.16
12	Checking & maintenance of all type of bonds & BEC connection including cleaning of muffs at OHE mast .	Each	4000	29.8	119200

13	Removal of & Re erection of various type bonds during track machine working or Erection of missing/new bonds including Paint etc.	Each	3000	77.05	231150
14	Checking & maintenance of leaning of OHE mast till a new mast erected	Each	350	3533.71	1236798.5
15	Checking & Maintenance of PTFE type neutral section (Quartely)	Each	160	5387.39	861982.4
16	Checking and Maintenance of Portal boom & drop arms free from foreign body including bird nests	Each	320	394.57	126262.4
17	Trimming of tree branches to maintain minimum 5 to 6 meter clearance from OHE.	Each	2500	26.7	66750
18	Erection of 25 KV over head equipment as per requirement	Per TKM	25	42883.32	1072083
19	Checking and compilation of hotspot of OHE using Thermo vision camera by a skilled Engineer	Per Track KM	200	970.5	194100
20	Stencilling/Painting of rail level, implantation, MRL, ERL & location number etc. SED Parameters	Each	300	83.01	24903
21	Painting of counter weight of ATD & guy rod assembly including marking of Y value.	Each	500	586.7	293350
22	Checking and maintenance of Feeder Termination and AEC termination	Each	1362	356.45	485484.9
23	Drilling of hole for Bond	Each	50	39.41	1970.5
24	Maintenance of Auxiliary Transformer at Station and ALH and TH Locations	Each	488	884.71	431738.48
25	Checking and maintenance of 25 kV OHE feeder & AEC conductors excluding termination arrangement	TKM	431.16	1238.95	534185.682
Schedule 01 -Total					36157062.1

Schedule 02 - Emergency & Other maintenance activities

S.N	Description of Work	Unit	Qty.	Unit Rate including GST 18%	Total Amount (Rs)
1	Loading, unloading of DFCCIL supplied material to places directed by Engineer in charge (i.e. From station to tower wagon, station to station etc.) (applicable for material more than 2 MT)	Each occasion	30	4002.27	120068.1
2	Erection of Catenary wire splicing or Contact wire splicing.	Each	40	3091.86	123674.4

3	Replacement / Re-erection of various types of insulators	Each	250	883.68	220920
4	Breakdown attention by a gang for restoration of 25 KV OHE during accidents/ unusual occurrence for checking OHE parameters- (one gang consisting of 10 staff)	Hour	700	1567	1096900
5	Erection of traction masts & portal other than boom	Nos	40	2921.3	116852
6	Transfer of OHE equipment from one mast or support to another.	Each	100	1167.06	116706
7	Providing of road crane on hiring basis for erection of OHE mast, portal upright and portal boom or any other loading /unloading activity.	Hour	250	870.1	217525
Schedule 02- Total					2012645.5

Schedule -03 Foundation items

S.N	Description of Work	Unit	Qty	Unit Rate including GST 18%	Total Amount (Rs.)
1	Casting of all types of foundation (The rate includes supply of the material- ballast, sand, cement, mixture & reinforcement etc.)	CuM	200	7382.86	1476572
Schedule 03 - Total					1476572

Schedule -04 Additional OHE work

S.N	Description of Work	Unit	Qty. (tentative)	Unit Rate including GST 18%	Total Amount (Rs.)
1	Supply and maintenance of petrol operated telescopic pole pruner model no. HT 75 of STIHL or equivalent model of FISKAR make for tree trimming purpose	Each	6	57855.56	347133.36
2	Supply and fixing of Splicing Clamp Assembly For 150 sq. mm Contact Wire (Crocodile Type)	Each	15	5313.94	79709.1
3	Supply and fixing Catenary Wire Splice 125 Sq. mm	Each	50	2492.37	124618.5
4	Supply and fixing Feeder wire splice for 288 sq. mm AAAC conductor	Each	50	3178.96	158948
5	Supply and fixing Aerial Earth wire splice for 181.6 sq. mm ACSR conductor or Buried Earth Conductor	Each	300	1454.65	436395

