



Tender No.: DFCC-DDU-EL-GS-LT-SS-T011

Name of Work: Provision for LT Sub-Station and augmentation of power supply arrangement in DFCCIL Office Complex at DDU Under CGM DDU Unit.

**Single Packet
OPEN E-TENDER**

**TENDER DOCUMENT
(NOT TRANSFERABLE)**

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

INDEX

PART	DESCRIPTION	PAGE NO.
PART - I	Notice Inviting Tender	03-06
PART – II	Instructions to bidders for Online bidding & Checklist	07-10
PART – III	Preamble & General Instructions to Tenderers	11-37
PART – IV	General Conditions of Contract	38-39
PART – V	Special Conditions of Contract	40-66
PART – VI	Prices and Payment	67-78
PART-VII	Explanatory Notes of Schedule Items	79-83
PART- VIII	Milestones and Time Schedule	84-85
PART-IX	Tender Annexures, Forms & Financial offer	86-144
PART-X	Drawings	145-146
	END OF DOCUMENT	147

Total Pages: 147

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

PART-I

NOTICE INVITING TENDER

Dedicated Freight Corridor Corporation of India Limited
(A PSU under Ministry of Railways)



Manas Nagar Railway Colony, Near RPF post,
Pt. Deen Dayal Upadhyay Nagar (Mughalsarai), Post Office- Alinagar
District – Chandauli, Pin -232101 Email-cpmmgs@gmail.com

NOTICE INVITING TENDER (NIT)

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

S.N.	E-Tender No.	DFCC-DDU-EL-GS-LT-SS-T011
1	Name of Work	Provision for LT Sub-Station and augmentation of power supply arrangement in DFCCIL Office Complex at DDU Under CGM DDU Unit.
2	Estimated Cost of Work	Rs. 39,62,948.00/- (Rupees Thirty Nine Lakh Sixty Two Thousand Nine Hundred Fourty Eight Only) including GST
3	Completion Period	Total 09 (Nine) Months
4	Tender Fee	Rs. 3,000/- + GST @18% = 3540/- (Rs. Three Thousand Five Hundred Forty only) to be paid online through payment gateway provided at www.ireps.gov.in
5	Earnest Money	Rs. 79,300/- (Rupees Seventy Nine Thousand Three Hundred Only) to be paid online through payment gateway provided at www.ireps.gov.in .
6	Availability of Bid documents	From 18.10.2024 on www.ireps.gov.in
7	Download bid documents up to	15:00 Hrs. of 08.11.2024 on www.ireps.gov.in
8	Last date & time of online receipt of bid	15:00 Hrs. of 08.11.2024 on www.ireps.gov.in
9	Date & Time of Start of the Bidding	Bidding will be started from 25.10.2024 up to closing Date &Time
10	Date and time of Online opening of bid	15.30 Hrs. of 08.11.2024 on www.ireps.gov.in
11	Validity of offer	120 Days from the date of opening of tender.
12	Security Deposit	5% of Contract value
13	Performance Bank Guarantee	Performance Guarantee (PG) have to be submitted within 21 (twenty-one) days from the date of issue of Letter of Acceptance (LOA), amounting to Five percent (5%) of the contract value in the form as given in clause 16.4 of GCC.
14	Defect Liability Period	12 Months

DFCC-DDU-EL-GS-LT-SS-T011

15	Address of Communication	Office of the Chief General Manager, Dedicated Freight Corridor Corporation of India Ltd. Manas Nagar Railway Colony, Near RPF Post, Pt. Deen Dayal Upadhyay, Post Office: Alinagar, Chandauli- 232101, Uttar Pradesh. Tel: 0141-3103235, 0141-3103220, Website: https://dfccil.com
16	Help Desk for E-Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature, contact at Help desk of www.ireps.gov.in and phone No.-011-23761525
17	Availability of Tender Documents	The Tender documents can be downloaded from www.ireps.gov.in Tenderer who wishes to view free Notification and Tender Documents can visit www.ireps.gov.in DFCCIL may issue Addendum (s)/Corrigendum (s) to the Tender document, if any, which shall be issued at least 15 days in advance of date of opening of tender and placed on the website www.ireps.gov.in only.

Note-1. Tender documents should be downloaded from the website address www.ireps.gov.in.

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

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

DFCC-DDU-EL-GS-LT-SS-T011

7. Any further addendum/Corrigendum for this tender will be posted in DFCCIL tendering portal website <https://www.ireps.gov.in> only. Interested bidders are advised to check website regularly for any Addendum/ Corrigendum.
8. DFCCIL reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
9. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them, subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 8 of Notice Inviting Tender.
10. Information required as per various Forms to tender document should be submitted by the tenderers without fail strictly as per formats.

**Chief General Manager
DFCCIL, DDU**

PART-II

Instructions to Bidders for Online Bidding & Check List

A. Instructions to bidders for online bidding

General: -Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is new methodology for conducting Public Procurement in a transparent and secured manner. Supplier/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL has decided to use the portal (www.ireps.gov.in), a Government of India Undertaking. Benefits to Suppliers/ service providers are outlined on the Home page of the portal. E-tendering site- <https://www.ireps.gov.in> / its link at www.dfccil.com (Help desk of IREPS: 011 -23761525). The tenderer/bidders must have Class-III Digital Signature Certificate & must be register on IREPS portal. Only registered tenderer/bidders can participate on e-Tendering. All relevant documents must be uploaded at the time of participating in e-Tendering.

Instructions:-

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

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

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

DFCCIL Contact- 1	Sh. Pradeep Kumar Gupta
Telephone/Mobile No.	7355049757
E-mail ID	pkgupta1@dfcc.co.in

DFCCIL Contact- 2	Sh. Randhir Singh
Telephone/Mobile No.	7897587779
E-mail ID	rsingh3@dfcc.co.in

Name	CGM DFCCIL DDU
Bank account number	356101010200796
IFSC code	UBIN0546836
Bank Name	Union Bank of India
Bank Branch	Mughalsarai

7. Modification / Withdrawal of bids:

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

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

9. Other instructions

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

B. Check list for Mandatory Documents: -

CHECK LIST			
CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE SUBMITTING THEIR TENDERS. THE TENDERER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPLIED BEFORE SUBMITTING THE TENDER DOCUMENT:-			
S. N	Clause in tender document	Documents	Done or Not
1.	Para 1.8 of Part III page no. 13 & 139	Tender form (Annexure no. I)	
2.	Para 2.14 of Part-III page no.15 & 142	Format for certificate to be submitted / uploaded by tenderer along with the tender documents (Annexure no V)	
3.	Para 5 of Part-III page no. 20 & 146	Bid security in accordance with Para 5 with Part –III of Preamble and General Instructions to Tenderers. (Bid security) bank guarantee bond from any scheduled commercial bank of India. (Annexure –VIA)	
4.	Tender Document page no. 175	Applicant's party information form (Form no-2C)	
5.	Tender Document page no. 176	ECS/ NEFT / RTGS mandate form (Form no-3)	
6.	Tender Document page no. 178	Pre contract integrity pact (Form no-5)	
7.	Tender Document page no. 184	Anti-profiteering declaration to whomsoever it may concern (Form no-6)	
8.	Para- 4 Part-III page no. 19	Certificate for provision for medium & small enterprises (MSE) (If applicable)	
9	Para-14 of Part-III page no. 27	The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.	
10.	Para 11 of part III page no. 26	Relevant documents as per para 11 of part III of Preamble and General Instructions to Tenderers.	
11.	Para 10.1 (c) of Part-III page no. 24	Electrical Contractor License	
12.	Tender Document Page No. 4	Scanned copy of proof of money deposited against Earnest money & Tender Document Cost.	
13.	-	GST Registration Certificate	
14.	All the Annexures & Forms properly filled up and relevant documents attached and indicated in Forms, (If applicable).		
15.	Rates to be quoted on rate sheet online only		

PART - III

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

PART-III

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

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

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

1.1 Dedicated Freight Corridor

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

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

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

1.2 Scope of Work

On behalf of President of India, Chief General Manager, Dedicated Freight Corridor Corporation of India Ltd. Manas Nagar Railway Colony, Near RPF Post, Pt. Deen Dayal Upadhyay, Post Office: Alinagar, Chandauli- 232101, Uttar Pradesh, India herein after referred to as 'DFCCIL' is inviting e-tenders from Firms/ Companies/Joint Ventures having requisite experience and financial capacity for execution of the following work:

“Provision for LT Sub-Station and augmentation of power supply arrangement in DFCCIL Office Complex at DDU Under CGM DDU Unit.”

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

- 1.4 Location-** Works is to be executed at DFCCIL Office complex DDU in Uttar Pradesh under the jurisdiction of Chief General Manager /DFCCIL/DDU Unit. However, DFCCIL reserves

right to change the site of work anywhere in adjacent / adjoining area of the work, the contractor shall be bound to execute the work without any extra cost.

- 1.5 Drawings for the Work:** The Indicative Drawing for the work can be seen in the office of the Chief General Manager/ DFCCIL/DDU at any time in working hours during working days. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based on the indicative drawing to be prepared by the successful Tenderer.

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

- 1.6 Quantum of work and materials:** The indicative schedule of quantities of various items of works is included in Form No.-1 of the tender documents.
- 1.7** Schedule of Prices mentioned in Form No.-1 (tender Annexures & Forms) of BID DOCUMENTS lists out the Schedule of Prices for various items. Based on these, the total tender value has also been worked out.

- 1.8 Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:

- (a) Tender Forms – First Sheet
- (b) Special Conditions (enclosed)
- (c) Bill(s) of quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of DFCCIL/ Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of Chief General Manager/ DFCCIL/DDU or obtained from the office of the Chief General Manager/ DFCCIL/ DDU on payment of prescribed charges.
- (e) Standard Schedule of Rates (SSOR) as amended / corrected up to latest correction slips, copies of which can be seen in the office of Chief General Manager/ DFCCIL/ DDU or obtained from the office of the Chief General Manager/ DFCCIL/ DDU on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

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

- 1.9 Cost of Tender documents downloaded from internet**

For submitting the tender, the Tender documents and Amendment(s), if any, is/are available on www.ireps.gov.in and the same can be downloaded and used as tender documents for submitting the offer. The cost of the tender document is indicated in NIT. The cost of the tender document shall be deposited through e-payment mode at www.ireps.gov.in only. In case, the cost of the tender document as detailed above is not deposited, tender will be summarily rejected.

- 1.10** Complete tender documents must be submitted online duly completed in all respect up to the scheduled date and time mentioned in the Notice Inviting E-Tender. In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time. Any modified date and time for submission of tenders shall be uploaded on DFCCIL website <https://dfccil.com> and www.ireps.gov.in.

DFCC-DDU-EL-GS-LT-SS-T011

- 2.1 Form of Tender** - The Tender documents shall be in Single packets viz:- “containing All tender papers & Schedule of Prices. Detailed credentials as per the requirement of eligibility criteria and all tender papers including Summary of Prices and Schedule of Prices are to be submitted in "BID”.
- 2.2 Tender Bid** - The Tender Bid shall be submitted through online only on website www.ireps.gov.in as Eligibility/Qualifying element of the Tender Bid along with other documents mentioned in tender document.
- 2.3 Single Packet Tender-** In case of tenders costing less than Rs. 10 Crore single packet tender system will be followed and technical & financial offer of the tenderer/s shall be opened and evaluated at the same time.
- 2.4 Two Packets System of Tendering (Not Applicable for this tender):** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.
(As per Clause No. 7A of Part-I of GCC APRIL-2022, with up to date correction slip)
- 2.5 Pre-Bid Conference (Not Applicable for this tender):** Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, DFCCIL/Railways shall conduct Pre-Bid Conference(s) with the prospective bidders.
(As per Clause No. 7B of Part-I of GCC APRIL-2022, with up to date correction slip)
- 2.6 Permission to Bid for a bidder from a country which shares Land boundary with India:** Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.
(As per Clause No. 7D of Part-I of GCC APRIL-2022, with up to date correction slip)
- 2.7** Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
(As per Clause No. 4 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)
- 2.8** All communication between the Employer and the tenderer shall be in writing. For the purposes of seeking clarification, the Employer's address is: **Chief General Manager, Dedicated Freight Corridor Corporation of India Ltd. Manas Nagar Railway Colony, Near RPF Post, Pt. Deen Dayal Upadhyay, Post Office: Alinagar, Chandauli- 232101, Uttar Pradesh, India** Telephone: +91-141-3103235, Fax number: +91-141-3103200. Electronic mail address: pkgupta1@dfcc.co.in and rsingh3@dfcc.co.in
- 2.9 Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

DFCC-DDU-EL-GS-LT-SS-T011

(As per Clause No. 4 of Part-I of GCC APRIL-2022, with up to date correction slip)

- 2.10** Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case tenderer/s still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. DFCCIL will not take cognizance of any other conditions / variations from the tender stipulations mentioned at any other place in the tender documents.
- 2.11** The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tender in which bidder has participated and Bid Security of all such tenderers shall stand forfeited.
- 2.12** **Withdrawal of Tender:** No tender can be withdrawn after scheduled date and time of submission and during tender validity period.
- 2.13** **Care in Submission of Tenders:**
- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
 - (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
 - (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL/Railways immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
 - (a) (iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the DFCCIL/Railways shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
 - (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
 - (c) The DFCCIL/Railways \ will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- (As per Clause No. 6 of Part-I of GCC APRIL-2022 with up to date correction slip)

- 2.14** The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V**. Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the

DFCC-DDU-EL-GS-LT-SS-T011

tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

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

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

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

3.0 Opening of Tender:

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

3.1 Preliminary examination of bids

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

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

- 3.3 **Clarification of Bids:** To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the DFCCIL/Railways may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the DFCCIL/Railways shall not be entertained or considered. The

DFCC-DDU-EL-GS-LT-SS-T011

DFCCIL/Railways request for clarification and the response of the bidder in this regard shall be in writing.

