



Name of Work: Comprehensive and preventive maintenance work of 132 KV and 220 KV transmission lines between Abdullapur (Jagadhari, Haryana) GSS of PGIL to Wair (Uttar Pradesh) TSS/DFCCIL via Jagadhari TSS/DFCCIL and Pasauli (Sasaram, Bihar) to Durgawati (Bihar) sections of Eastern Dedicated Freight Corridor.

E-TENDER DOCUMENT
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
Under MINISTRY OF RAILWAYS

Employer

**Dedicated Freight Corridor Corporation of India Limited,
Corporate Office, Supreme Court Metro Station
Building, Pragati Maidan, New Delhi-110001.**

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PART-I
CHAPTER-I
CHECK LIST OF DOCUMENTS TO BE
UPLOADED IN E-TENDER

PART-I
CHAPTER – I
CHECK LIST

Check List of items/documents pertaining to Bid to be uploaded by the bidder in E-Tender portal on or before the last Date & Time of Bid Submission	
Item No.	Items
1	Bid Security to be paid online through payment gateway provided at www.ireps.gov.in in the Account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi as per clause No. 1.3.8, Part-I, Chapter-III of Tender Document.
2	Cost of Bid Document (if any) to be paid online through payment gateway provided at www.ireps.gov.in in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi on or before Schedule Date & Time of Submission of Bid as per clause no 1.3.7, Part-I, Chapter-III of Tender Document.
3	A declaration from the person having PoA (Power of Attorney) on the Letter Head of the Applicant/Bidder that they agree and abide by the bid documents and amendments thereof (if any) and would execute the work accordingly (Offer letter, Form No. 1A).
4	Format for Certificate to be submitted/uploaded by Tenderer along with the Tender Documents (Form No. 1B).
5	Power of Attorney of the person Authorized for signing/submitted the Tender (Form No. 22).
6	If applicable, the Power of Attorney for Authorized Signatory of JV Partners and for Lead Member of JV (Form No. 12 & 13 respectively)
7	Documents in support of their formation as Proprietary Firm/Partnership Firm/Company/Joint Venture/LLP/Registered Society/Registered Trust/HUF as per the requirement defined in Para 1.3.12 of Part-I, Chapter-III of Tender Documents and documents required in case of participation of Joint Venture and Partnership Firm as per the requirement defined in Para-1.3.13 and 1.3.15 of Part-I, Chapter-III (Preamble and General Instructions to Tenderers) of Tender Document.
8	Integrity Pact Duly Signed by the Bidder (Form No. 19). The bidders are required to download the Integrity Pact as uploaded in the Tender Document & Sign the same put Rubber Stamp Seal and upload the signed copy on E-Tendering Website.
9	Submission of Tenderer's Credentials in accordance with Technical Eligibility Criteria defined in Para 1.3.6.12 (Preamble & General Instructions to Tenderer) of Part-I, Chapter-III of Tender Document in prescribed forms. (Form No. 2A/2AA)
10	Submission of Tenderer's Credentials in accordance with Financial Eligibility Criteria defined in Para 1.3.12 B. (Preamble & General Instructions to Tenderer) of Part-I, Chapter-III of Tender Document in prescribed forms. (Form No. 2B)
11	Submission of Tenderer's Credentials in accordance with Bid Capacity Eligibility Criteria defined in Para 1.3.12 (Preamble & General Instructions to Tenderer) of Part-I, Chapter-III of Tender Document in prescribed forms. (Form No. 2C), If applicable as per clause no 1.3.12, Part-I, Chapter-III of Tender Document
12	Applicant's Party Information Form (Form No. 2D)
13	Memorandum of Understanding (in case of JV) as per bid document. (Form No. 9)
14	In case of JV, Joint Venture agreement (Form No. 10)
15	Letter of participation from each partner of Joint Venture (JV) (Form No. 11)

16	Valid GST Registration, EPF Registration and PAN No. details
17	No Deviation Certificate (Form No. 23).
18	Form no.8 (Mandate form)
19	Form no 28- Doc. of authorization LC
20	Tender Document with Digital Signature
21	Technical & Financial Bid to be filled and submitted on www.ireps.gov.in by following the steps available at E-Tender IREPS Portal.