6	Supply and fixing of Splicing Clamp Assembly for 107 sq. mm Contact Wire (Crocodile Type)	Each	15	2656.63	39849.45
7	Supply and fixing Catenary Wire Splice 65 Sq. mm.	Each	15	885.55	13283.25
8	Erection of Cantilevers	Each	50	1574.91	78745.5
9	Erection of material for solid core cut in insulator	Each	20	605.94	12118.8
10	Erection of material for suspension insulator	Each	20	428.1	8562
11	Erection of structure bonds	Each	300	230.1	69030
12	Supply of material for single earth electrode	Each	15	2314.7	34720.5
13	Erection of material for single earth electrode	Each	15	1046.88	15703.2
14	Slewing and refitment of OHE	Span	40	3291.92	131676.8
15	Preparation of design and drawing for over head equipment and verification as per plan	TKM	5	13184.15	65920.75
16	Erection of rolled / fabricated and galvanized traction mast, TTC, Portals, AT Mast, Feeder Mast, bridge mast etc.	MT	10	6601.24	66012.4
17	Erection of material for Guy rod assembly	Each	5	1133.05	5665.25
18	Erection of large span wire	Mtr.	200	72.42	14484
19	Erection of material for Regulating Equipment (ATD)	Each	20	4516.64	90332.8
20	Erection of Material for termination of single/double conductor of overhead equipment	Each	10	1743.58	17435.8
21	Supply and erection of Guy rod assembly	Each	5	9198.3	45991.5
22	Erection of Anti creep wire	Each	5	3267.16	16335.8
23	Erection of Section Insulator assembly and associate Fittings & fasteners.	Each	5	5604.78	28023.9
24	Erection of PTFE neutral section assembly and associate Fittings & fasteners	Each	2	7258.52	14517.04
25	Erection of 25 kV DP Isolator with all material as required.	Each	2	6348.22	12696.44
26	Erection of 25 kV SP Isolator with all material as required.	Each	2	5797.3	11594.6
27	Dismantling of traction structure, Portals, TTC and associate SPS by cutting	Mt	20	1582.24	31644.8
28	Supply, fabrication and erection of Danger Boards on boom of height gauges.	Each	10	2828.05	28280.5
29	Supply and erection of OHE Retro reflecting number plate including plate fixing.	Each	500	714.35	357175
30	Supply and erection of caution board	Each	50	452.9	22645

31	Providing and replacing of DO Fuse at Auxiliary Transformer of 1 A/2A/ 5A as per requirement.	Each	610	129.87	79220.7
32	Supply & erection of retro reflective type neutral section Boards	Each	20	1656.18	33123.6
33	Supply & erection of "caution clearance to OHE nearby restricted"	Each	10	696.7	6967
34	Supply & erection of dead section caution board (power block working limit board)	Each	10	801.11	8011.1
35	Supply and erection of 'caution unwired turnout' board	Each	10	643.82	6438.2
36	Supply and erection of Engine stop board.	Each	10	1518.1	15181
37	Supply of Emergency Mast as per RDSO drawing no. ETI/C/0072 for High Rise OHE	Each	15	90259.38	1353890.7
Schedule-04 - Total					3882081.34

Schedule-05 Additional OHE items

S.N	Description of Work	Unit	Qty. (tentative)	Unit Rate including GST 18%	Total Amount (Rs.)
1	Supply of spares, tools & equipments required during maintenance & break downs for a period of 2 years- As per annexure-A	Lumpsum	As per Site Requirement	As per annexure-A	2360000
Schedule-05 - Total					2360000

Section-06 Manning

S.N	Description of Work	Unit	Qty. (tentative)	Unit Rate including GST 18%	Total Amount (Rs.)
1	Driver Skilled	Mandays	1248	1005.36	1254689.28
Schedule-06- Total					1254689.28
Total Cost (including GST 18%)					47143050.2

Offer sheet

Description of Work:- Maintenance of 2x25 kV High Rise Over Head Equipment in Iqbalgarh- Sanand section and Makarpura Yard of DFCCIL including connecting lines for a period of 24 (Twenty Four) months under CGM Ahmedabad Unit.

S.N.	Description of Work	Estimated Cost
1	Schedule 01: Regular Maintenance Activity	36157062.1
2	Schedule 02: Emergency & Other maintenance activities	2012645.5
3	Schedule 03: Foundation items	1476572
4	Schedule 04: Additional OHE work	3882081.34
5	Schedule 05: Additional OHE items	2360000
6	Schedule 06: Manning	1254689.28
	Grand Total (Including GST)	47143050.2

Rupees Four Crores Seventy One Lakhs Forty Three Thousand Fifty only

Annexure- A			
Supply of Spares, tools & equipments required during maintenance & breakdowns for a period of 02 years			
Sr. No.	Description of Item	Unit	Rate (Including GST)
1	Counter weight Guide tubes (6.3m long) (RI NO: 5062-1 (S) for HIGH RISE OHE.	Nos	1643
2	9 Tonne adjuster complete with Both side eye (5020) for HIGH RISE OHE	Nos	667
3	Anchor Double strap (set of 2 nos of 5031) (RI NO: 5030) complete with nut ,bolt, washer & split pin (RI 5031)	Nos	190
4	Typical Structural number plate (125mm size) ((RI No 7503) Size: 310mm x 340mm x 2mm	Nos	493
5	Contact wire parallel clamp Large with GI bolt and nut 16x50/38 MM and spring washer B-16 as per RDSO Drg No ETI/OHE/P/1030-2 (Mod-D) (RI 1031-2)	Nos	249
6	Contact wire parallel clamp (part 2 Nos of 1031-3) (RI NO 1030-3) (157-65/107/150) (RI 1031-3)	Nos	503
7	Contact wire parallel clamp small Part no 1041-2 with fasteners Drg no ETI/OHE/P/1040-2 (Mod-E) (RI 1041-2)	Nos	249
8	Parallel Clamp (150/105 - 150) RI No: 1050-2 (RI 1051-2)	Nos	503
9	105 SQMM Large jumper wire annealed copper wire .	Metre	616
10	50 Sqmm flexible copper jumper wire.	Metre	270
11	Large suspension clamp to suit 288sqmm AAAC feeder wire (22.05 mm dia) complete assembly with armour tape and ferrule (RI No 1580)	Nos	1016
12	160 sqmm Large jumper annealed flexible copper wire .	Metre	1570
13	Post Insulator Jumper Clamp (set of 2 nos) (RI NO: 6094)	Nos	282
14	Terminal Connector (19mm) Multiple hole (bolted type) (RI No:1009 & 1009-1)	Nos	1643
15	Structure bonds (50X6)	Nos	632
16	Single earth electrode (RI 7021)	Nos	2803
17	GS Snap Pin 16x50 mm	Nos	36
18	GS Flat Washer 16 mm	Nos	6