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

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

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

3.5 **Tenderer's Address**

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

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

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

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

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

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

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

3.10 Negotiation: Should DFCCIL decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the following form of declaration before commencement of negotiations? "I. do declare that in the event of failure of contemplated negotiations relating to Tender No..... dated my original tender shall remain open for acceptance on its original terms and conditions".

3.11 **Site Inspection:** Tenderers are requested to inspect the site and carry out careful examination

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

3.12 Canvassing

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

3.13 Award of Contract

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

3.14 Security Deposit on Acceptance of Tender:

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

3.15 Execution of Contract Document: The Tenderer whose tender is accepted shall be required to appear in person at the office of Chief General Manager, Dedicated Freight Corridor Corporation of India Ltd. Manas Nagar Railway Colony, Near RPF Post, Pt. Deen Dayal Upadhyay, Post Office: Alinagar, Chandauli- 232101, Uttar Pradesh, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from DFCCIL/Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by DFCCIL/Railways only after submission of valid Performance Guarantee by the Contractor. In such cases the DFCCIL/Railways may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the DFCCIL/Railways shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

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

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

- (a) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure- IV.

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

3.17 Understanding and Amendments of Tender Documents:

1. The bidder must own all responsibilities and bear all cost for obtaining all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
2. The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and should obtain at his own cost all information that may be necessary for preparing the bid and execution of the contract. The cost It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.
3. At any time prior to the deadline for submission of bids, DFCCIL may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Amendment, which shall be part of the Tender documents.
4. DFCCIL may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

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

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

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

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

Falling (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

4. Definition of MSEs owned by SC/ST is as give below:

- (i) In case of proprietary MSE, proprietors (s) shall be SC/ST.
- (ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.

DFCC-DDU-EL-GS-LT-SS-T011

- (iii) In case of Private Limited Companies at least 51% share shall be held by SC/ST promoters.
5. All bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/tender process or other tender requirements and L-1 price.
6. The above facilities shall not be applicable for the items for which they are not registered.
7. The tenderer (s) shall submit copy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the Policy. The MSMEs shall also submit a copy “Entrepreneur’s Memorandum (Part-II)” of the concerned district centre where the unit is established.
8. Registration of Udyog Aadhar Memorandum (UAM): All Micro, Small and Medium Enterprises (MSMEs) bidders are required to declare UAM Number on CPPP / <https://www.ireps.gov.in> failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for tenders invited electronically through CPPP / <https://www.ireps.gov.in>.

5. Bid Security:

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

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

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL/Railways.
- (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL/Railways shall not

DFCC-DDU-EL-GS-LT-SS-T011

be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of **90 days** beyond the bid validity period.
- (3) **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids.
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the ***** Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

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

- 6.(a) Subject to exemptions provided under para 5(1) (a) of Part-III (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Railway/DFCCIL. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank

DFCC-DDU-EL-GS-LT-SS-T011

guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the DFCCIL.

- (c) If his tender is accepted,
 - (i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
 - (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.
 - (iii) The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the DFCCIL shall return the Bid Security so retained as per sub para(c) above, to the Contractor.

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

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

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

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

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

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

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

10. Eligibility Criteria:

10.1 Technical Eligibility Criteria:

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

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

Definition of Similar nature of work: - “The tenderer shall be an experienced firm who have completed Supply, erection, testing & Commissioning of HT/LT Sub-Station/ Power Supply augmentation.” (Not applicable for Tender value less than 50 Lakhs.)

(b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

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

Note for b(1): Separate completed works of minimum required values shall also be considered for fulfilment of technical eligibility criteria for different components.

(b)(2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:

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 subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.

DFCC-DDU-EL-GS-LT-SS-T011

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

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

Note for Item 10.1:

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

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

(As per Clause No. 10 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)

(c) ELECTRICAL CONTRACTOR LICENSE—

- (i) The Contractor should have valid A-Class Electrical license to be submitted along with tender failing which tender would be consider ineligible (i.e. not eligible).
- (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.
- (iii) The successful tenderer shall furnish the names and particulars of the certificate of competency of supervisor and workmen to be engaged for carrying out this work.

10.2. Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or ‘V’ whichever is less; where

V= Advertised value of the tender in crores of Rupees

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

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

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

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

10.3 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula

detailed as Annexure-VI. (Not applicable for this Tender)

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

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

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

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

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

[Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 - Eligibility Criteria:

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

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

5. *If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (above)), the same shall be considered for the purpose of fulfillment of credentials.*

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

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

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

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

11. Tenderer Credentials:

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

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the DFCCIL there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto five years.
(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the DFCCIL shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to five years.

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

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

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

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

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

14. Documents to be Submitted Along with Tender

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

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

(a) Sole Proprietorship Firm:

- (i) All documents in terms of Para 10 of part III above.

(b) HUF:

- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
(ii) All other documents in terms of Para 10 of the part III above.

(c) Partnership Firm:

- (i) All documents as mentioned in para18 of the part III.

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

(e) Company registered under Companies Act2013:

- (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
(ii) A copy of Certificate of Incorporation
(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
(iv) All other documents in terms Para 10 of the part III above.

(f) LLP (Limited Liability Partnership):

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

DFCC-DDU-EL-GS-LT-SS-T011

- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by DFCCIL/Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of Para 10 of the part III.
- (g) Registered Society & Registered Trust:**
 - (i) A copy of Certificate of Registration
 - (ii) A copy of Memorandum of Association of Society/Trust Deed
 - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
 - (iv) A copy of Rules & Regulations of the Society
 - (v) All other documents in terms of Para 10 of the part III above.
- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in DFCCIL's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV shall be considered only where permissible as per the tender conditions.
- (vi) The DFCCIL will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. DFCCIL may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

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

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

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

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have

DFCC-DDU-EL-GS-LT-SS-T011

signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

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

16. Employment/Partnership etc. of Retired DFCCIL Employees:

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

AND

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

THEN

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

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

Note: -If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

(As per Clause No. 16 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022,

with up to date correction slip.)

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

- 17.0 Participation of Joint Venture (JV) in Works Tender:** This para shall be applicable for works tenders wherein tender documents provide for the same.
- 17.1** Separate identity/name shall be given to the Joint Venture.
- 17.2** Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
- 17.3** A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.
- 17.4** The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
- 17.5 Bid Security shall be submitted by JV or authorized person of JV either as:**
- (i) Cash through e-payment gateway or as mentioned in tender document, or
 - (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.
- 17.6** A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV alongwith the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- 17.7** Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.
- 17.8** Approval for change of constitution of JV shall be at the sole discretion of the DFCCIL. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 17.9** Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as

per contract conditions.

- 17.10** On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 17.11** On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted alongwith the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the DFCCIL/Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
- 17.11.1** Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the DFCCIL for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the DFCCIL/Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 17.11.2** Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- 17.11.3** Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 17.12** Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.
- 17.13** No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the DFCCIL in respect of the said tender/contract.
- 17.14** Documents to be enclosed by the JV alongwith the tender:
- 17.14.1** In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
 - (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,

DFCC-DDU-EL-GS-LT-SS-T011

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

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

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

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

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

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

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

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

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Rules & Regulations of the Society

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

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

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

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

(a) For Works without composite components

The technical eligibility for the work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For works with composite components

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

Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum 10%of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

Note for Para 17.15.1:

- a) *The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.*
- b) *Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.*

17.15.2 Financial Eligibility Criteria

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

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

Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent

of the concerned member's share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.

17.15.3 Bid Capacity

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

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

18.0 Participation of Partnership Firms in works tenders:

- 18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.
- 18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from DFCCIL and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the DFCCIL/Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.
If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform DFCCIL beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.
- 18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

DFCC-DDU-EL-GS-LT-SS-T011

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

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

(a) Joint and several liabilities:

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

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

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

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

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

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

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

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

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

(iv) All other documents in terms of Para 10 above.

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

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 above.

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

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

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

DFCC-DDU-EL-GS-LT-SS-T011

(Signature)
(Designation)

Signature of Tenderer(s) _____

DFCCIL

Date _____

Date _____

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

Part IV
STANDARD GENERAL CONDITIONS OF CONTRACT

DFCC-DDU-EL-GS-LT-SS-T011

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

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

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

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

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

Chapter V

SPECIAL CONDITIONS OF CONTRACT

1.1 INTRODUCTION

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

CGM/DDU unit have jurisdiction from DDU (Uttar Pradesh) to CPBN/SEBN (Bihar).

1.2 GENERAL

- 1.2.1 This Tender shall be governed by Preamble and General instructions to tenderers, General condition of Contract, Special conditions of contract, Technical Specifications, Additional Technical specifications (if any), Drawings, Forms, Annexures, etc.
- 1.2.2 If there are varying or conflicting provisions in the documents forming part of the contract, Engineer shall be deciding authority with regard to the intentions of the provision and decision of Engineer will be final and binding on the contractor.
- 1.2.3 **Scheme of work:** - Within a period of 15 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for execution of work and various documents enumerated in tender papers to the employer

1.3 GENERAL DESCRIPTION OF SITE AREA, CLIMATIC CONDITIONS AND SYSTEM PARTICULARS

- 1.3.1 The tenderer(s) are requested to visit the area of work and ascertain himself /themselves with the proposed works / services, surroundings and prevailing law and order conditions.
- 1.3.2 The location of work is located in the state of Haryana & Rajasthan.

1.4 SCOPE OF WORK:-

Provision for LT Sub-Station and augmentation of power supply arrangement in DFCCIL Office Complex at DDU Under CGM DDU Unit.

- 1.4.1 The *brief scope of work covers* “**Provision for LT Sub-Station and augmentation of power supply arrangement in DFCCIL Office Complex at DDU Under CGM DDU Unit.**”
- 1.4.2 **Place of work-** In the jurisdiction of CGM/DFCCIL/DDU, at DDU in the state of Uttar Pradesh . The work shall be executed under supervision of authorized representative of CGM/DDU or PM/GM/EL/DDU. If required by DFCCIL any other station/Site may be included under Schedule of work and no additional charges shall be given for this.
- 1.4.3 Quantities in schedule annexed to Contract- The quantities set out in the accepted schedule of rates with item of work quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfillment of his obligations under the contract. The actual/final quantity shall be executed as per approved design and drawing which is to be prepared by contractor if required. All the

design calculations, if any, shall be done by contractor before execution of work. The contractor shall be responsible for any wastage of material due to mistake in design calculations.

1.5 New item of work – If during execution of the work, the contractor is called upon to carry out any new item of work not included in schedule of prices, the contractor shall execute such work at such prices as may be mutually agreed with the purchaser before commencement. However, DFCCIL reserves right to change the site of work anywhere in adjacent / adjoining area of the work in the jurisdiction and the contractor shall be bound to execute the work without any extra cost.

1.6 LOCAL CONDITIONS:

1.6.1 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. The DFCCILs shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of completion of work on account of any local condition or factor shall be entertained after the offer is accepted.

1.6.2 The intending 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 papers are adequate and all inclusive, for the completion of works to the entire satisfaction of the DFCCILs.

1.6.3 In the event of the intending tenderer desiring to have a field survey before furnishing his tender/quotations, he may apply to DFCCILs for permission in this regard. The DFCCILs will give such permission in writing but all the expenses in this regard will be borne by the tenderers.