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

Important Notes:

- i. For Document mentioned at S. No. 1 of the checklist above, the E-Receipt of IREPS payment transaction for Bid Security (submitted by the Tenderer online on www.ireps.gov.in) shall be uploaded as attachment at E-Tender IREPS portal of IREPS.
- ii. For Document mentioned at S. No. 2 of the checklist above, the E-Receipt of IREPS payment transaction for Cost of Bid Document (submitted by the Tenderer online on www.ireps.gov.in) shall be uploaded as attachment at E-Tender IREPS portal of IREPS.
- iii. Document mentioned at S.No. 3 to 18 above of the Check list should be scanned and uploaded as attachment at E-Tender portal (www.ireps.gov.in). The detailed instructions of E-tendering can be read through website www.ireps.gov.in (Centre link provided on the home page).
- iv. Similarly, the document mentioned at S.No. 19 of the Check list should first be downloaded from E-Tender Portal (in PDF Format) and thereafter upload them to E-Tender IREPS Portal, through digital signature.
- v. For Document No. 20 of the Check list, Technical & Financial Bid to be filled and submitted on www.ireps.gov.in by following the steps available at E-Tender IREPS Portal

***Apart from other documents as mentioned in the Tender document which may lead to summarily rejection of bid, the bidders should note that non submission of Form no. 28 also shall lead to summarily rejection of Bid.**

PART-I
CHAPTER-II
NOTICE INVITING E-TENDER

Chapter-II

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

Tender No: HQ/EL/TS/AMC/TR-LINE/2024

NOTICE INVITING E-TENDER**National Competitive Bidding**

Name of Work: Comprehensive and preventive maintenance work of 132 KV and 220 KV transmission lines between Abdullapur (Jagadhari, Haryana) GSS of PGIL to Wair (Uttar Pradesh) TSS/DFCCIL via Jagadhari TSS/DFCCIL and Pasauli (Sasaram, Bihar) to Durgawati (Bihar) sections of Eastern Dedicated Freight Corridor.

1.2.1 Group General Manager/Electrical/TS, Corporate Office - Dedicated Freight Corridor Corporation of India Limited, Supreme Court Metro Station Building, Pragati Maidan, New Delhi, India, invites E-Tenders in Single Stage Two Packet System on prescribed forms from Firms/Companies/Joint Ventures meeting requisite experience and financial capacity for execution of the following work:

Tender No.	HQ/EL/TS/AMC/T/TR-LINE/2024
Name of Work	Comprehensive and preventive maintenance work of 132 KV and 220 KV transmission lines between Abdullapur (Jagadhari, Haryana) GSS of PGIL to Wair (Uttar Pradesh) TSS/DFCCIL via Jagadhari TSS/DFCCIL and Pasauli (Sasaram, Bihar) to Durgawati (Bihar) sections of Eastern Dedicated Freight Corridor.
Employer/Client/Owner	Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), A Govt.Of India (Ministry of Railways) Enterprises through Group General Manager/Electrical/Corporate Office, Supreme Court Metro Station Building, Pragati Maidan, New Delhi-110001.
Type of Tender	Open E-Tender (Single Stage Two Packet System)
Type of Contract	Works Contract
Total Estimated Cost	₹ 2,01,62,665/- including GST @ 18% and 1% Contingency
Period of Contract	36 Months
Earnest Money Deposit	₹ 2,50,800/- to be paid online through payment gateway provided at www.ireps.gov.in in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi.
Cost of Tender Document (Non-Refundable)	Not Applicable
Validity of Offer	120 days
Retention Money/Security Deposit	5% of Contract Value (as per Clause No. 16 (1) of GCC)

Performance Bank Guarantee	Performance Guarantee (PG) must be submitted within 21 (Twenty-One) days from the date of issue of Letter of Acceptance (LOA), amounting to 5% of the Contract Value (as per Clause No. 16 (4) of GCC).
E-Tendering Website	www.ireps.gov.in For any help, please refer to “Learning Centre under E-Tender: Works, 1. “Instructions to Contractors” containing the detailed guidelines for E-Tendering available on www.ireps.gov.in and on Helpdesk of IREPS: 011-23761525.
Date & Time Schedule	
Date of Uploading of NIT/Tender Document (Online) on IREPS Portal	30.07.2024
Date of Tender Document Download/Sale (Online) from IREPS Portal	30.07.2024
Issue of Corrigendum if any	On or before Fifteen Days from date of Tender Closing Date (on www.ireps.gov.in)
Tender Closing Date and Time	20.08.2024, 15:00Hrs
Date & Time of Opening of Bid (Online)	20.08.2024, 15:30Hrs
Representative/Contact Person of DFCCIL/Noida Unit	Sh. Gohar Reza, Dy. Gen. Manager/Electrical and Sh. Sanjeev Malik, Sr. Executive/Electrical; Corporate Office, Dedicated Freight Corridor Corporation of India Ltd., Supreme Court Metro Station Building, Pragati Maidan, New Delhi-110001, Mobile No: 9717636938. E-MAIL ID: greza@dfcc.co.in , smalik@dfcc.co.in
Address for Opening of Tender	Dedicated Freight Corridor Corporation of India Ltd.- Corporate Office, Supreme Court Metro Station Building, Pragati Maidan, New Delhi-110001