19	GS Split Pin 4x32 mm	Nos	6
20	GS Split Pin 4x36mm	Nos	6
21	Anchor V Bolt	Nos	318
22	"Anchor Bolt RI-5001-3	Nos	313
23	Anchor Loop RI 5008	Nos	1489
24	GS Bolt 16x 50/30 mm with Nut & Flat washer	Nos	29
25	GS Bolt 16x 50/38 mm with Nut & Flat washer	Nos	29
26	Copper Split Pin 2.5x25 mm	Nos	4
27	Copper Split Pin 4x36 mm	Nos	9
28	GS 'J' Bolt 16X55 mm with Nut & flat Washer	Nos	43
29	GS 'J' Bolt 16X120 mm with Nut & flat Washer	Nos	78
30	GS Bolt 12x100/30 with Nut, Locknut & Flat Washer	Nos	21
31	GS Bolt 12x55/30 with Nut, Locknut & Flat Washer	Nos	17
32	GS Bolt 12x75/30 with Nut, Locknut & Flat Washer	Nos	18
33	GS Bolt 12x50/35with Nut, Locknut & Flat Washer	Nos	23
34	GS Bolt 12x200/49 with Nut & Spring washer	Nos	36
35	GS Bolt 16x40/38 with Nut, Locknut & Spring Washer	Nos	27
36	GS Bolt 16x220/57 with Nut, Locknut & Flat Washer	Nos	56
37	GS Bolt 16x260/57 with Nut, Locknut & Flat washer	Nos	62
38	GS Bolt 16x300/57 with Nut, Locknut & Flat Washer	Nos	87
39	GS Bolt 16x 360/57 with Nut, Locknut & Flat Washer	Nos	98
40	GS Bolt 20x65/46 with Nut, Locknut & tapered washer	Nos	44
41	GS Bolt 20x85/46 with Nut Lock nut & Tapered Washer	Nos	48

42	GS Bolt 16x175/44 with Nut, Locknut & Flat Washer	Nos	49
43	GS Bolt 16x 220/57 with Nut, Locknut & Flat Washer	Nos	54
44	GS Bolt 10x50/26 with Nut & Flat Washer	Nos	15
45	GS Bolt 16x65/38 with Nut, Locknut & Flat Washer	Nos	31
46	GS Bolt 16x260/100 With Nut, Locknut	Nos	59
47	GS Bolt 16x320/100 with Nut, Locknut	Nos	82
48	GS bolt 20x50/37 with Nut, Locknut & Flat Washer	Nos	43
49	GS bolt 20x260/65 with Nut, Locknut & Flat Washer	Nos	98
50	GS bolt 20x280/65 with Nut, Locknut & Flat Washer	Nos	103
51	GS bolt 20x330/65 with Nut, Locknut & Flat Washer	Nos	133
52	GS bolt 16x360/57 with Nut, Locknut & Flat Washer	Nos	98
53	GS bolt 24x70/54 with , Locknut & Copper Split Pin 5x40 mm	Nos	72
53	GS bolt 20X85/37 with Nut, Locknut & Flat Washer	Nos	70
55	Pin Contact wire Swivel Clip RI 1222	Nos	22
56	Pin Copper Split 4x36 mm	Nos	9
57	Pin Copper Split 4x40 mm	Nos	7
58	Pin Copper Split 2.5x20 mm	Nos	5
59	Pin "U" Copper for Contact Droper Clip RI 1181	Nos	14
60	SNAP HEAD Pin Clevice GS 20x65 mm	Nos	37
61	SNAP HEAD Pin Clevice GS 20x105 mm	Nos	99
62	SNAP HEAD Pin Snap Head GI 20x65	Nos	40
63	SNAP HEAD Rivet Copper 6 x 50 mm	Nos	33
64	SNAP HEAD Rivet Copper 12x65 mm	Nos	87