1.6.4 The intending tenderer is advised to study the tender papers carefully, any submission of a bid by the tenderers shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his offer. Failure to adhere to anyone of these instructions may render his offer liable to be ignored without any references.

1.7 RIGHT TO ALTER THE SCOPE OF WORK:

DFCCIL reserves the right to alter the scope of work as mentioned in item No. 1 of the Scope of the work and Special conditions as well to drop portion of the work within the time of tendering and awarding the contract. Contractor shall be prepared to carry out the work at any other specified locations depending up on the requirement, as directed by Railway officials at site.

1.8 INTEGRATION WITH EXISTING WORKS:The tenderer should keep in mind, visit the location of works, take due note and give proper consideration of integrating the new works (sometimes on replacement account) with the existing system.

1.9 ELECTRIC SUPPLY: The contractor shall make his own arrangements for electricity required by him for the purpose of execution of the contract. However, the DFCCIL shall arrange the required power supply for testing and commissioning of the works completed by the contractor

1.10 SCHEME OF WORK AND PROGRESS REPORT:

1.10.1.1 The Contractor shall within fifteen (15) days of the date of award of the contract submit a BAR/PERT CHART and scheme for the execution. The contractor shall indicate in the form of notes of the assumptions and the basis adopted for the preparation of this BAR/PERT CHART.

1.10.1.2 The contractor shall submit a monthly progress report detailing the actual progress made in all activities as compared to the above BAR/PERT CHART. The monthly progress report shall indicate the reasons for the variations if any between the schedule quantities and actual progress, the action proposed and corrective measures required wherever necessary.

1.11 INDIRECT TAXATION

In the event of any new indirect taxation being imposed after the date of opening of tender and of being of such a nature that the contractor has to bear additional cost of material directly on account of such additional taxation the purchaser shall reimburse the contractor for such additional costs on receiving satisfactory proof that such taxation was legally leviable and that the contractor has actually incurred the additional costs.

1.12 FORCE MAJEURE:

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

1.13 AGREEMENT: The successful tenderer shall within 14 (fourteen) days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and lodge the same with purchaser together with the conditions of contract, specification and schedule of prices referred to therein duly completed

1.14 Inspection: Quality of work carried out by the contractor is subject to periodical inspections by DFCCIL Railway Engineers of various levels as per the schedules laid down

by DFCCIL. Any shortfall in the quality of work shall be subject to penalties / Recoveries as per prevailing conditions

1.15 SUPPLY OF MATERIAL:

- 1.15.1 All the material shall be as per recommended RDSO specifications as applicable.
- 1.15.2 Contractor will submit the delivery Challan form in the office of PM/GM/EL/DDU or his authorized representative Engineer officer indicating supplied quantity of material duly certified by APM/ Dy. PM for their respective jurisdiction. Further, they will also verify & certify that material supplied is as per recommended RDSO specification as applicable.
- 1.15.3 Prior approval to be obtained from PM/GM/EL/DDU for any deviation from above conditions.

1.16 Transportation of material :

The transportation & handling charges to bring the supplied material will be borne by the Contractor. Hence, cost of material is given in the schedule of prices and quantity is inclusive of transportation, loading and unloading charges. Railway supplied materials will be transported by DFCCIL Railways from depot to work site including loading & unloading.

1.17 QUALITY ASSURANCE PROGRAMME IN SUPPLY AND ERECTION:

- 1.17.1 All materials used in the work shall be of best quality and of class most suited for purpose specified and procured from sources approved by MNRE and DFCCIL. It is essential that the manufacturer from whom supply is arranged should have long experience of design and manufacture of equipments, components, materials and fittings. Requisite facilities for testing prototypes supplied against this contract should be available with manufacturer. In case of those equipments, components or fittings for which requisite facilities for testing of prototypes are not available with manufacturer, manufacturer shall arrange to carry out prototype tests on his own cost in a testing laboratory approved by the Purchaser. Only tested quality steel shall be used. The Contractor shall ensure that the Purchaser's prescribed Quality Assurance Standards are rigidly followed in manufacture and erection / installation of all materials / components and fittings / equipments required for the work.
- 1.17.2 **QUALITY OF MATERIALS AND ERECTION:** All erection work carried out shall also be of best quality acceptable to the Purchaser. All equipment, materials, fittings and component will be subject to Quality Control Programme of manufacturer, being a part of Quality Assurance Programme of Contractor. Materials may also be inspected by Purchaser or his representative either at manufacturer works or at Contractor's depot. Purchaser or his representative shall have right to be present during all stages of manufacture and shall be accorded free of charge all reasonable accorded facilities for inspection and testing as well as examine stage inspection report of manufacturer in addition to quality audit which Contractor may institute as a part of his programme so as to satisfy himself that materials are in accordance with specifications, approved drawings and designs and purchaser's prescribed Quality Assurance Standards.

1.17.3 ERECTION:

1.17.4 All erection work will also be subjected to Quality Assurance Programme including inspection by Purchaser or his representative to ensure that work is done in accordance with specifications and approved drawings and designs and purchaser's prescribed Quality assurance standards.

1.17.5 EXPENSES OF PURCHASER' REPRESENTATIVE:

All expenses of Purchaser's representative shall be borne by Purchaser whether inspected material is finally utilized in work or not.

Decision of GM/EL or his successor shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.

1.17.6 QUALITY ASSURANCE PROGRAMME:

For proper control of quality and to ensure that materials, equipment and fittings are manufactured according to specification and erection in according to approved instructions, drawings, specifications, Contractor shall adopt a suitable quality assurance programme to ensure quality at all necessary points, whether at manufacturer's works, or in his depot or at work site as well as during erection. Such quality assurance programme shall also meet requirement of purchaser's prescribed Quality Assurance Standards. This programme of the Contractor shall generally cover the following:

- a. Organization to manage and implement Quality Assurance Programme.
- b. Documentation control system:
 - i. Basic control system.
 - ii. Adopted at manufacturer's work
 - iii. Adopted at Contractor's Depot and worksite.
- c. Procedure adopted for:
 - i. Source Inspection.
 - ii. Incoming raw material inspection.
 - iii. Verification of material purchased.
 - iv. Fabrication Controls.
 - v. Site erection controls.
- d. Inspection and Test Procedure for:
 - i. Manufacture and quality control procedure.
 - ii. Field activity.
- e. System of handling and storage.
- f. System of quality audit.
- g. System of maintenance of records.

- h. For purpose of obtaining On Account Payment, Contractor shall submit along with invoice, documents indicated in prescribed Quality Assurance Standards which should inter-alia cover following as may be applicable in each case.
 - i. Material test reports on raw materials used.
 - ii. Inspection Plan with reports of the inspection plan checkpoints.
 - iii. Routine tester port.
 - iv. Factory test results as required under specification.
 - v. Quality audit report including test check report of Purchaser's representative, if any.

1.18 CORRECTNESS OF WORK AND MATERIALS:

1.18.1 Contractor shall be solely responsible for correctness of positions, levels and dimensions of works according to approved drawings, notwithstanding that he may have been assisted by Purchaser or his men in setting out same.

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

1.19 A) EXPENSES OF CONTRACTOR DRAWINGS ETC.:

Any calculation, designs, drawings, schedules information, progress charts etc. required by the purchaser's Engineers in connection with the contract, shall be furnished by the contractor at his own expenses.

B) CONTRACTOR'S DRAWINGS:

If required, before execution of the work the contractor shall submit to the purchaser for approval, three copies of all required drawings, work schedule program which are necessary to ensure correct/ satisfactory performance as detailed in tender papers.

1.20 SUB CONTRACTORS

The contractor shall not sublet any part of the work under this contract for the purpose of this. However, contractor may enter into contract with supplier for supply of the material for the purpose of this work. However, such suppliers should be approved sources of MNRE for materials for which MNRE approved sources are available.

1.21 DEFAULT AND DELAY

1.21.1 The contractor shall execute the work with due diligence and expedition keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer's representative in connection with the work or contrivance the provision of the contract or the progress of work lags persistently behind the time schedule due to his neglect, the purchaser shall be at liberty to give seven (7) days' notice in writing to the contractor requiring him to make good the neglect or contravention complained and should the contractor fail to comply with requisition made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part, out of the contractor's hands without any further reference and get the work or any

part thereof as the case may be completed by other agencies at expense of the contractor without prejudice to any other right or remedy of the purchaser.

1.22 LOSS SUSTAINED DUE TO DEFAULT AND DELAY:

In the event of any loss to the purchaser on account of execution and/or completion of the work or any parts thereof by agencies other than the contractor, the contractor shall be liable to reimburse the loss to the purchaser without prejudice to any other right and remedies of the purchaser, and as the case may be met at the option, of the purchaser, from out of all or any of the following sources viz.

- i) Any amount due and payable to the purchaser on any account whatsoever.
- ii) The contractor's security deposit with the purchaser so far as available and
- iii) Any other assets whatsoever belonging to contractor.

1.23 CONTRACTOR'S RESPONSIBILITY FOR DISCREPANCY:

All designs and drawings submitted by the contractor shall be based on thorough study and shall be such that the contractor is satisfied about their suitability. The purchaser's approval will be based on these considerations. Notwithstanding approval communicated by the purchaser, during the progress of the contract for designs and drawings, proto type samples of material after inspection of materials

- a) After erection and adjustments to installations the ultimate responsibility for correct designs and execution of work shall rest with the contractor.
- b) The contractor shall be responsible for and bear and pay the costs for any alteration of works arising from any discrepancies errors or omissions in the design and drawings supplied by him, whether such designs and drawings have been approved by the purchaser or not.

1.24 ADDITIONS AND ALTERATIONS TO ERECTED EQUIPMENTS:

Employer may require ADDITIONAL INSTALLATIONS OR MODIFICATIONS OR REPLACEMENTS as per new designs as evolved or decided during currency of contract to be carried out on works he deems necessary, either during execution or after a part or whole of installations coming with purview of contract has been put into commercial service. Further it may be necessary and expedient to energize overhead equipment which has been completed and finally adjusted in portions in yard/s. This will necessitate erection of new equipment in vicinity or joining energized equipment. In case prices for such additional works or modifications are not covered by schedule of price and are such that either party considers additional prices for such works justified, such additional works or modification shall be carried out by contractor. Any additional prices for such work Items would be mutually settled between purchaser and contractor, based on proper rate analysis and with reference to current prevalent market rates or rates available with Railway Construction Administration in that or nearby area/s. In case additional installations or modifications or replacements are required to be carried out under this para, Purchaser shall grant a reasonable extension of time, should it be necessary.

1.25 Provision of Efficient and Competent Staff at Work Sites by the Contractor:

DFCC-DDU-EL-GS-LT-SS-T011

- 1.25.1 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.
- 1.25.2 The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 1.25.3 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway/DFCCIL to rescind the contract under these conditions.

1.26 **Deployment of Qualified Engineers at Work Sites by the Contractor:**

- 1.26.1 The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s).
- 1.26.2 In case the Contractor fails to employ the Engineer as mentioned in tender document, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.

1.27 **WORKS BY OTHER AGENCIES:**

Any other works undertaken at the same time by the purchaser or the DFCCIL direct or through some other agency at the same site where the contractor is carrying out his work will not entitle the contractor to prefer any claim, regarding any delays or hindrance he may have to face on this account. The contractor shall comply with any instructions which may be given to him by the purchaser in order to permit simultaneous execution of his own works and of those undertaken by other contractors or the DFCCIL without being entitled on this account to any extra charge.

1.28 **ACCESS TO WORK SITE:**

- a) The purchaser shall afford access to the site for the purpose of this contract to the contractor at all reasonable times. In the execution of the work, no person other than the contractor or his only appointed representatives or approved sub-contractor and bona-fide workman shall have access to site. Access to the site of work at all times shall be allowed by contractor to officials or approved representative of the purchaser or to DFCCIL staff for purpose of maintenance.

- b) The purchaser or his authorized representative shall have the right to refuse admission to the work site to any. Person employed by the contractor to whom the purchaser or his engineer may consider undesirable.
- c) The engineer or his representative shall be at liberty to object to the presence of any representative or other person employed by the contractor in or about the works on the ground of misconduct, incompetence or negligence, the contractor on receipt of notices of such objection in writing, shall forthwith remove the person so objected to and provide in his place another competent person and shall not allow such person to enter the site of work subsequently. The purchaser will not be able to pay any cost or damage on this account.