- 1.2.2 Eligibility shall be assessed of Applicants, fulfilling the technical capability and competence as well as for financial and organizational resources as specified in the Tender Document.
- 1.2.3 Tender document can be viewed & obtained/downloaded from www.ireps.gov.in w.e.f. 30.07.2024. The tender document shall have to be purchased in the name of Firms/Company/Joint Venture (as applicable and allowed) and can be downloaded from website www.ireps.gov.in. Tenderers are advised not to make any correction/addition/alteration in the downloaded tender documents. If any such in downloaded tender documents are made, such correction/addition/alteration shall be treated as null and void.
- 1.2.4 DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such cases the addendum(s)/corrigendum(s) shall be issued and placed on www.ireps.gov.in. The tenderers who have purchased or downloaded the tender documents from the website before issue of addendum(s)/corrigendum(s) must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum (s) (if any) shall also be submitted/uploaded duly stamped and signed along with the submission of tender.
- 1.2.5 The tender documents shall be submitted in online mode only through website www.ireps.gov.in in two packets only, viz Packet-A containing TECHNICAL BID and Packet B containing FINANACIAL BID

The bidder shall submit the Bid Security & Tender document cost on or before scheduled date & time of submission of bid.

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

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

Tender shall be submitted through Online mode only at www.ireps.gov.in. Tender submitted by any other mode will not be accepted.
- b. Tenders shall be opened through the process of E-tendering on/after scheduled date & time in the presence of the tenderers or their authorized representatives intending to attend the opening. Bid of the bidders shall be opened through process of e-tendering. The sequence of opening shall be: i) Earnest Money Deposit (EMD) and Tender Document Cost ii) Technical Bid. iii) Financial Bid (at a later stage after scrutiny & finalization of acceptable Technical Bids) Tender shall be submitted as per "General Instructions to Tenderers" forming part of the complete tender documents.
- c. Any tender received without Bid Security in the form as specified in the Tender Documents shall not be considered and shall be summarily rejected.
- d. DFCCIL reserves the right to cancel the tender before submission/opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
- e. Tenderers may note that they are liable to be disqualified at any time during the tendering process if any of the information furnished by them is not found to be true. Bid Security of such tenderers shall be forfeited & the decision of DFCCIL in this regard shall be final and binding.
- f. In the Two packet system, DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them in technical bid. Financial bids from only those bidders would be opened, whose technical bids are found acceptable. In the event of any document being found false (at a later stage), the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Also, action against such a disqualified tenderer shall be taken as per the provisions of the Tender.
- g. Information as required as per various Forms of tender document should be submitted by the tenderers strictly as per formats.
- h. The validity of the offer shall be at least 120 days from the date of opening of the tender.
- i. Transfer of the tender document purchased by intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased /downloaded from website: www.ireps.gov.in by them.
- j. Tenderers must read all instructions regarding the E-Tendering process as mentioned in "Learning center under E-Tender: Works", 1. "Instructions to Contractors" available on www.ireps.gov.in.
- k. Tenderers are advised to regularly visit the E-Tender Portal (www.ireps.gov.in) for information regarding tender documents, corrigendum, addendum (if any) etc.
- l. The rates quoted by the contractor are deemed to be inclusive of site clearance, setting outwork, profile, setting lay out on ground, establishment of reference benchmark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers,

imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well-ventilated workers housings in sufficient numbers working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works if required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.