65	SNAP HEAD Rivet Copper 6x55 mm	Nos	33
66	SNAP HEAD Rivet Copper 6 x 50 mm	Nos	37
67	Rivet Aluminum 6x35 mm	Nos	7
68	Catenary Dropper Clip RI 1192	Nos	227
69	Contact Wire Dropper Clip RI 1181	Nos	164
70	SS Bolt 16x50	Nos	83
71	SS Nut 16 mm Dia	Nos	31
72	SS Lock Nut 16 mm Dia	Nos	25
73	SS Bolt 12 X 60 / 30 mm	Nos	52
74	SS Bolt 12x45x30	Nos	40
75	SS Bolt 10 X 35 / 30 mm	Nos	27
76	SS Bolt 10 X 25 / 30 mm	Nos	23
77	SS Bolt with Nut, L. Nut & Washer 10x65x30	Nos	52
78	SS Bolt 10x35/30 with hole	Nos	27
79	SS Nut 10 mm	Nos	17
80	SS Lock Nut 10 mm	Nos	5
81	SS Nut 12 mm	Nos	13
82	SS Lock Nut 12 mm	Nos	15
83	Bull dog clamp for 65 Sq. mm catenary (10mm dia.) copper material	Nos	688
84	Bull dog clamp for 125 Sq. mm catenary (14mm dia.) copper material	Nos	739
85	Bull dog clamp steel rope (14mm Dia) steel material	Nos	329
86	14mm dia steel rope for Emergency mast guy rod	MTR	374
87	LV junction Box for 25 kVA Auxiliary Transformer	Nos	14374

88	LV junction Box for 10 kVA AT Auxiliary Transformer	Nos	14374
89	LV junction Box for 50 kVA AT Auxiliary Transformer	Nos	15914
90	LV junction Box for 100 kVA AT Auxiliary Transformer	Nos	20021
91	Sigma Board Retro Reflective	Nos	3203
92	Supply of Retro - Reflective structure number plate as per RDSO Spec No. ETI/OHE/33A(12/97) Rev. 8	Nos	386
93	One set consisting of (i) Fuse carrier tube, glass fibre 500 mm long-1 No. (ii) Jaw tin bronze-1 No (iii) end fitting (FUSE carrier) 1 No (iv) Swivel with hook-1 no. (v) horn link 1 no. (vi) Terminal connector-2 nos, For 25 kV DO FUSE switch as per RDSO drawing nol ETI/PSI/032 REV. "D", Make IM as per CORE-ALD approved drg No. IM/120/04	Nos	5647
94	Drop out fuse (Fuse Link of 1A)	Nos	82
95	Drop out fuse (Fuse Link of 5A)	Nos	113
96	25 kV Earthing Discharge Rod for High Rise OHE With length of cable 13 mtr (11.5+1.5) mtrs with folding fibre stick of total length 6700 mm in 4 equal sections, cable size 248/0.45 mm single core flexible multi stranded annealed copper as per our CORE-ALD approved Drg No IM. 107/95 Rev- A & RDSO spec no. ETI/OHE/51 (9/87) Rev-A (oct-92)	Nos	22691
97	Operating pole for 25 kv drop out fuse switch make IM as per our core ALD approved dwg no. IM/118/04 and RDSO spect no. ET/PSI/14(1/56).	Nos	7187
PART-2	Tools & Plant (T&P) for Operation & Maintenance of OHE work		
1	Supply of GEARLESS HAND OPRATED PULLING AND LIFTING MACHINE TIRFOR, CAPACITY LIFTING 1.5 TON,PULLING 2.5 TON WITH 20MTRS STEEL WIRE ROPE TO RDSO SPECIFICATION NO. TI/SPC/OHE/TOOLPL/0990 with A & C Slip No. 1 & 2 or latest" & WDFC requirement. ACCEPTED MAKE: IM, TRACTEL , OCC, CMIS or Similar- RDSO Approved.	Nos	12834

2	Supply of GEARLESS HAND OPERATED PULLING AND LIFTING MACHINE TIRFOR, CAPACITY LIFTING 3 TON,PULLING 5 TON WITH 20 MTRS STEEL WIRE ROPE TO RDSO SPECIFICATION NO. TI/SPC/OHE/TOOLPL/0990 with A & C Slip No. 1 & 2 or latest" & WDFC requirement. ACCEPTED MAKE: IM, TRACTEL , OCC, CMIS or Similar- RDSO Approved.	Nos	21766
3	Supply of GEARLESS HAND OPERATED PULLING AND LIFTING MACHINE TIRFOR, CAPACITY LIFTING 0.75 TON,PULLING 0.75 TON WITH 20MTRS STEEL WIRE ROPE TO RDSO SPECIFICATION NO. TI/SPC/OHE/TOOLPL/0990 with A & C Slip No. 1 & 2 or latest" & WDFC requirement. ACCEPTED MAKE: IM, TRACTEL , OCC, CMIS or Similar- RDSO Approved.	Nos	9343
4	Supply of RATCHET LEVER HOIST (PULL LIFT) WITH ROLLER CHAIN (20 Meter) WITH LIFTING CAPACITY OF 3 TON. AS PER RDSO SPEC NO.TI/SPC/OHE/TOOLPL/0990 with A & C Slip No. 1 & 2 or latest" & WDFC requirement 1.4 M LIFT OR LATEST. ACCEPTED MAKE : IM, OCC, TRACTEL, SAMSON, SHAKTI or Similar- RDSO Approved.	Nos	9949
5	Supply of RATCHET LEVER HOIST(PULL LIFT) WITH ROLLER CHAIN (20 Meter) WITH LIFTING CAPACITY OF 0.75 TON. AS PER RDSO SPEC NO.TI/SPC/OHE/TOOLPL/0990 with A & C Slip No. 1 & 2 or latest" & WDFC requirement 1.4 M LIFT OR LATEST. ACCEPTED MAKE: IM, OCC, TRACTEL, SAMSON, SHAKTI or Similar- RDSO Approved.	Nos	5904
6	Supply of COME ALONG CLAMP FOR Catenary WIRE SUITABLE FOR 125 SQMM 2.5 TONNE AS PER DRAWING NO. RE/33/P/550 & WDFC requirement WITH LOAD TEST CERTIFIED Make: IM/Shree Ram Engineers or Similar- RDSO Approved.	Nos	2156
7	Supply of COME ALONG CLAMP FOR Catenary WIRE SUITABLE FOR 65 SQMM 2.5 TONNE AS PER DRAWING NO. RE/33/P/550 & WDFC requirement WITH LOAD TEST CERTIFIED. Make: IM/Shree Ram Engineers or Similar- RDSO Approved.	Nos	2156
8	Supply of COME ALONG CLAMP FOR Contact WIRE SUITABLE FOR 150 SQMM 2.5 TONNE AS PER DRAWING NO. RE/33/P/550 & WDFC requirement WITH LOADTEST CERTIFIED. Make: IM/Shree Ram Engineers or Similar- RDSO Approved.	Nos	2156