1.29 INFRINGEMENT OF PATENTS:

- 1.29.1.1 Contractor is forbidden to use any patents or registered drawings, process or patterns in fulfilling his contract without previous consent in writing of owner of such patent, drawing, pattern or trade mark, except where these are specified by Purchaser himself. Royalties where payable for use of such patented processes, registered drawings or patterns shall be borne exclusively by Contractor. Contractor shall advise Purchaser of any proprietary rights that may exist on such processes, drawings or patterns which he may use of his own accord.
- 1.29.1.2 In case of patents taken out by Contractor of drawings or patterns registered by him, or of those patents, drawings, or patterns for which he holds a license, signing of Contract automatically gives Purchaser right to repair by himself the purchased articles covered by patent or by any person or body chosen by him and to obtain from any sources he desires component parts required by him in carrying out repair work. In event of infringement of any patent rights due to above action of Purchaser, he shall be entitled to claim damages from contractor on the grounds of any loss of any nature which he may suffer e.g. in case of attachment because of counterfeiting.

1.30 INDEMNIFICATION BY CONTRACTOR:

In event of any claim or demand being made or action being brought against Purchaser for infringement of later patent in respect of any equipment, machine, plant, work or thing used or supplied by Contractor under this contract or in respect of any methods of using or working by Purchaser of such equipment, machine, plant work or thing, contractor shall indemnify purchaser and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that Purchaser shall notify contractor immediately any claim is made and that contractor shall be at liberty, if he so desires with the assistance of Purchaser if required but at Contractor's expense, to conduct all negotiations for settlement of same or any litigations that may arise there from and PROVIDED THAT no such equipment, machine, plant work or thing, shall be used by Purchaser for any purpose or in any manner other than that for which they have been supplied by Contractor and specified under this contract.

1.31 INDEMNIFICATION BY CONTRACTOR:

In event of any claim or demand being made or action being brought against Purchaser for infringement of later patent in respect of any equipment, machine, plant, work or thing used or supplied by Contractor under this contract or in respect of any methods of using or working

DFCC-DDU-EL-GS-LT-SS-T011

by Purchaser of such equipment, machine, plant work or thing, contractor shall indemnify purchaser and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that Purchaser shall notify contractor immediately any claim is made and that contractor shall be at liberty, if he so desires with the assistance of Purchaser if required but at Contractor's expense, to conduct all negotiations for settlement of same or any litigations that may arise there from and PROVIDED THAT no such equipment, machine, plant work or thing, shall be used by Purchaser for any purpose or in any manner other than that for which they have been supplied by Contractor and specified under this contract.

1.32 **INSURANCE:**

- 1.32.1 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:
- 1.32.2 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.
- 1.32.3 Construction Plant, Machinery and equipment brought to site by the Contractor.
- 1.32.4 (c) Any other insurance cover as may be required by the law of the land.
- 1.32.5 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.
- 1.32.6 The Contractor shall also obtain any additional insurance cover as per the requirements of the Contract.
- 1.32.7 The Employer/Engineer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or his sub-contractor or petty contractor / other contractor working there. The Contractor shall indemnify and keep indemnified the employer / Engineer against all such damages and compensation for which the contractor is liable.
- 1.32.8 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.
- 1.32.9 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

DFCC-DDU-EL-GS-LT-SS-T011

Performance security. However, the Contractor shall not be absolved from his responsibility and /or liability in this regard.

1.33 **PENALTY FOR DELAY IN COMPLETION:**

- a) If the contractor fails to execute and complete the work within time specified in the agreement or within the period of extension granted except in so far that the delay is on the purchaser's account; the contractor shall accept reduction in the total amount payable to him by the purchaser between **0.05% to 0.30%** of contract value of the works for each week or part of the weekly. The Engineer shall at his sole discretion, specify a time limit within which the unfinished portion of the work shall be completed. In the event of failure of the contractor, the purchaser shall be at liberty to take action in accordance with provision in General Conditions of Contract of Indian Railway, along with latest correction slips and amendments.
- b) Extension of time- If aforesaid shall have arisen from any cause which the purchaser may admit as being a responsible ground for extension of time the purchaser shall allow such additional time as he may in his absolute discretion consider to be reasonably justified by the circumstances of the case.
- c) The contractor in the presence of the purchaser or his representative shall carry out tests as required under the specification as soon as possible after commissioning. The contractor at his own expense shall carry out any other additional test that the purchaser may prescribe for testing the satisfactory operation of the plants. Necessary electrical power required in C/W the test will be supplied free of any charges by the purchaser. The contractor shall submit six copies of the results to the purchaser for acceptance. The contractor shall also submit 6 copies of the manufacturer's test certificates for equipments such as motor, cable etc.
- d) Should the result of the test not be satisfactory, an extension of one month will be granted to the contractor to make good the defects and or any deficiencies pointed out by the purchaser a fresh test will then be carried out after the contractor has attended to the defects and deficiencies. If these do not yield satisfactory results, the purchaser may proceed at the contractor's expense, by all means as deemed expedient to have installation made satisfactory until they comply with the specification, approved drawings and designs.
- e) In such a case or in a case of delay in completion of the work under this contract within the time limit, the purchaser reserves the right to get the work completed by contractor as per provisions of contract. The purchaser will give to the contractor for this purpose 7 days previous notice. The contractor shall then take at his own expense all necessary steps to complete the works in accordance with the provision of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests, for reason other than for which the contractor is responsible, the "Provisional Acceptance Certificate" shall be issued at or within a mutually agreed reasonable period not exceeding 6 months after completion of the work.
- f) Imposition of token penalty for delay in the completion of work- Competent authority while granting extension to the currency of contract under GCC may also consider levy of token penalty as deemed fit based on the merit of the case.

1.34 **DEFECTIVE EQUIPMENTS TO BE CHANGED:**

DFCC-DDU-EL-GS-LT-SS-T011

Notwithstanding issue of Provisional Acceptance Certificate and partial or full use of any equipment, if completed equipment or any portion thereof before it is finally taken over at the end of the guarantee period be found to be or to have become defective in course of usage by the Railway due to faulty material, design or workmanship, or otherwise fails to fulfill the requirement of the Contract and/or its purpose, Purchaser shall normally give Contractor prompt notice setting forth particulars of each defects or failure and Contractor shall forthwith make the defects good or modify or replace the equipment, as may be directed by Purchaser's Engineer, at his own cost in all respects to make it comply satisfactorily with said requirements. Should the Contractor fail to do within a reasonable time service of the said notice upon him or should time not permit of service of such notice, the Purchaser may repair or reject and replace the whole or part of such defective equipment as the case may be, at cost of the Contractor. Contractor's full liability under this clause shall be satisfied by payment to Purchaser of extra total cost, if any, of such replacement delivered and erected as provided for in original Contract, such extra cost being the ascertained difference between the price paid by Purchaser under provisions above mentioned for such replacement and Contractor's price for the plant so replaced, plus the sum, if any, paid by Purchaser to the Contractor in respect of such defective equipment. Should Purchaser not so replace rejected equipment within a reasonable time, the Contractor's liability under this clause shall be satisfied by the repayment by Contractor of all moneys paid by the Purchaser to him in respect of such rejected equipment. Rejected / defective materials shall be returned to Contractor to extent possible.

1.35 **TRAFFIC BLOCKS: (Not Applicable)**

- a. Purchaser will make arrangements to obtain traffic blocks (hereinafter referred to as blocks) necessary for running and operation of work train/light ladder trolleys / track Lorries for works to be carried out along or adjacent to track. Contractor shall, however, carry out maximum amount of work possible without blocks. Works such as grouting of traction masts, muffing and erection of brackets shall invariably be done without blocks. Installation of droppers and adjustment of traction overhead equipment may also be permitted to be carried out with light ladder trolleys protected by banner flags in accordance with General and Subsidiary Rules of DFCCIL. Contractor shall arrange a minimum of two mobile phones with internet and Whatsapp function in working condition with SIM CARD in working condition to improve communication with DFCCIL Authorities at site / control / CGM offices at DDU. It should be with respective divisional / control office to carry out maximum amount of work possible without blocks. Mobile sets shall be returned to contractor after completion of work.
- b. **WORKING IN NIGHT HOURS:**
Blocks will normally be granted during day light hours, if however, it becomes absolutely necessary, blocks may be granted during night also. Contractor shall confirm that he will equip himself to carry out all construction during night blocks efficiently by suitable special lighting equipments without any extra cost if required to do so. The blocks granted will ordinarily be for one track at a time.
- c. Block period shall be counted from time track is placed at Contractor's disposal at work-spot till it is cleared by the Contractor.

- d. Blocks will be subject to normal operating conditions and rules of the Railway. All formalities of exchanging private number etc with traffic control will be carried out by Purchaser's staff and for this purpose Purchaser will depute a representative for each erection gang, who will be responsible for imposing traffic blocks and also removing same after men, material and equipment have been cleared by the Contractor from running tracks and same declared safe for traffic by Purchaser's representative in case of works involving safety of running tracks.
- e. Blocks required for carrying out works necessitated by thefts, pilferage, accidents or such other incidents, shall be granted by Purchaser over and above normal requirements of block.

1.35 FINAL ACCEPTANCE:

- a) The final acceptance of the entire plant shall take effect from the date of expiration of the period of guarantee provided the installations provisionally accepted are still in perfect working order.
- b) If on the other hand the installations are not in the perfect working order at the end of the guarantee period the purchaser may either extend the period of guarantee until necessary works are carried out by the contractor, or carry out these works or have them carried out on behalf of the contractor and at his expense. A certificate of final acceptance shall then be issued by the purchaser, which will terminate the contract.

1.36 MATERIAL- All materials, components and fittings etc. to be supplied by the contractor shall be procured from reputed suppliers/ vendors/manufactures. Inspection of material to be done by RITES or authorized representative of PM/GM/EL/DDU in OEM premises before dispatch. For low value item “**onsite inspection**” will be done by authorized representative of PM/GM/EL/DDU. Firm will provide necessary document for the inspection.

1.37 TIME SCHEDULE: -

The entire work is required to be completed in all respects within **09 (Nine) months** from the date of issue of acceptance letter/telegram. Time is the essence of contract. The contractor will be required to maintain steady and regular progress to the satisfaction of the engineer to ensure that the work will be completed in all respects within the stipulated time failing which action may be taken by the DFCCIL Administration in terms of General Conditions of Contract July of Indian Railway, along with latest correction slips and amendments. The Contractor shall be expected to initiate work immediately after receipt of “Letter of Acceptance”.

1.38 RATES: -

- a. The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- b. All statutory taxes and liabilities levied/may be levied in future by the Central and State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.
- c. GST is inclusive for this tender.

- d. The Work Provider will, for the purpose, aforesaid continuously monitor the Works being rendered by it to ensure that these are up to the standards required by DFCCIL.
- e. The Work Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/or arising out of the failure of the Work Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.

1.39 TERMINATION OF CONTRACT: -

In case the work of the contractor is not found satisfactory, or there is a breach of any of the terms and 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 the notice as stipulated in GCC.

1.40 ORDER OF PRIORITY OF CONTRACT DOCUMENTS:-

- i) The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:
- ii) The Contract Agreement.
- iii) Letter of Acceptance.
- iv) Tender Form
- v) General Information
- vi) Notice Inviting Tender (with Annexes)
- vii) Instructions to Tenderers
- viii) Special Conditions of Contract
- ix) Annexures
- x) Bill of Quantities (BOQ)/Schedule of Rate
- xi) General Terms and Conditions of Contract

1.41 JURISDICTION OF COURTS:-

In case of any disputes/differences between contractor and DFCCIL the jurisdiction shall be of Chandauli Courts only.

In case of any deviation in downloaded copy of the tender documents, the Master Copy kept in the office of Chief General Manager/ DDU / DFCCIL, will prevail and the interpretation of CGM/ DDU will prevail.

- 1.42 RISK PURCHASE:-** During execution of this Tender, if any delay is observed due to reasons attributable to tenderer other than force majeure conditions which may cause delay in completion of the work, DFCCIL shall be at liberty to cancel the contract, totally or partially, at any point of time without assigning any reason, whatsoever, and take alternative measures at your risk and cost.

1.43 Penalties for Safety Lapses:-Any violation in adhering to the terms and conditions stipulated in I.R GCC would also attract to penalties payable by you as per IR GCC Provisions.