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

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

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

- n. Deleted.
- o. Joint Ventures are not applicable for this work.
- p. Bid Capacity (Form no 2C) is not applicable for this work.
- q. Advances to Contractor-

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. As the value of this tender is less than Rs. 50 Cr., hence, any type of advances to Contractor is not admissible.

**Group General Manager/Electrical/TS,
for & on behalf of DFCCIL**

PART-I
CHAPTER-III
PREAMBLE & GENERAL INSTRUCTIONS TO
TENDERERS

PART-I

Chapter-III

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

1.3.1 Introduction

(i) General

Ministry of Railways (MoR) established the Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a Schedule “A” Public Sector Undertaking wholly owned by Ministry of Railways, Govt. of India to undertake Planning & Development, Mobilization of Financial Resources, Construction, Maintenance and Operation of the Dedicated Freight Corridor Project. DFCCIL was incorporated as a Company under the Companies Act 1956 on 30th October 2006.

This company is now actively engaged in the implementation of Computerized Multi Modal High Axle Load Dedicated Freight Corridor Project between Delhi-Mumbai under the Western DFC Corridor and Ludhiana-Delhi-Kolkata under the Eastern DFC Corridor.

The DFC project will also restore the Indian Railway’s competitive strength in the freight transportation market and emerge as the major low carbon and energy efficient transport system in the country. It will drive the establishment of industrial corridors and logistic parks along its alignment and play a crucial role in supporting India’s growing economy.

Scope of Work of this Tender:

Name of Work: Comprehensive and preventive maintenance work of 132 KV and 220 KV transmission lines between Abdullapur (Jagadhari, Haryana) GSS of PGIL to Wair (Uttar Pradesh) TSS/DFCCIL via Jagadhari TSS/DFCCIL and Pasauli (Sasaram, Bihar) to Durgawati (Bihar) sections of Eastern Dedicated Freight Corridor.

1.3.2 General Instructions (for only E-Tendering System):

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

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

A. ACCESSING/ OBTAINING/ PURCHASING PROCESS OF TENDER DOCUMENT:

- (i) It is mandatory for all the Tenderers to have Class-III Digital Signature or as specified by IREPS (in the name of person who will sign the Bid and will submit the online tender and is authorized to do so) certified from any of the licensed certifying agency (“CA”) to participate in E- Tendering of DFCCIL [Tenderer scan see the list of licensed CAs from the link www.cca.gov.in].
- (ii) To participate in the E-Tender, it is mandatory for the Tenderers to get themselves registered with the IREPS (www.ireps.gov.in) and to have user ID & password.
- (iii) www.ireps.gov.in is the only website for submission of online tender. The detailed instructions of E-Tendering can be read through website www.ireps.gov.in on “Learning Centre under E- Tender: Works, 1. Instructions to Contractors” containing the detailed guidelines for E-Tendering.
- (iv) Tender shall be submitted through online mode only at www.ireps.gov.in. Tender submitted by any other mode will not be accepted.
- (v) All the required documents (legible) as mentioned in Checklist have to be uploaded along with the offer on www.ireps.gov.in.

- (vi) The Addendum/Corrigendum, if any; shall be hosted on the website www.ireps.gov.in only. The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website www.ireps.gov.in as bid shall be accepted through online mode only.
- (vii) Tenderers are required to give Un-Conditional offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, cancel, reject, and re-float tender without assigning any reasons whatsoever.
- (viii) The Tenderers shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting the rates. If the Contractor has any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or required clarification, he shall at once contact the authority inviting the tender for clarification at least eighteen days before the due date of submission of the tender.
- (ix) Bid document shall be accompanied by all the documents required to be submitted as specified in the Tender Document along with all Addendums and Corrigendum.
- (x) All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-Compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- (xi) After Award of Contract to the Successful Contractor, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.
- (xii) Order of precedence of Documents: In Tender/Contract, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:
 - a. Letter of Award
 - b. Bill(s) of Quantities.
 - c. Special Conditions of Contract.
 - d. Technical Specifications as given in tender documents.
 - e. Drawings, if any.
 - f. General conditions of Contract in this tender.
 - g. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

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

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

- (xvii) Evaluation of tenders will be made based on fulfillment of Eligibility Criteria mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the Tenderer.

B. PREPARATION & SUBMISSION OF TENDER:

As per Important Notes of Checklist, Part-I, Chapter-I of Tender Document.