9	Supply of COME ALONG CLAMP FOR Contact WIRE SUITABLE FOR 107 SQMM 2.5 TONNE AS PER DRAWING NO. RE/33/P/550 & WDFC requirement WITH LOAD TEST CERTIFIED. Make: IM/Shree Ram Engineers or Similar- RDSO Approved.	Nos	2156
10	Supply of Come along clamp for 181 sq.mm AEC Wire (ACSR) BOLT TYPE & WDFC requirement. Make- Sri ram Engineers or similar	Nos	8789
11	Supply of Come along clamp for 288 sq.mm Feeder (AAAC) BOLT TYPE & WDFC requirement Make- Sri ram Engineers or similar	Nos	8789
12	Supply of D' Shackles made of alloy steel. Set consisting one no. shackle of each size (1", 3/4", 5/8", 1/2"). Shackles shall have loading capacity upto 5T and made as per IS: 6132 and shall be suitable for use in TRD works Make IM or Similar- RDSO Approved.	Nos	667
13	Supply of Single sleeve pulley block 3 1/2 x 1/2" groove steel with capacity 2.5 ton Make IM or similar RDSO approved.	Nos	1222
14	Supply of Double sleeve pulley block 3 1/2 x 1/2" groove steel with capacity 2.5 ton Make IM or similar RDSO approved.	Nos	1299
15	Single sleeve pulley block 3 1/2" x 1/2" groove FIBER with capacity 2.5 ton Make IM or similar RDSO approved.	Nos	1653
16	Single sleeve pulley block 6"X1" groove steel with capacity 3 ton Make IM or similar RDSO approved.	Nos	1078
17	Supply of Steel slings with eye each end 16 mm dia 1.5 mtr long. Flexible Make : IM/Mahadev/Bharat Wires/Usha Martin or equivalent	Nos	686
18	Supply of Steel slings with eye each end 16 mm dia 2 mtr long.flexible Make : IM/Mahadev/Bharat Wires/Usha Martin or equivalent	Nos	926
19	Supply of Steel slings with eye each end 16 mm dia 3 mtr long.flexible Make : IM/Mahadev/Bharat Wires/Usha Martin or equivalent	Nos	1164
20	Supply of Steel slings with eye each end 16 mm dia 4.5 mtr long.flexible Make : IM/Mahadev/Bharat Wires/Usha Martin or equivalent	Nos	1469
21	Supply of Steel slings with eye each end 16 mm dia 10 m long. Flexible Make : IM/Mahadev/Bharat Wires/Usha Martin or equivalent	Nos	2806
22	Supply of Contact wire twist cum bender for(107 Sq. mm and 150 sq.mm size wires) 6", Accepted make:IM or similar as per approved Drg No. IM/CWTB/05/12/101 Similar to RE/DNR drg.	Nos	693