1.44 Guarantee / Defect Liability Period:-

- (a) The Contractor shall guarantee that all the works executed under this contract shall be free from all defects and faults in material, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations, for a period of 2 months from the date of taking over by the Employer
- (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.
- (c) During the period of Guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the executed work whether such parts / structural elements of his own manufacture or those of his sub-contractor / supplier whether arising from faulty materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of parts of executed work detected during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Employer at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Employer.
- (d) If it becomes necessary for the Contractor to replace or renew any defective portion of the structural elements until the expiration of six month from the date of such replacement or renewal or until the end of the above-mentioned period whichever is later. Such extension shall not apply in case of defects of a minor nature, the decision of the 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.
- (e) The repaired or renewal parts structure shall be delivered / supplied and erected / executed on site free of charge to the employer.
- (f) Any materials, fittings, components or equipment/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. The period of defect liability for the works shall be 02 (Two) Months starting from the date of completion of the work or as certified by the DFCCIL.

1.45 Performance Guarantee: -

- (i) The Bank Guarantee for performance Guarantee shall remain valid until a **date 60 days** (or as specified in the Contract) after expiry of Defects Liability Period.

(ii) The Bank Guarantee for performance Guarantee shall be submitted invariably in the format given in the bidding document.

(iii) The performance Guarantee shall be released **21 days** after issue of performance certificate.

1.46 GST

Contractor should bear the fact in mind while quoting the rates that GST is inclusive in schedule of rates i.e. GST will not be paid extra.

1.47 PERMITS, FEES, TAXES & ROYALTIES

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.

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.

1.48 STATUTORY INCREASE IN DUTIES, TAXES ETC

1.48.1 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.

1.48.2 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.

1.48.3 Further DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc except GST. 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

1.49 EXCISE DUTY OR ANY OTHER TAXES/DUTIES:

The contractor shall bear full taxes /duties other than GST 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.

1.50 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.

1.51 FOREIGN EXCHANGE REQUIREMENTS:

1.52 Any demand of foreign exchange for importing of equipment's and materials shall not be accepted.

1.53 ANTI PROFITEERING CLAUSE.

1.54 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.

1.55 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.5 for signature of bidder as acceptance, as and when Independent External monitor is appointed.

1.56 ELECTRICAL CONTRACTOR LICENSE:

Contractor must have valid Class-'A', Electrical Contractor License issued from appropriate government authority to execute mentioned works.

1.57 Accident:-

- (a) The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.
- (b) The contractor shall indemnify and keep the employer indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons sustained due to the acts or omission of the contractor, his sub-contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.
- (c) The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by workmanship, material, execution or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs.5 lakh for any one accident.
- (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.

In the event of any accident or failure occurring in or about the work or arising out for or in connection with the construction completion or maintenance of the work which in the opinion of the engineer required immediate attention, the Railway may be with its own workmen or other agency execute or partly execute the necessary work or carry out repairs if the engineer considers that the contractor is not in a position to do so in time and charge the cost thereof, as to be determined by the PM/GM/EL/JP to the contractor.

1.58 SAFETY GEAR- During execution of the work, contractors shall ensure that all safety precautions are taken by their men to protect themselves and site to prevent any untoward incident. DFCCIL reserve the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard; decision of the Engineer-in-charge will be final and binding upon the contractor. The cost of all the safety gear is deemed to have been included in the rates quoted and nothing extra is payable under this contract

Safety Measures:-

DFCC-DDU-EL-GS-LT-SS-T011

- (a) The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway premises, but shall then conform to the rules and regulations of the Railway if and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the Railway siding and premises, the contractor shall provide flagman or look out men for protection of such persons. The employer shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work.
- (b) Blasting of rocks for foundation work shall be done only after due notice is given to the employer and time/s and date /s for blasting operations agreed to by the employer. Blasting, if required to be done in the vicinity of the track, shall not be undertaken until the Employer's flagmen on duty take necessary step to protect trains and the track is adequately protected by the contractor against damage by blasted rock. The contractor shall follow detailed instructions which will be issued to him regarding blasting operations in the vicinity of tracks.
- (c) The contractor shall abide by all Railway regulations in force for the time being and ensure that the same are followed by his representatives, Agents or sub -contractors or workmen. He shall give due notice to his employees and workers about provision of this para.
- (d) The works must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on the Railway, in such a way that they do not hinder Railway operation or affect the proper functioning of or damage any DFCCIL equipment, structure or rolling stock except as agreed to by the employer, provided that all damage and disfiguration caused by the contractor at his own cost failing which cost of such repairs shall be recovered from the contractor.
- (e) If safety of track or track drainage etc. is affected as a consequence of works undertaken by the contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay, the employer shall, after giving due notice to the contractor in writing, take necessary steps and recover the costs from the contractor.

A. 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 any OHE/PSI works, 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.

DFCC-DDU-EL-GS-LT-SS-T011

- 1.4 Name and address of the contract assigned to execute the work.
- (i) Name of the Contractor's supervisor
 - (ii) Name of the supervisor/assistant engineer/assistant officer of the construction organization/other organizations who are going to be site in charge/in charge of work site.
 - (iii) List of the number(s) of individual vehicle(s)/ machineries, names and license particulars of the driver(s) proposed to be used by contractor.
 - (iv) Information regarding location, duration and timings during which the vehicles/machinery are planned to be plied/worked.
 - (v) The supervisors and operators of the contractor proposed to be deployed at work site which is close to the running track, shall be imparted training by the DFCCIL trainer at contractor own cost about the safety measures to be adopted while working in the vicinity of running track. Further competency certificate to the individual supervisors/operator shall be issued as in Annexure-A by a DFCCIL officer not below the rank of Assistant level officer who is in charge of site. No supervisor/operator of the contractor shall work or allowed to work in the vicinity of running track who is not possession of valid competent certificate.
 - (vi) Survey of site by supervisor of contractor and DFCCIL to assess the precautions to be taken at site for working of trains and materials required for protection.
 - (vii) Written advice to sectional APM/DPM about the detailed planning of work including protection of track and safety measures proposed to be adopted.
 - (viii) A copy of the approved methodology (to be approved by engineer in charge) proposed to be adapted by the contractor with a view to ensure safety of trains passengers and workers.
 - (ix) Assurance that the methods and arrangements are actually available at site before start of the work and the contractors supervisors and the workers have clearly understood the safety aspects and requirement to be adapted/followed while executing the work.
 - (x) An assurance register has been kept at site duly signed by both DFCCIL supervisor as well as by the contractor supervisor as a token of their having understood the safety precautions to be observed at site.
 - (xi) No work shall which is to be done near running track shall commence unless permitted by sectional APM/DPM/PM/Dy.CPM.
 - (xii) Supplementary site-specific instructions, wherever considered necessary shall be issued by the Engineer in Charge
 - (xiii) Standard Check list on Safety at Work Sites shall be used to ensure that all the requisite measures have been taken before start of work.

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

DFCC-DDU-EL-GS-LT-SS-T011

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 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 sunrise and**

DFCC-DDU-EL-GS-LT-SS-T011

sunset. 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.**
 - a) 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

DFCC-DDU-EL-GS-LT-SS-T011

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.

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.

All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimension do not infringe.

Suitable speed restriction shall be imposed or Traffic block shall be ensured as required.

The site shall be protected as per provisions of Para No. 806 & 807 of P.Way Manual as case may be.

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) **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.
- (c) No electric connection etc. can be tapped from OHE.
- (d) Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.
- (e) Power block is correctly taken and 'permit to work' is issued.
- (f) The structure bonds, track bonds, cross bonds, longitudinal rail bonds are not disturbed and
- (g) If disconnected for the work, they are reconnected properly when the work is completed.
- (h) The track level is not raised beyond the permissible limit during the work.

4.0 PROTECTION OF TRACK DURING EMERGENCY

- (i) **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.
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 600 m from the place of obstruction of BG track after which he shall further proceed for not less than 1200 m from the place of obstruction from BG track and plant three detonators at 10m apart on rails. After this he shall display the red flag (red lamp during night) at a distance of 45m from the detonators.
Attempts shall also be made to send an advice to nearest DFCCIL station about the incident immediately.

DFCC-DDU-EL-GS-LT-SS-T011

- (ii) **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.**
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.
- (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) **Equipment required for protection of track.**
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.
- (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**

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.

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.

- 6.0 Based on the performance of firm and with mutual consent of both parties, the contract period may be extended for further one year on similar terms & conditions of contract.

SPECIAL CONDITIONS FOR WORKING OF ROAD CRANES

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: -

- (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.

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.

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

PART – VI

PRICES AND PAYMENT

1.1 SCOPE:

This chapter deals with prices to be paid to the contractor for completion of various items of work. The contractor shall be paid for completed works in accordance with accepted schedule of prices and rates, as stipulated in the tender document.

1.2 SCHEDULE OF PRICES:

(a) UNIT PRICES FOR MATERIALS:

The unit prices of materials as given in Schedule of quantities shall be inclusive of all charges including transport, loading/unloading handling all insurance premium, banker's charges, all Taxes, Duties and levies (including GST etc.) applicable on works contracts etc.

(b) FOR ERECTION:

The unit prices given in Schedule of quantities shall include cost of erection, testing, commissioning and cover all cost of administration of the contract, insurance premium, bankers' charges for guarantees, cost of storage, loading, unloading and handling of materials, and for any road transport which the Contractor may use for carriage of materials between his depot and depot/s and site of work etc. Unit prices quoted shall be FIRM.

1.3 QUANTITIES:

The approximate estimated quantities of various items of works are included in Schedule of quantities and rates. However, quantities can be increased/ decreased as stipulated in Special Conditions of Contract.

1.4 NEW ITEMS OF WORK:

If during the execution of the work, the Contractor is called upon to carry out any new item of work not included in **Schedules**, the Contractor shall execute such works at such prices as may be mutually agreed in writing with the Purchaser.

1.5 DEDUCTION OF TAXES FROM CONTRACTOR'S BILLS:

Wherever the law makes it statutory for the purchaser to deduct any amount towards Sales Tax/Income tax on works contract, the same will be deducted and deposited with the concerned authority.

The tenderer for carrying out any construction work in Uttar Pradesh must get themselves registered from the Registering Office the Building and other Construction Workers Act, and rules made thereto by the Uttar Pradesh Government and submit certificate of Registration issued from the Registering Officer of the Uttar Pradesh Government (Labor Department). For enactment of this Act, the tenderer shall be required to **pay cess @1%** of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.

1.6 SUBMISSION OF BILLS:

On award of contract, a procedure order for submission of bills for payment shall be jointly drawn by finance and the purchaser. The contractor will be required to submit the bills as per the joint procedure order.

1.7 PAYMENT:

80% of the item price (material cost) shall be paid on receipt of material in DFCCIL/Railway custody after inspection. If for any item of work, price of material and erection is not separately available, 80% of the cost of item of work will be considered as material cost.

Further payment of material and erection cost to cover 90% of the cost of item of work shall be made on successful testing and commissioning of the installation.

1.8 Final Payment – Balance 10% payment shall be released on issue of completion certificate by the Purchasers Engineer.

1.9 RELEASE OF PERFORMANCE GUARANTEE:

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.

1.10 RELEASE OF SECURITY DEPOSIT:

Security Deposit shall be returned to the Contractor after the following:

- (a) Final Payment of the Contract as per relevant GCC clause and
- (b) Signature of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Contractor and
- (c) Issue of Maintenance Certificate on expiry of the maintenance period as per relevant GCC clause.

Forfeiture of Security Deposit:

Whenever the contract is rescinded as a whole under relevant GCC clause, the Security Deposit already with Railways/DFCCIL under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under relevant GCC clause, the Security Deposit shall not be forfeited.

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, will be payable with interest accrued thereon as per relevant GCC –Clause.

1.11 RATES FOR ITEMS OF WORKS:

(i) The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements

for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway/DFCCIL, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties of or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

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

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

1.12 PRICE VARIATION CLAUSE in Works Contracts is dealt with in accordance with provisions of GCC 2022 with latest amendments & correction slips.

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

1.14 Certificate of Completion of Works: As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways/DFCCIL against the contract concerned.

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

completion mentioned in the completion certificate issued for that part of the work.