C. MODIFICATION/SUBSTITUTION/WITHDRAWAL OF BIDS:

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

D. PRE-BID MEETING: Not Applicable.

E. OPENING AND EVALUATION OF BIDS:

- i) Opening of Bids: As per Clause no 1.2.5(b), Part-I, Chapter-II of Tender Document.
- ii) For participating in the tender, the authorized signatory shall be the Digital Signatory.
- iii) The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the BID DOCUMENTS.

DISCLAIMER

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

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

1.3.3 About the Tender: Cost of the Work:

The Estimated Cost of the Tendered Work is approximately ₹ 2,01,62,665/- incl. GST@18% and 1% Contingency (Rs. Two Crore One Lakh Sixty-Two Thousand Six Hundred and sixty Five Rupees only)

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

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

1.3.4 Provision of Make in India Policy 2017 issued by Govt. of India, as amended time to time, shall be followed for consideration of Tender.

1.3.5 TENDER FORM

1. Instructions to Tenderers and Conditions of Tender: The following documents form part of Tender/ Contract:

- a) Tender Forms
 - b) Special Conditions/Specifications (enclosed)
 - c) Bill of quantities (enclosed)
 - d) General Conditions of Contract of this Tender.
 - e) Standard General Conditions of Contract (GCC)-April-2022 of Indian Railways as amended /corrected upto latest correction slips.
2. Tenders containing erasures and/or alterations of tender documents are liable to be rejected.
 3. **Omissions & Discrepancies:** Should a tenderer find discrepancies or omissions in Tender document, 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.
 4. The quantities shown in the attached bill(s) of quantities are given as a guide and are approximate only and are subject to variation according to the needs of the DFCCIL. The DFCCIL does not guarantee work under each item of the bill(s) of quantities. The tenderer(s) shall quote rates / rebates only at specified place in tender in online financial Bid.

1.3.6 Sale & Submission of Tender Document:

1.3.7 Cost of Tender Document:

Tender document is available on www.ireps.gov.in and the same can be downloaded and used as tender documents for submitting the offer.

1.3.8 Bid Security:

- (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 the Department of Industrial Policy and Promotion (DIPP) as 'Start-ups' shall be exempted from payment of Bid Security detailed above.
 - iii) Labour Cooperative Societies shall submit only 50% of the above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.
 - (c) If his tender is accepted, this Bid Security mentioned in sub para (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 DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
 - (d) The Bid Security shall be paid online through e-payment gateway provided at ww.ireps.gov.in in the account of Dedicated Freight Corridor Corporation India Ltd. New Delhi.
 - (e) Subject to exemptions provided under para 1.3.8 (ii) above, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
 - (f) The Tenderer(s) shall keep the offer open for a minimum period of 120 days from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is/are permitted to tender in consideration of the stipulation on his/their part that after submitting his/their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to DFCCIL. Should the tenderer fail to observe comply with the foregoing stipulation, the amount deposited, or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited by the DFCCIL.

1.3.9 Clause applicable for tender documents downloaded from Internet:

- 1.3.9.1 Tenderer/s are free to download tender documents at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. A master copy of the tender document will be available in the office of GGM/EL/TS, DFCCIL Corporate Office, New Delhi.
- 1.3.9.2 After award of the work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Group General Manager/Electrical/TS, Corporate Office - Dedicated Freight Corridor Corporation of India Limited, Supreme Court Metro Station Building, New Delhi-110001 and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents downloaded from the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.
- 1.3.9.3 Bid must be submitted online duly completed in all respect. In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day. Any modified date and time for submission of tenders shall be uploaded on

www.ireps.gov.in. The detailed procedure of tender opening will be as per Para 1.3.2 (e) above.

- 1.3.9.4 The rates should be quoted in figures as well as in words. If there is variation between rates quoted in figures and in words, the rate quoted in 'words' shall be taken as correct. If more than one or improper rates are tendered for the same item, the tender is liable to be rejected.
- 1.3.9.5 Tender documents are to be digitally signed by the tenderers or such person/s on his/their behalf who is/are legally authorized to sign for him/them.

Tenders containing erasures and/or alteration of the tender documents are liable to be rejected.

1.3.10 Care in Submission of Tenders:

1.3.10.1

- (a) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account with that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause 37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer/DFCCIL.
- (b) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenders will ensure that the full benefit of Input Tax (ITC) likely to be availed by them is duly considered while quoting rates.
- (c) 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 the deposition of applicable GST to the concerned authority.
- (d) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

1.3.10.2 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.