23	Contact wire Splicing jig (107 & 150 Sq.mm). (Contact wire splicing jig for contact wire as per Drg. No. RE/DNR/EL/TP/110 & as per our RE approved Drg No. IM/CWSJ/05/12/103, similar to RE/DNR Drg.	Nos	5997
24	Supply of Manilla rope 20 mm dia. Circular GRADE 1 MANILA ROPE WITHOUT ROT PROFFING AS PER IS 1084: 2005 AMDS 2	Meter	140
25	Supply of Manilla rope 16 mm dia. Circular GRADE 1 MANILA ROPE WITHOUT ROT PROFFING AS PER IS 1084: 2005 AMDS 2	Meter	125
26	Supply of Manilla rope 12 mm dia. Circular GRADE 1 MANILA ROPE WITHOUT ROT PROFFING AS PER IS 1084: 2005 AMDS 2	Meter	112
27	Supply of Highly insulated fibre glass hot line stick telescopic- 10 m long with MS Hook(HIGH RISE OHE), Make:IM as per Drg No. IM/145A/05/145B/08.	Nos	13681
28	Hydraulic Crimping tools- Capacity 25 sq. mm to 400 sq. mm, Model: Ashoka-400, Make: Jainson	Nos	21849
29	Dropper making Jig and Wire straightener for 07 mm, as per Rly approved Drg No. IM/DMG/05/12/102, ,similar to RE/DNR drg.	Nos	20658
30	Supply of Insulator testing machine Tensile load Testing machine for testing of 25 kV porcelain and composite insulator as per RDSO specification No. TI/SPC/OHE/INSTEST/0090 (02/2009) with A&C slip No. of latest (Hydraulic Insulator Testing Jig) Make : BCPL or CCSPL or any other RDSO approved.	Nos	260940
31	Supply of Industrial Safety Helmet (White & Yellow) as per IS CODE 2951 : 1984 or latest Make: Karam or similar	Nos	323
32	Supply of Industrial Safety belt and harness Class:A, as per IS 3521 or latest Make: Karam or similar	Nos	1283
33	Supply of Rubber insulated Safety Hand Gloves 25/33 kV as per IS 47701991 or latest , Make: Jyoti/Vidyut/Karam	Nos	873
34	Supply of Safety Anti acid hand gloves Make: Jyoti/Vidyut/Karam or similar	Nos	175
35	Supply of Safety Shoes, Make : Allen Cooper/ Bata or similar , 7 No- 40, 8 No-40, 9 No-30, 10 No-10.	Nos	1176
36	Supply of Safety Jacket as per IS 15809 (2008) or latest	Nos	183
37	Supply of Protective Glass (Eye protection) Make: Karam/PEC/Venus	Nos	832
38	Supply of Personal tool bag	Nos	1663
39	Petroleum jelly for battery cell maintenance	KG	637

40	HRC Fuse 6A	Nos	185
41	HRC Fuse 16A	Nos	195
42	Cell tester analog (galvano meter)	Nos	1443
43	Kit kat fuse 250A	Nos	639
44	Kit kat fuse 200A	Nos	626
45	Kit kat fuse 100A	Nos	616
46	Kit kat Fuse 630A	Nos	2007
47	Battery Operated Metal Cutter Heavy Duty (PG CLAMP)	Nos	23368

FORM No. 2

**SAMPLE
STANDING INDEMNITY BOND FOR "ON ACCOUNT" PAYMENTS**

(On paper of requisite stamp value)

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

_____ vide letter of Acceptance of Tender ___ dated _____ and material handed over to us by the employer for the purpose of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the employer or as he may direct otherwise and shall indemnify the employer against any loss /damage or deterioration whatsoever in respect of the said material while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the CGM,DFCCIL/ Ahmedabad 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 _____ 20 ____ For and on behalf of M/s
_____ (Contractor) Signature of witness

Name of witness in Block letter. Address.

PRE CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (herein after called the Integrity Pact) is made on----
 -----day of the month of ----- , between, on one hand, the
 DFCCIL acting through Shri ----- Designation of the officer,
 (hereinafter called the CLIENT, which expression shall mean and include, unless the context
 otherwise requires, his successors in office and assigns) of the First Part and M/s represented
 by Shri ----- Chief Executive Officer
 (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless
 the context otherwise requires, his successors and permitted assigns) of the Second part.
 WHEREAS the CLIENT proposes to procure (Name of the Stores/Equipment/Item, Name of
 the Consultancy Service, Name of Works Contract, Name of Services) and the BIDDER is
 willing to Offer/has offered for stores or works.

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

NOW, THEREFOR,

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

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

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

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

Commitments of the CLIENT

- 1.0 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the Contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the Contract, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.1 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other

BIDDERS.

- 1.2 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such 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 Contractor any other Contract with the Government for showing or for bearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
 - 3.3 *BIDDER shall disclose the name and address of agents and representatives and Indian BIDDER shall disclose their foreign principals or associates.
 - 3.4 * BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the CLIENT that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the Contract to the BIDDER nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER either while presenting the bid or during pre-contract negotiations or before signing the Contract shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other

intermediaries in connection with the Contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the, BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or Indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Bidder's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
The term 'relative' for this purpose would be as defined in section 6 of the companies' act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealing so transactions, directly or indirectly, with any employee of the CLIENT.

4. Previous Transaction

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

5. Earnest Money (Security Deposit)

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

- i. Bank draft or a pay order in favour of-
 - ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof or payment.
 - iii. Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the article pertaining to performance Guarantee in the Contract that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by CLIENT to the BIDDER on earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER shall entitle the CLIENT to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the Contract is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the Contract, if already signed, without giving any compensation to the[A].
 - (iv) To recover all sums already paid by the CLIENT, and in case of an Indian

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

- (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.

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

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

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or subsystems 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 minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all

Project documentation of the CLIENT including that provided by the BIDOER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be und 'contractual obligation to treat the information and documents of the [A] With confidentiality.

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

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

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

10. **Law and Place of Jurisdiction**
 This pact is subject to Indian law. The place of performance and jurisdiction is the seat of the CLIENT.

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

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

BIDDER is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the Contract.