- 1.15 Contractor not Absolved by Completion Certificate:** The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.
- 1.16 Final Supplementary Agreement:** After the work is completed and taken over by the Railway/DFCCIL as per terms and conditions of the contract agreement or otherwise concluded by the parties with mutual consent and full and final payment is made by the Railway/DFCCIL to the Contractor for work done, and there is unequivocal no claim on either side under the contract, the parties shall execute the final supplementary agreement
- 1.17 Approval only by Maintenance Certificate:** No certificate other than maintenance certificate referred to in relevant Clause of GCC of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.
- 1.18 Maintenance Certificate:** The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period.
The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways/DFCCIL against the contract concerned.
- 1.19 Cessation of Railway's/DFCCIL's Liability:** The Railway/DFCCIL shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.
- 1.20 Unfulfilled Obligations:** Notwithstanding the issue of the Maintenance Certificate the Contractor and the Railway/DFCCIL shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.
- 1.21 Final Payment:** On the Engineer's certificate of completion in respect of the works,

adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the accepted schedule of rates and for extra works on rates determined shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway/DFCCIL in respect of the works or having delivered No Claim Certificate. and the Engineer having after the receipt of such account given a certificate in writing that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway/DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

1.22 Post Payment Audit: It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

1.23 PRODUCTION OF VOUCHERS ETC BY THE CONTRACTOR:

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

1.24 LABOUR:

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

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

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

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

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

1.24.3 Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor’s bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

1.24.4 Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

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

1.25 Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

1.25.1 Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act

DFCC-DDU-EL-GS-LT-SS-T011

in terms Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

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

1.25.1.1 Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

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

1.26 Reporting of Accidents: The Contractor shall be responsible for the safety of all

employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangements to render all possible assistance.

1.27 Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

1.28 Provision of Mines Act: The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.

1.29 DETERMINATION OF CONTRACT:

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

1.29.2 Payment on Determination of Contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways/DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's/DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.

1.29.3 The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

1.29.4 Determination of Contract owing to Default of Contractor: If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed program of work by a margin of 10% of the stipulated period, or
- (ix) Fail to execute the contract documents.
- (x) Fails to submit the documents pertaining to identity of JV and PAN. Form available in the Regulations for Tenders and Contracts.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected.
- (xii) Fail to take steps to employ competent or additional staff and labour as required.
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required.
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway/DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired Engineer of the Gazetted rank or any other retired Gazetted officer working before his retirement, whether in the executive or administrative capacity, or
whether holding any pensionable post or not, in the Railways/DFCCIL for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or
- (xv)(B) Fail to give at the time of submitting the said tender:
 - (a) The correct information as to the date of retirement of such retired Engineer or retired officer from the said service, or as to whether any such retired Engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or

DFCC-DDU-EL-GS-LT-SS-T011

- (b) The correct information as to such Engineers or officers obtaining permission to take employment under the Contractor, or
- (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired Engineer or a retired officer, or
- (d) Being in incorporated company, correct information as to whether any of its directors was such a retired Engineer or a retired officer, or
- (e) Being such a retired Engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired Engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor.
- (f) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

Then and in any of the **said Clause**, the Engineer on behalf of the Railway/DFCCIL may serve the Contractor with a notice in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice should be issued.

Note: Engineer at his discretion may resort to the part termination of contract with notices, only in cases where progress of work is more than or equal to 80% of the original scope of work.

1.29.5 Right of Railway/DFCCIL after Rescission of Contract owing to Default of Contractor: In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:

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

DFCC-DDU-EL-GS-LT-SS-T011

be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

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

(c) In the contract rescinded in part or parts,

(i) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.

(ii) The Security Deposit of part terminated contract shall be dealt as per relevant clause of GCC.

(iii) The defaulting Contractor shall not be issued any completion certificate for the contract.

(iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

(v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

(d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

(e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

PART – VII

**TECHNICAL SPECIFICATIONS
& EXPLANATORY NOTES OF SCHEDULE PRICES**

SECTION-I: GENERAL

1. Supply, Erection, Testing and Commissioning of LT panel indoor type floor mounted deest & Vermin Proof with IP42 Protection and Busbar of Electro grade Copper Sutable for 3 Phase 4 Wire Supply Bus bar will be insulated with Heat shrinkable colour code PVC Sleeves at DDU office complex Under CGM DDU Unit as per latest Standard /specifications.
2. The work is utmost important and it should be completed within DOC.
3. All the tools & equipment such as drilling machine etc. required during execution of the work shall be arranged by the contractor.
4. All the safety precautions for men and material working within Railway premises should be observed by the contractor. The contractor shall be responsible in all respect, if any of their workmen meets with an accident due to non- observation of the safety precautions. Tenderer shall indemnify Railway against any or all claims which may arise because of any reason under any circumstances / incident / accident.
5. The contractor shall store / stock the required quantity of the material in the Electrical depots required for depot jurisdiction and at work site and shall be used only after inspection and approval by the authorized representative of PM/GM/EL/DDU.
6. The contractor shall carry out the work daily on Railway working days by their skilled labour as per rule.
7. The work shall be planned by the contractor in consultation with consignee of work Concern APM/Dy. PM/Elect for their respective jurisdiction to avoid any interruption to normal power supply and train movements.
8. The Railway shall not be responsible for any loss or damage to contractor material / equipment, tools and plants etc. from any cause what so ever.
9. The works shall be carried out to the full satisfaction of authorized representative PM/GM/EL/DDU.
10. To and from transportation, loading and unloading of T&Ps and material from the firm's works place to Railway site shall be arranged by the contractor.
11. The rates quoted by the tenderers and accepted by the DFCCIL Railway administration shall hold good till completion of the work and no additional individual claims will be admissible on account of the fluctuation in market rates, increase in taxes / levies / GST / toll taxes etc.
12. DFCCIL may reserves the right to reject all or any tender without assigning any reason thereof

or relax or change any of the conditions/ specifications stipulated in the tender.

13. The contractor shall intimate inspection program of the work in advance. The equipments / instruments required for checking at site or in office place shall be arranged by the contractor.
14. The basic quantities of components and materials required to make up for selected items, are indicated for guidance only. There may be minor variation to suit erection but no adjustment in prices of schedule shall be made on that account. In estimating the prices for various items of work provision for loss and wastage in transit and erection should be provided for over and above the basic quantities of work, indicated herein, except where otherwise specified for materials supplied by the purchaser.

15. RECONCILIATION OF MATERIAL SUPPLIED BY THE PURCHASER:

- a. The following procedure shall be adopted for the final reconciliation of the various equipments, materials fittings and conductors supplied by the purchaser.
 - b. All the materials supplied by the purchaser 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 purchaser together with the ones found defective or that have become defective or broken on account of defective or materials and/or workmanship shall be returned to him by the contractor.
 - c. The contractor will supply all items required for the work based on unit quantities, inclusive of erection allowances together with the length of finished wires and conductors for new items of work and the length of wires and conductors out of quantity as calculated above.

NOTE: If there are any shortage during final reconciliation, their cost will be recovered by the purchaser from the contractor at the book rate or the last purchase rate or the prevailing market rates whichever is higher plus 5% of account of initial freight 2% on account of incidental charges together with supervision charges at 12.1/2% of the total cost inclusive of material freight and incidental charges. Freight between the purchaser's source of supply and the contractor's depot or residing shall be the contractor's account.

16. RELEASED MATERIAL:

The contractor shall return to DFCCIL railway all the released materials from the existing system at the first available opportunity but not later than a week at the respective Depot in concerned Area. If the contractor fails to return the released material in specified time, the cost of released material will be recovered from the progress bill before releasing any payment.

DFCC-DDU-EL-GS-LT-SS-T011

PART – VII

SECTION II –PARTICULAR

Explanatory notes for various items of work in said works are mentioned below. This shall be read in conjunction with latest standards/Guidelines /Rules/Instructions/ Codes/ Technical specification issued by DFCCIL/RDSO/ Railway Board/ CORE/Zonal Railway/RVNL/Other statutory body like BIS, Electricity act 2003, CEA rules/regulations/safety measures, CERC rules, National Grid Code etc.

Item No. 01.-Providing of XLPE armoured cable with aluminum conductor 650/1100 V. Grade in required size of 4 Core X 240 sq mm.

Item No. 02.-Providing of XLPE armoured cable with aluminum conductor 650/1100 V. Grade in required size of 4 Core X 95 sq mm.

Item No. 03.-Providing of XLPE armoured cable with aluminum conductor 650/1100 V. Grade in required size of 4 Core X 35 sq mm.

Item No. 04.-Horizontal Direction Drilling (HDD) and trenchless cabling, supply transportation and insertion of self-lubricated HDPE pipe and laying of Cables in boring under the track /road/ground /masonry building by using self-lubricated HDPE PIPE of 120 mm outer dia and 103.50 inner dia in the bore and laying of cables in the bore under the track /road/ground /masonry building. The depth of horizontal boring should be below the from rail flange /Road level /ground as per site requirement. Accessories related with laying of HDPE pipe like fitting bends joints/coupler, junction, flange end cap etc. as per site requirement will be provide by contractor and no extra payment will be given for above items. The contractor shall arrange inspection of HDPE pipe at manufacture's works before dispatch at his own cost if required by the DFC and have to submit manufacture's test certificate of HDPE pipe.

Item No. 05.-Supply Installation Testing & commissing of Low Tenstion Panal of Size (W4800 x H2175 x D1000) Indoor type floor mounting dust & Vermin Proof with IP42 Protection and Busbar of Electro grade Copper Suitable for 3 Phase 4 Wire Supply Bus bar will be insulated with Heat shrikable colour code PVC Sleeves.

LT panel Made with 2.01.6 mm thick CRCA sheet and Base of MS C- Channel, With Powder coated having required individual compartments for the following items:

Incomer	Make	Quantity
800A 4p 50 KA EDO ACB with Microprocessor based O/L ,Sc Protection release	L&T / Legrand /or Similar	3
Under Voltage Release	L&T / Legrand /or Similar	3
6A SP 10 KA MCB	L&T / Legrand /or Similar	18
10A Dp 10 KA MCB	L&T / Legrand /or Similar	6
Digital AMP meter with Selector Switch	L&T / Legrand /or Similar	3
Digital Voltmeter with Selector Switch	L&T / Legrand /or Similar	3

DFCC-DDU-EL-GS-LT-SS-T011

Aux Contact(4 No + 4 NC)	L&T / Legrand /or Similar	12
R Y B Phase indicating Lamp 230 VAC	L&T / Legrand /or Similar	9
Breaker Control Switch	GIC or similar	3
CTs 800/5A CL-1.0 15 VA	AE/KAPPA or similar	9
Bus Coupler		
800 A 4P 50 KA EDO ACB with Microprocessor	L&T / Legrand /or Similar	1
Under Voltage Release	L&T / Legrand /or Similar	1
6A SP 10 KA MCB	L&T / Legrand /or Similar	6
10A Dp 10 KA MCB	L&T / Legrand /or Similar	3
Aux Contact (4 No + 4 NC)	L&T / Legrand /or Similar	4
Breaker Control Switch	GIC/or Similar	1
ON/OFF indicating Lamps	ESS-BEE or Similar	2
BUSBAR		
800A TPN Copper 415 V 50 HZ AC		
Outgoing		
400 A 4P 36KA MCCB with Thermal Magnetic based O/L & S/C Protection Release	L&T / Legrand /or Similar	1
200A 4P MCCB Spreader & Extended rotary handle	L&T / Legrand /or Similar	1
200A 4P 36 KA MCCB with Thermal Magnetic based O/L & S/C Protection Release	L&T / Legrand /or Similar	4
200 A 4P MCCB Spreader & Extended rotary Handle	L&T / Legrand /or Similar	4
100 A 4P 36 KA MCCB with Thermal Magnetic based o/L & S/C Protection Release	L&T / Legrand /or Similar	2
100 A 4P 36 KA MCCB Spreader & Extended rotary handle	L&T / Legrand /or Similar	2
63A 4P MCCB with Thermal magnetic based O/L & S/C Protection Release	L&T / Legrand /or Similar	2
63A 4P MCCB Spreader & Extended ratary handle	L&T / Legrand /or Similar	2

All Control wiring would be 1.5 Sq.mm copper wires. Bus bar will be provided with heat shrinkable color code PVC sleeve.

Contractor shall submit design & drawing (with showing of colour of R Y B phase, neutral and earth wire as per IS : 732, code of practice of house wiring) of different circuits of electrical power supply system. Contractor must get prior approval from DFCCIL of aforesaid drawing/ diagram before starting the work to avoid or minimize alteration or damage in masonry work of wall / floor. All approved plans and drawing contractor may submit to concern Electrical Engineer as complete set approved drawings including soft copies.