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

1.3.10.4 The Tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual and as per which they are qualifying the eligibility criteria and other conditions of Tender document. The standard format of certificate to be submitted by the bidder is enclosed as "Form-1B". Non-submission of the above certificate by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/Digitally signed by which they/he is qualifying the qualifying Criteria mentioned in the Tender document.

A. Right of DFCCIL to Deal with Tenders:

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

The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders. If the tenderer(s) deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the DFCCIL reserves the right to reject such tender at any stage.

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

B. 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.

C. Clarification of Bids:

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

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

D. Execution of Contract Agreement:

The Tenderer whose tender is accepted shall be required to appear in person at the office of Group General Manager/Electrical/TS, Corporate Office - Dedicated Freight Corridor Corporation of India Limited, Supreme Court Metro Station Building, New Delhi-110001, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear and execute the contract agreement within 07 days of notice from DFCCIL that the contract agreement is ready. The Contract Agreement shall be entered into by DFCCIL only after the submission of a valid Performance Guarantee by the Contractor. Failure to do so

shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases, DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the DFCCIL shall be entitled to forfeit the full amount of the earnest money and other dues payable to the Contractor under this Contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

1.3.11 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). For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form “**Form-5**”.

1.3.12 Eligibility Criteria: Technical Eligibility Criteria and Financial Eligibility Criteria: -

A. Technical Eligibility Criteria

The Name of the Work to be executed and its Estimated Cost is as below:

S. No.	Work	Advertised Value of Tender [Incl. of GST]
1.	Comprehensive and preventive maintenance work of 132 KV and 220 KV transmission lines between Abdullapur (Jagadhari, Haryana) GSS of PGIL to Wair (Uttar Pradesh) TSS/DFCCIL via Jagadhari TSS/DFCCIL and Pasauli (Sasaram, Bihar) to Durgawati (Bihar) sections of Eastern Dedicated Freight Corridor.	₹ 2,01,62,665/- (incl. GST@18%)

- 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.

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

“Design, supply, erection, testing & commissioning of EHV (Voltage exceeding 33 KV) Transmission Line.”

ELECTRICAL CONTRACTOR LICENSE—

- a. The Contractor should have a valid Electrical contractor license.
- b. The work shall be carried out by the contractor, having a 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 Government.

- c. 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.

Note for Item:

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

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

1. It shall be the responsibility of the tenderer to submit proper credential certificate(s) from the client stating clearly the value of work and other requisite details etc., as defined in Para 1.3.12 above.
2. Value of complete work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his or her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.
3. In case the tenderer(s) is a partnership firm, the work experience shall be in the name of the partnership firm only.
4. For judging the technical eligibility works which had been executed for the Government/Semi- Government Organization/PSU/Public Listed Company (as mentioned in the Note of Para 1.3.12 above) will only be considered.
5. 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.

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

B. 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 the balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual

contractual turnover.

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

Note:

1. Contractual payments received by a Member in an earlier JV firm shall be reckoned only to extent to the concerned member’s share in that JV Firm for the purpose of satisfying compliance of the above- mentioned financial eligibility criteria in tender under considerations.
2. In case the tenderer/s is a partnership firm, the turnover etc., shall be in the name of partnership firm only.
3. Bid Capacity (Not Applicable for this work) Explanation for clause 1.3.12 - Eligibility Criteria:
 - I. 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.
 - II. 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.
 - III. If a work is physically completed and a completion certificate to this extent is issued by the concerned organization but the final bill is pending, such work shall be considered for fulfillment of credentials.
 - IV. 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 the 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 the 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.
 - V. 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 above clause 1.3.12, the same shall be considered for the purpose of fulfillment of credentials.
 - VI. 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.
 - VII. 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, partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

- VIII.** 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.
- IX.** 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.
- X.** 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.
- XI.** 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.
- XII.** 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.
- XIII.** 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.
- XIV.** In case a tenderer is LLP, the credentials of the tenderer shall be worked out on the above lines similar to a partnership firm.
- XV.** In case company A is merged with company B, then company B would get the credentials of company A also.