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

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

CLIENT
 Name of the Officer
 Designation
 Deptt./Ministry/PSU

BIDDER

Witness
 1.
 2

Witness
 1. -----
 2

ANTI-PROFITEERING DECLARATION

TO WHOMSOEVER IT MAY CONCERN

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

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

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tax credits which were not allowed to be availed before 1st July, 2017 or reduction in tax rates or in any other manner which results in reduction of cost of the goods/services supplied to M/s Dedicated Freight Corridor Corporation of India Limited, then Company will pass that benefit to M/s Dedicated Freight Corridor Corporation of India Limited also.

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

Signature of the Authorized signatory/ person

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

Name of the Organization and Seal

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

ANNEXURE-I

(Para 16.1(a) of General Instructions) & clause No. 14 (i), (ii) Part-I of GCC 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	

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

Note:- 1. Please enclosed-

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

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

Date:

Signature of Tenderer/s

With Seal

ANNEXURE-II

(Para 16.1(b) of General Instructions)& clause No. 6.1 &11(iv) Part-I of GCC 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. 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 understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we (insert name of the tenderer) ** *d all my/our constituents understand that my/our offer shall be summarily rejected.
10. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year.
(evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

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

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

(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

z OT	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.
- (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.

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- (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.

(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)	

I hereby certify that above mentioned work has been physically completed in all respect as per contract

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agreement. Performance of the contractor while executing the work had been satisfactory.

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

of the Concessionaire with Seal and

Signature & Name of Authorized Person
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 uptoRs. 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, Incase 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 notebelow)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) (5)-(7)	(9)	(10)
1									
2									
3									
4									
								Total	

Date Signature of Chartered Accountant

Signature of Tenderer/s with seal

NOTE :-

- 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 uptoRs. 50 lakhs

ANNEXURE-VI

(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 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:

ANNEXURE-VIII

(Para 16.1 (k) of General Instructions)

Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

(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 nonjudicial stamp of Rs.500/- duly notarized by Notary Public)

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

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

AND WHEREAS the parties herein above mentioned are desirous of entering into a joint venture for carrying out civil engineering and/or contract works in connection with Tender No. (Name of work) "As mutually decided between members of Joint Venture Agreement.

1. That we M/s..... (JV firm) on behalf of all members of this joint venture agreement agreed that M/s will be "Lead Partner" of this Joint Venture.
2. That under this MOU, the work will be done jointly by M/s The first party and M/s the second and so on in the name and style of (Name)(Joint venture firm).
3. That we JV firm M/s on behalf of all the members of JV firm shall be legally liable, severally and jointly responsible/ liable for the satisfactory/ successful execution/ completion of the works including maintenance period in all respects and in accordance with terms and conditions of the contract.
4. That we M/s JV 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. That we all the Joint Venture members authorize Mr./Ms one of the members on behalf of the JV firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive

payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/ correspondence with respect to the contract would be sent to this authorized member (Address) of the JV firm. In case the offer is submitted by the person other than those who is appointed as above and there is difference between the name of the person authorized as above and the person who digitally submitted the offer then our offer shall be deemed to be summarily rejected.

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

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

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

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

With Seal of parties

Witnesses with name & full address:-

1

2

Date.....

Place

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

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

Annexure-XII

(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 ofGCC 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 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 Executants Partner& confirm all acts,
(Signature of Sri) (Name & signature) deeds & things lawfully
done or caused to be done
by DATE 1 our said Attorney.

Place :-
Seal of Firm

2
3
4
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 have 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 atdo hereby, for and on behalf of the said firm appoint Shri (Name& designation with full address) Special Attorney of the said firm and authorize the said Shri..... (name) whose specimen signature are appended below, to do all or any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the tender No..... (Name of work)..... invited by DFCCIL.

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

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

(Signature with name of Power attorney Holder)

(Name & signature of sole proprietor)

Dated

Place.....

(Seal of Firm)

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

(Not required if tender is uploaded by Proprietor himself)

Annexure-XV

(Para 16.2.4 (D) of General Instructions & clause No. 14(c) (ii) and 15 of Part-I of GCC 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 atdo
..... hereby,
for and on behalf of the firm appoint Shri..... (Name& designation) Special Attorney of the said firm
and authorize the said Shri..... (name) whose specimen signatures are appended below, to do all
or
any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the tender
No (Name of work)..... invited by DFCCIL.

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

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

(Signature of Shri.....)

Authorized signatory of the firm

Dated.....

Place

Seal of Firm

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

MODEL FORM OF BANK GUARANTEE BOND FOR PG

To
CPM
DFCCIL, Ahmedabad

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 ----- a n d ----- for ----- (hereinafter called "the said Agreement"), of Performance Guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. ----- (Rupees -----only) we, ----- (hereinafter referred to as "the Bank" at the request of ----- (contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. ----- --against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
3. We----- (indicate the name of the bank) i.e (name, address and branch code) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
4. We under-take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier (s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal .
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
5. We..... (Indicate the name of bank) i.e (name, address and branch code) further agreed with the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance/of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (office/Department) Ministry of ----- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on in writing on or before the ----- we shall be discharged from all liability under this guarantee thereafter.
6. We..... (Indicate the name of bank) i.e..... (name, address and branch) further agree with the government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to post opens for any time or from time to time any of the powers exercisable by the Government against the said, Contractor(s) and to further or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/Supplier(s).
8. We ----- (indicate the name of bank) i.e (Name, address and branch code) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

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

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

ANNEXURE-XVII

(Para 16.2.7.4 (c) of General Instructions & Clause No. 17.14.3 (a) of Annex.I Part-I of GCC APRIL-2022, with up to date correction slip)

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)**

(1) (Indicate name of firm)
2
We the following partners of M/s
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
CPM
DFCCIL, Ahmedabad

Sub: -Construction works executed and payment received

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

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

Yours sincerely,

Date: ...