Item No. 06.-Provision of Chemical earthing, Material shall be NABL lab Tested with less than 0:22 Ohm-m resistivity conforming to IES 62561-7, materials shall be Granular from in Size 0.1 mm to 0.3 mm and shall have water solubility of less than 51% min. Qty. required for 150mm dia. of 3000mm depth shall be 35 Kg. Bore size 150mm dia. and 3000mm depth, size of copper strip:300mm depth, size of copper strip:300mm x25mm x6 mm with 4x12 mm Hole

DFCC-DDU-EL-GS-LT-SS-T011

shall be exothermically welded (As per IEEE837 by NABL/ILAC Member Labs) to main earth Electrode for taking connection. The earth Chamber will be 300x300 x300 mm (Inside dimension) as per IEC62561-5 or Latest of RCC Finish. The RRC earth pit Cover shall be pre casted with 8-10 mm GL Loop for handling and lifting purpose. Supply & fixing of anti-theft cage for outdoor AC unit with MS Angle of size 35x35x6mm with lock key 6 arrangement of size 48"x30"x25" Weight approx. 35 kg will be done at suitable location as per OEM guidelines and DFCCIL requirement.

Item No. 07.-Supply and making straight through joint with cast resin compound including ferrules and other jointing materials for following size of PVC insulated and PVC sheathed/XLPE aluminum conductor cable of 1.1 KV grade as required. Suitable for 3.5X70 sq mm XLPE/LT Cable.

PART-VIII

MILESTONES AND TIME SCHEDULE

MILESTONES AND TIME SCHEDULE

1.0 Time Schedule:

1.1 Time of start and completion:

The time allowed for execution of the works is 09 (Nine) Months from the date of issue of letter of acceptance from DFCCIL. The contractor shall be expected to mobilize to the site of works and commence execution of the works within 15 (days) from issue of Acceptance Letter by DFCCIL. The contractor shall be expected to complete the whole work ordered in the contract within 09 (Nine) Months from the date of issue of Acceptance Letter by DFCCIL. If the contractor commits defaults in commencing execution of the works as afore stated, DFCCIL shall without prejudice to any other right to remedy, be at liberty to forfeit fully the Earnest Money Deposit and performance guarantee of the contractor.

1.2 Progress of works:

The contractor shall submit a programme of work in the form of a Bar Chart of all the activities in consistence, if applicable. In case this bar chart requires to be modified, the Engineer and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated as 24 months for the completion of the works as the milestone targets specified below of these special conditions. It shall indicate the forecast of the dates of commencement and completion of various activities of the work and may be amended as necessary by agreements between the Engineer and the contractor within the limitation of 09 (Nine) Months as overall completion period.

PART-IX

TENDER ANNEXURES & FORMS

DFCC-DDU-EL-GS-LT-SS-T011

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

DFCC-DDU-EL-GS-LT-SS-T011

Form-2C	Applicant's party information form
Form no. 3	ECS/ NEFT / RTGS mandate form
Form no. 4	Sample standing indemnity bond for “on account” payments
Form no.5	Pre contract integrity pact
Form No. 6	Anti-profiteering declaration to whomsoever it may concern
Form no 7	Draft memorandum of understanding (MOU) for Joint venture participation. (Not Applicable for this Tender)
Form no. 8	Draft format of joint venture agreement (Not Applicable for this Tender) (Not Applicable for this Tender)
Form no 9	Pro-forma letter of participation from each partner of joint venture (jv) (Not Applicable for this Tender)
Form no 10	Format for power of attorney for authorized signatory of joint venture (jv) partners (Not Applicable for this Tender)
Form no 11	Format for power of attorney to lead partner of joint venture (jv) (Not Applicable for this Tender)

TENDER FORM

Tender No: - DFCC-DDU-EL-GS-LT-SS-T010

Name of Work: Provision for LT Sub-Station and augmentation of power supply arrangement in DFCCIL Office Complex at DDU Under CGM DDU Unit.

To

The President of India

Acting through the Chief General Manager/ DFCCIL/DDU

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for _____ DFCCIL, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.

- 2. I/We also hereby agree to abide by the DFCCIL/ Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by DFCCIL in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
- 3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the DFCCIL that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
- 4.(a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.
- 5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.
- 6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

AGREEMENT FOR ZONE CONTRACT

ANNEXURE – II

Deleted

WORK ORDER UNDER ZONE CONTRACT

ANNEXURE - III

Deleted

DFCCIL

CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

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

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

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

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

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

Witnesses:

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

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

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

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

DFCC-DDU-EL-GS-LT-SS-T011

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

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

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

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

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

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

Where,

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

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

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

Note:

- (a) The Tenderer(s) shall furnish the details of -
 - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and
 - (ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of DFCCIL for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a ‘NIL’ statement should be furnished. The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.
- (b) In case if a bidder is JV, the tenderer(s) must furnish the details of
 - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and
 - (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of DFCCIL for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a ‘NIL’ statement should be furnished. The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.
- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual “bid capacity” of all the members shall be taken as JV’s “bid capacity”.
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.

DFCC-DDU-EL-GS-LT-SS-T011

(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

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

(Bid Security)

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

Name of the Bank: -----

President of India,
Acting through,
Chief General Manager/DFCCIL/DDU,

Beneficiary: DFCCIL

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned [*Insert name(s) of authorized representatives of the Bank*], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the DFCCIL full amount in the sum of [Insert required Value of Bid Security] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the DFCCIL any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the DFCCIL on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by DFCCIL without any reference to the Bidder and without the DFCCIL being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

DFCC-DDU-EL-GS-LT-SS-T011

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the DFCCIL and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by DFCCIL at any time.
6. This guarantee will remain valid and effective from.....*[insert date of issue]*till*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and DFCCIL herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the DFCCIL. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details
—

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

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

Date

.....
Place.....
signature(s)

Bank's Seal and authorized
[Name in Block letters]
[Designation with Code No.].....
[P/Attorney] No.

DFCC-DDU-EL-GS-LT-SS-T011

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

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

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

PROFORMA FOR TIME EXTENSION

No. _____ Dated: _____

Sub: (i) _____ (name of work).

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

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

Dear Sir,

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

Yours faithfully

For and on behalf of the President of India

**PROFORMA OF 14 DAYS NOTICE FOR OFF LOADING OF PART OF CONTRACT WORK
DFCCIL**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to show adequate progress of work so as to complete the contract within the original / extended date of completion of contract and part(s) of contract work are yet to be started/ still lagging behind the agreed program of work, listed as under:

(Details of part(s) of work which is delayed and can be executed independently, to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.
3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work, you are hereby given 14 days' notice in accordance with Clause 40A of the Standard General Conditions of Contract to deploy adequate resources i.e. *(the details of resource requirement, to be mentioned)* and commence / to make good the progress for part(s) of works detailed above, failing which action as provided in Clause 40A of the Standard General Conditions of Contract shall be commenced after expiry of 14 days' notice period viz. to offload few/ all part(s) of work mentioned above to any of the existing or new contractor without your participation and at your Risk & Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

**NOTICE FOR PART OF CONTRACT WORK OFFLOADED
DFCCIL**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Fourteen days' notice under Clause 40A of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no/inadequate action to deploy adequate resources to commence the part(s) of work/show adequate progress of the part(s) of work, mentioned therein.

As you have failed to abide by the instructions issued to commence the part(s) of work/show adequate progress of the part(s) of work even at the lapse of 14 days' notice period under Clause 40A of the Standard General Conditions of Contract, few part(s) of the work under the contract have been offloaded and being executed by other mode(s) at the cost detailed below:

Or,

1. Please refer your request letter no..... dated, wherein it was requested under clause 40 A of the Standard General Conditions of Contract to offload part(s) of works at your risk & cost. The details of part(s) of the work under the contract which have been offloaded and being executed by other mode(s) at the cost detailed below:

(List of Part(s) of work offloaded, Details of mode of execution of such offloaded work alongwith approximate cost thereof to be mentioned)

2. The final measurement of work(s) already executed for above part(s) of work recorded as per clause 45 (A) or/and 45 (B) of the Standard General Conditions of Contract is enclosed herewith.

3. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.

4. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs. _____, over & above the cost of execution under this contract (including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.

DFCC-DDU-EL-GS-LT-SS-T011

5. The Contract value gets reduced to Rs.....:

6. You are requested to continue with the balance work in the contract subsequent to offloading of above part(s) of work.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

CERTIFICATE OF FITNESS

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

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

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

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

9. Reasons for :
 - (a) Refusal to grant certificate, or _____
 - (b) Revoking the certificate _____

Signature or left hand

Thumb impression of the person examined.

Signature of Certifying Surgeon

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

ANNEXURE – IX

**PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS
(DETAILS OF PART OF WORK TO BE MENTIONED)**

DFCCIL

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

DFCCIL

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

PROFORMA OF TERMINATION NOTICE

DFCCIL

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

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

(DETAILS OF PART OF WORK TO BE MENTIONED)

DFCCIL

(Without Prejudice)

To

M/s

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Seven days' notice under Clause 62 of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).
2. You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work.....(Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract shall stands reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

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

DFCCIL

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

FINAL SUPPLEMENTARY AGREEMENT

1. Articles of agreement made this day _____ in the year _____ between the President of India, acting through the _____ DFCCIL Administration having his office at _____ herein after called the DFCCIL of the one part and _____ of the second part.
2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number _____ dated _____ for the performance _____ herein after called the 'Principal Agreement'.
3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on _____ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.
4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ including the Final Bill bearing voucher No. _____ dated _____ of value _____ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received sum of ₹ _____ through the Final Bill bearing voucher No. _____ dated _____ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement excluding the Security Deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)

Or

And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).

And whereas the party hereto of the second part have received sum of ₹ _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No..... to Page No.... of Measurement Book No.....and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed

DFCC-DDU-EL-GS-LT-SS-T011

claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the Security Deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)

5. It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses_____

ADDRESS:_____

Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation (Amendment) Act

I/we..... (Name of agency/Contractor) with reference to agreement no..... raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims :

Brief of claim:

- (i) Claim 1- Detailed at Annexure-
- (ii) Claim 2 –
- (iii) Claim 3 –

I/we..... (post of Engineer) with reference to agreement no..... hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/we.....do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant_____ Signature of Respondent

Agreement under Section 31(5)

I/we..... (Name of claimant) with reference to agreement no..... hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64(6) of the Standard General Conditions of Contract.

Signature of Claimant_____ Signature of Respondent_____

*Strike out whichever not applicable.

**Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways
General Conditions of Contract**

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. **I do not have more than ten on-going Arbitration cases with me.**
5. I hereby certify that I have retired from Railways w.e.f. _____ and empanelled as DFCCIL Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.
Or
I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:
7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.
Or
I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:
8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.
Or
There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

Format of Bank Guarantee for Performance Security

Bank Guarantee No.: Dated :.....

To,

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

Acting through Chief General Manager, Dedicated Freight Corridor Corporation of India
Ltd. Manas Nagar Railway Colony, Near RPF Post, Pt. Deen Dayal Upadhyay, Post Office:
Alinagar, Chandauli- 232101, Uttar Pradesh

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

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

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

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

Now, we the undersigned (name of the Bank official), of the Bank being fully authorized
to sign and to incur obligations for and on behalf of the Bank hereby declare that the said
Bank will guarantee the Employer the full amount of Rs.----- (Rs. In words)
as stated above.

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

We -----(indicate the name of Bank), further undertake to pay to the Employer any
money so demanded not withstanding any dispute or dispute raised by the contractor in
any suit or proceeding pending before any court or Tribunal relating to liability under this
present being absolute and unequivocal.

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

DFCC-DDU-EL-GS-LT-SS-T011

We------(indicate the name of bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till at all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by -----

(Designation and address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Not with standing anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing , thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

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

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

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

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

We----- (name of the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. -----
---- (in words).
- ii) This Bank Guarantee shall be valid up to -----, unless extended on demand by Employer.