(Name & Sign. Of Authorized Signatory)

Seal of firm

Registration No:-

E-Mail:-

Note :

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

Annexure -XX

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

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

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

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

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

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

Signature Name:
Address:
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.....

Clause No. 16.2.5(c) of General Instructions &
Clause No. 14(f)(iii) Annex.I Part-I of GCC APRIL-2022,with up to date correction slip

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

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS

OF _____ (LLP Name) having LLPIN _____ of 20

(Hereinafter referred to as LLP) HELD ON (Date) _____ AT (Address)

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

name“ _____ ”.

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

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

Resolved further that the LLP/Partners authorize(s), Mr./ Ms. _____ & Mr./ Ms.

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

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

_____ the person(s) above named.

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

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: _____

Designation: _____

Place:

Dated:

Executed and Signed before me on this day of At

..... (place).

(Seal and signature of Notary Public)

Note:-

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

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 theAct(Name of the act vide which registered), and having its registered office at (hereinafter called the '**Registered Society / Registered Trust**').

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

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

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

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

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

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

IN WITNESS WHEREOF this deed has been signed and sealed

Shri (name and designation), on thisday of20.... , in presence of:

WITNESSES:

Signature Name:
Address:

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

Name of authorized Executants): rep
Designation:

Signature Name: Address: b

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)

Annexure-XXIII

Clause No. 16.1(n) of General Instructions Information and particulars in terms of Para 11(a) and 11(b) of General Instructions and Clause No. 16 of Annexure-I Part-I of GCC 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 applicable) (wherever
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 applicable) (wherever
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 applicable) (wherever
1.			
2.			
3.			
4.			

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

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

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

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

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

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

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

Signature of the tenderer.....

Name.....

Annexure-XXIV

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

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS
OF _____ (LLP Name) having LLPIN of 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 thisday of At (place).

(Seal and signature of Notary Public)

Annexure : XXV

Clause No. 16.2.5(d) of General Instructions

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

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

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S

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

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

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

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

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

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

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

in presence of:

WITNESSES:

Signature Name: Signatures of authorized representative & Seal of LLP:
Address:

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

ANNEXURE-XXVI

(Para 16.2.7.6 (c) of General Instructions)

SPECIMEN RESOLUTION OF EXECUTIVE COMMITTEE OF REGISTERED SOCIETY/TRUST

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

FOR ENTERING INTO JV WITH OTHER ENTITIES

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

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

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

Name and Signed by authorized

Executants/s of Registered Society/Trust

Note:-

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

(Para 16.2.7.6 (c) of General Instructions)

SPECIAL POWER OF ATTORNEY

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

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

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

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

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

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

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

Date:-

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

**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 Ahmedabad 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: -----

((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.

(Para 16.2..2 (b) of General Instructions)
(Clause14 (ii) (b) and clause 15 of the GCC APRIL-2022)

**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.infor 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.

Members of the HUF (Signature of Sri
(Name & signature)

DATE

1

2.....

Place.....

3

4.....

Seal of Firm

Seal of Firm

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

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

ANNEXURE-XXXI

((Para 16.2.3 (c) of General Instructions) Explanation of clause 10- eligibility criteria, of the GCC APRIL-2022)

DECLARATION BY NEWLY FORMED PARTNERSHIP FIRM/ LLP Firm

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

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

1. That, we are the newly formed partnership firm/ LLP Firm in the name and style of M/s Registered with registrar of firm vide Registration No dated

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

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

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

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

Declaration by the Tenderer:-

We/ I have read the content of this declaration & respective conditions of the GCC regarding assessment of the eligibility of our partnership firm/ LLP firm and have/ has enclosed all the required mandatory documents

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

Name and Signature of Tenderer along with Seal

Notes-

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

ANNEXURE-XXXII

((Para 16.2.3 (d) of General Instructions) Explanation of 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 Partner(s) 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 of 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 M 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

alongwith seal.

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

clause 10.1 (b) (iii) of part I and clause 7 of part II of the GCC APRIL-2022)

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-----
..... setforth in for the component detailed in schedule for the total cost of Rs of the tender schedule of the tender noThe 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 subcontractor 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/CGM, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.

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

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

Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. Once having

entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of DFCCIL, with prior intimation to CPM/CGM.

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.

Undertaking

I/We certified that all the certificates produced by our firm is genuine and not fake and declare that all the details given by our firm in the format are true and correct nothing has been concealed therein. If discrepancy found in our application format or false at any stage them I/ we shall be liable for all consequential action including cancellation of correct.

.....
.....

Place:

Date:

Signature of the Tenderer /S

END OF DOCUMENT