DFCC-DDU-EL-GS-LT-SS-T011

iii) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before-----

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

Bank Seal

Signature of Bank Authorize Official with Seal

Name :-----

Designation:-----

Address :

Witness:

1. Name :.....
Designation :.....
Address :

2. Name :.....
Designation:.....
Address :.....

FINANCIAL OFFER

SCHEDULE OF PRICES & TOTAL PRICES
Tender Schedule

Provision for LT Sub-Station and augmentation of power supply arrangement in DFCCIL Office Complex at DDU Under CGM DDU Unit.					
SN.	Item Description	Qty.	Unit	Rate(Rs)	Total
1	Supply of XLPE/LT cable of Size 4x240 sqmm	700	Meter	1087	760900
2	Supply of XLPE/LT cable of Size 4x95sqmm	250	Meter	458	114500
3	Supply of XLPE/LT cable of Size 4x35 sqmm	250	Meter	191	47750
4	Supply of HDPE Pipe Laying and drawing of HT /LT cables through Pressure mechanism inside the pipe and proper connection to junction Box as per site requirement in all respect (Size of cable HT/LT 3 core/4core from 50 sq mm to 240 sq mm)thickness of HDPP should not be less than 06 mm. HDPE will be laid down in the pucca Trench as per site requirement of pucca Trench as well as HDPE should be confirming to IS 14333 1966or latest .Make of pipe :Asian ,Apollo, Vectus or similar .HDPE pipe ,pressure rating at 30Deg.Centigrade :PN6, Conformity to IS :4984 or latest ,Thickness of pipe Min.5.3 mm and max. 5.9 mm ISI Marked ,CM /L: 7395589,Material Grade :PE 100	1150	Meter	592	680800
5	Supply Installation Testing & commissing of Low Tension Panal of Size (W4800 x H2175 x D1000) Indoor type floor mounting deest & Vermin Proof with IP42 Protection and Busbar of Electro grade Copper Sutaible for 3 Phase 4 Wire Supply Bus bar will be insulated with Heat shrikable colour code PVC Sleeves Comprising with follwing Make precision System Control.	1	Set	2315848	2315848
	Incomer	Specification	Quantity		
A	800A 4p 50 KA EDO ACB with Microprocessor based O/L, Sc Protection release	L&T / Legrand/Or Similar	3		
B	Under Voltage Release		3		
C	6A SP 10 KA MCB		18		
D	10A Dp 10 KA MCB		6		
E	Digital AMP meter with Selector Switch		3		
F	Digital Voltmeter with Selector Switch		3		
G	Aux Contact(4 No + 4 NC)		12		
H	R Y B Phase indicating Lamp 230 VAC	ESS-BEE or similar	9		

DFCC-DDU-EL-GS-LT-SS-T011

I	Breaker Control Switch	GIC or similar	3		
J	CTs 800/5A CL-1.0 15 VA	AE/KAPPA or similar	9		
K	Bus Coupler				
L	800 A 4P 50 KA EDO ACB with Microprocessor	L&T / Legrand/Or Similar	1		
M	Under Voltage Release		1		
N	6A SP 10 KA MCB		6		
O	10A Dp 10 KA MCB		3		
P	Aux Contact(4 No + 4 NC)		4		
Q	Breaker Control Switch	GIC	1		
R	ON/OFF indicating Lamps	ESS-BEE	2		
S	BUSBAR				
T	800A TPN Copper 415 V 50 HZ AC				
	Outgoing				
A	400 A 4P 36KA MCCB with Tharmal Magnetic based O/L & S/C Protection Release	L&T / Legrand/Or Similar	1		
B	200A 4P MCCB Spreader & Extended rotary handle		1		
C	200A 4P 36 KA MCCB with Thermal Magnetic based O/L & S/C Protection Release		4		
D	200 A 4P MCCB Spreader & Extended rotary Handle		4		
E	100 A 4P 36 KA MCCB with Tharmal Magnetic based o/L & S/C Protection Release		2		
F	100 A 4P 36 KA MCCB Spreader & Extended rotary handle		2		
G	63A 4P MCCB with Thermal magnetic based O/L & S/C Protection Release		2		
H	63A 4P MCCB Spreader & Extended ratary handle		2		
6	Provision of Chemical earthing ,Material shall be NABL lab Tested with less than 0:22 OHm-m resistivity conforming to IES 62561-7,materials shall be Granular from in Size 0.1 mm to 0.3 mm and shall have water solubility of less than 51%min . Qty.required for 150mm dia .of 3000mm depth shall be 35 Kg . Bore size 150mm dia . and 3000mm depth ,size of copper strip:300mm depth,sizeof copper strip:300mm x25mm x6 mmwith 4x12 mm Hole shall be exothermically welded (As per IEEE837 by NABL/ILAC Member Labs)to main earth Electrode for taking connection . The earth Chamber will be 300x300 x300 mm (Inside dimension)as per IEC62561-5 or Latest of RCC Finish. The RRC earth pit	4	Each	9106	36424

DFCC-DDU-EL-GS-LT-SS-T011

	Cover shall be pre casted with 8-10 mm GL Loop for handling and lifting purpose .				
7	Supplying and making straight through joint with cast resin compound including ferrules and other jointing materials for following size of PVC insulated and PVC sheathed/XLPE aluminium conductor cable of 1.1 KV grade as required.Sutable for 3.5X70 sq mm XLPE/LT Cable.	2	Each	3363	6726
Total (Including GST)					3962948
(Rupees Thirty Nine laks Sixty two Thousand Nine Hundred and Gourty Eight Only)					

DFCC-DDU-EL-GS-LT-SS-T011

OFFER SHEET						
Offer to be filled up by Tenderer(s) in below table						
S.N.	Scope of work	Estimated cost (Rs.)	Below/ Above/ At par	% quoted by bidder	% quoted by bidder in words	Total cost
Col.- 1	Col.-2	Col. -3	Col.-4	Col.-5	Col. -6	Col.-7
1	Provision for LT Sub-Station and augmentation of power supply arrangement in DFCCIL Office Complex at DDU Under CGM DDU Unit.	39,62,948.00				

Quoting of rates

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

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

Signature of tenderer with seal

Explanatory Notes for BOQ:

- (i) The rates shall also be inclusive of all GST and / or any other taxes, license fee and royalty charges etc. if any.
- (ii) **Contractor should bear the fact in mind while quoting the rates that GST will be paid to Contractor by DFCCIL as per prevailing rate for further deposition of GST to State Govt. and/or Central Govt.** as applicable. Documentary evidence of deposition of GST will be produced by contractor.
- (iii) The above quantity is approximate: -The DFCCIL reserves the right to increase / decrease the same.
- (iv) The contractor should adhere to **Anti Profiteering Provisions** as per section 171 of the CGST Act. Where due to change in the rates of GST / Change in law, the contractor gets any credits / benefits, the same shall be passed on to DFCCIL by way of reduction in prices.

TENDERER'S CREDENTIALS

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

TECHNICAL ELIGIBILITY CRITERIA DETAILS

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

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

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

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

Signature of the
Tenderer with Seal

DFCC-DDU-EL-GS-LT-SS-T011

Form No. 2B

Statement of Works in Progress for Bid Capacity

BID CAPACITY- DETAILS OF EXISTING COMMITMENT AND BALANCE WORK

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

Name of Tenderer/JV partner:

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

Note:-

Where

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

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

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

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

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

APPLICANT'S PARTY INFORMATION FORM

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

Signature of the
Tenderer with Seal

**ECS / NEFT / RTGS
MANDATE FORM**

Date:

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

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

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

Confirmed by Bank signature of tenderer with stamp and address
Enclose a copy of crossed cheque

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

(On paper of requisite stamp value)

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

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

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

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

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

PRE CONTRACT INTEGRITY PACT**General**

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

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

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

NOW, THEREFOR,

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

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

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

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

Commitments of the CLIENT

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

DFCC-DDU-EL-GS-LT-SS-T011

- 1.2 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) in reported by the BIDDER to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the Contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the Contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the Contract or in furtherance to secure it and in particular committee itself to the following: -
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the (B) in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contractor any other Contract with the Government for showing or for bearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
 - 3.3 *BIDDER shall disclose the name and address of agents and representatives and Indian BIDDER shall disclose their foreign principals or associates.
 - 3.4 * BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the CLIENT that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the Contract to the BIDDER nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER either while presenting the bid or during pre-contract negotiations or before signing the Contract shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the Contract and the details of services agreed upon for such payments.
 - 3.7 The BIDDER will not collude with other parties interested in the Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and

implementation of the Contract.

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

4. Previous Transaction

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

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments: -
 - i. Bank draft or a pay order in favour of _____.
 - ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof or payment.
 - iii. Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the article pertaining to performance Guarantee in the Contract that the provisions of sanctions for violation shall be

DFCC-DDU-EL-GS-LT-SS-T011

applicable for forfeiture of performance bond in case of a decision by client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

6. Sanctions for Violations

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

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.

(ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the Contract is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.

(iii) To immediately cancel the Contract, if already signed, without giving any compensation to the [A].

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

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

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.

(viii) To recover all sums paid in violation of this pact by BIDDER to any middleman or agent or broker with a view to securing Contract the contract.

(ix) In cases where irrevocable letters of credit have been received in respect of any Contract signed by the client with the BIDDER, The shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The client will 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

DFCC-DDU-EL-GS-LT-SS-T011

enacted for prevention of corruption.

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

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or subsystems were 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 under contractual obligation to treat the information and documents of the

[A] With confidentiality.

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

The actions stipulated in this integrity pact are without prejudice to any other legal action that

DFCC-DDU-EL-GS-LT-SS-T011

may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

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

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

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

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

and

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

and

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

The expressions of And Shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “the Parties” and individually as “the Party”

WHEREAS:

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

2. The `Parties' have studied the documents and have agreed to participate in submitting a `bid' jointly.

3. M/sshall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Client. For the purpose of submission of bid proposals, the parties agree to nominate As the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. However M/s shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s.....to M/s.....

4. The `Parties' have resolved that the distribution of responsibilities and their proportionate share in the Joint Venture is as under:
 - (a) Lead Partner;
 - (i)
 - (ii)
 - (iii)

(b) Joint Venture Partner

- (i)
- (ii)
- (iii)

[Similar details to be given for each partner]

5. JOINT AND SEVERAL RESPONSIBILITIES

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

6. ASSIGNMENT AND THIRD PARTIES

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

7. EXECUTIVE AUTHORITY

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

8. BID SECURITIES

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

9. BID SUBMISSION

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

10. INDEMNITY

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

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

12. DOCUMENTS & CONFIDENTIALITY

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

13. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached

as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be Delhi.

14. VALIDITY

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

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

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

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

17. NOTICES

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

Lead Partner	Other Partner(s)
.....
(Name & Address)	(Name & Address)

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

M/s.....	M/s.....
.....
(Seal)	(Seal)

Witness

1..... (Name & Address)

2..... (Name & Address)

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

DRAFT FORMAT OF JOINT VENTURE AGREEMENT

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

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

A. CONDITIONS AND TERMS OF JV AGREEMENT

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

B. SCHEDULES

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

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

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

No....

Dated.....

From:

.....
.....

To,
Chief General Manager.,
Dedicated Freight Corridor Corporation of India Ltd.
Manas Nagar Railway Colony, Near RPF Post,
Pt. Deen Dayal Upadhyay, Chandauli- 232101

Re: ...“[Insert name of work].....”

Ref: Your notice for Invitation for Bid (IFB) No.....

Dated

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

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

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

OR

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

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

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

Yours
faithfully,
(Signature)
(Name of Signatory).....
(Capacity of Signatory).....
Company Seal * Delete as applicable

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

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

POWER OF ATTORNEY*

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

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

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

Dated this the day of 2022.

(Signature of authorised Signatory)

Signature of Lead Partner

Signature of JV Partner(s)

.....
(Signature and Name in Block letters of Signatory)
Seal of Company

Witness
Witness 1: Name:

Witness
Witness 2: Name:

Address: Occupation:

Address: Occupation:

**Notes:*

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

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

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

POWER OF ATTORNEY*

Whereas Dedicated Freight Corridor Corporation of India Limited has invited Bids for the Work of providing cover shed over approaches on RUB's under jurisdiction CGM/DDU unit of Eastern Dedicated Freight Corridor.

Whereas, the members of the Joint Venture comprising of M/s. ..., M/s., M/s....., and M/s. are interested in submission of bid for the work of ...*[Insert name of work]*... in accordance with the terms and conditions contained in the bidding documents.

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

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

**To be executed by all the members of the JV except the lead member.*

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

We hereby agree to ratify all acts, deeds and things lawfully done by lead member, our said attorney, pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Joint Venture.

DFCC-DDU-EL-GS-LT-SS-T011

Dated this the Day of 2024

.....
(Signature)

..... (Name in Block letters of Executants)
Seal of Company

Witness 1	
Name:	
Address:	
Occupation:	
Witness 2	
Name:	
Address:	
Occupation:	

PART-X

DRAWINGS

DRAWINGS

The indicative drawing as applicable for **Provision for LT Sub-Station and augmentation of power supply arrangement in DFCCIL Office Complex at DDU Under CGM DDU Unit** can be seen in the office of the Chief General Manager, Dedicated Freight Corridor Corporation of India Ltd. Manas Nagar Railway Colony, Near RPF Post, Pt. Deen Dayal Upadhyay, Post Office: Alinagar, Chandauli- 232101, Uttar Pradesh at any time during the office hours.

Detail Drawings shall be arranged by tenderer itself for execution of work.

END OF DOCUMENT