C. Credentials of Tenderer

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

- (a) For Technical eligibility criteria, the details will be submitted in "Form No. 2A/2AA" along with supporting documents such as Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (b) For Financial eligibility criteria, the details will be submitted in "Form No. 2B" along with supporting documents such as Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (c) For Bid capacity criteria, the details will be submitted in "Form No. 2C" along with supporting documents – **Not Applicable for this work.**
- (d) Applicant's Party Information Form "Form No. 2D"
- (e) A copy of a certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. The standard format of the certificate to be submitted by the bidder is enclosed as "Form No. 1B". 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.
- (f) The tenderer shall submit the completion certificates/certified completion certificates from the client(s) or Photocopy of original certificates of client. These certificates should indicate the details of works carried out and successful commissioning of similar type of work executed by the tenderer. Completion certificate from Govt. organization/Semi Govt. organizations/PSUs/Public Listed Company (as mentioned in Note for Item 1.3.12) will only be accepted. The certificate from Private individual/Private Company for whom such works are executed shall not be accepted. In case, the work is executed for Public Listed Company as mentioned above, copy of work order, bill of Quantity, 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 shall be submitted.
- (g) Tenderer shall submit a statement of contractual payments received during last three financial years and current financial year on the prescribed Performa as per "Form No. 2B" duly certified by Chartered Accountant in the form of UDIN Certificate. The above certificate shall be based on Form 16A issued by the Employer i.e., the certificate of deduction of tax at source as per Income Tax Act, 1961 and Form 26AS issued by Income Tax Department. The photocopies of Form 16A/Form 26AS shall be enclosed or a certificate from auditor or audited balance sheet certified by Chartered Accountant clearly indicating the contractual amount received. DFCCIL may invite the Tenderer for offline/online verification of Form 16A & Form 26AS.
- (h) 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 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 DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of DFCCIL thereunder.
- (i) (i) 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 up to five years.
(ii) In case any information submitted by the 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.

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

1.3.13 The tenderer shall be considered disqualified/in-eligible if:

- (a) The Tenderer or any of its partners and/or subcontractors included in the tender has been banned for business with Ministry of Railways/DFCCIL along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Web site (<http://www.indianrailways.gov.in/railwayboard>) of Railway Board pertaining to banning of Business, with the banning being valid as on the date of submission of the Tender.
- (b) The Tenderer or any of its partners has suffered bankruptcy/insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of application.

1.3.14 Execution of Contract Documents:

The successful Tenderer(s) shall be required to execute an agreement with the DFCCIL for carrying out the work according to Standard General Conditions of Contract, Special Conditions/Specifications annexed to the tender and other specifications/drawings as mentioned in tender form.

1.3.15 Documents to be submitted along with the 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 a 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:
 - Sole Proprietorship Firm:
 - All other documents in terms of explanatory notes in Clause 1.3.12 of the Preamble.
 - HUF:
 - 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.
 - All other documents in terms of explanatory notes in Clause 1.3.12 of the Preamble.
 - Partnership Firm:
 - All documents as mentioned in Clause 1.3.12 of the Preamble.
 - Joint Venture (JV):
 - All documents as mentioned in Clause 1.3.17 of the Preamble.

- Company registered under Companies Act 2013:
 - The copies of MOA (Memorandum of Association)/AOA (Articles of Association) of the Company
 - A copy of Certificate of Incorporation
 - A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favor of the individual to sign the tender on behalf of the company and create liability against the company.
 - All other documents in terms of explanatory notes in Clause 1.3.12 of the Preamble.
 - LLP (Limited Liability Partnership):
 - A copy of LLP Agreement
 - A copy of Certificate of Incorporation
 - A copy of Power of Attorney/Authorization issued by the LLP in favor of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
 - An undertaking by all partners of the LLP that they are not blacklisted or debarred by DFCCIL or any other Ministry/Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were/are partners/members. Concealment/wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
 - All other documents in terms of explanatory notes in Clause 1.3.12 of the Preamble.
 - Registered Society & Registered Trust:
 - A copy of Certificate of Registration
 - A copy of Memorandum of Association of Society/Trust Deed
 - A copy of Power of Attorney in favor of the individual to sign the tender documents and create liability against the Society/Trust.
 - A copy of the Rules & Regulations of Society.
 - All other documents in terms of explanatory notes in Clause 1.3.12 of the Preamble.
- (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/Partnership firm etc., shall be considered only where permissible as per the tender conditions.
- (vi) 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.
- (vii) 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 favor 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**.

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

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

1.3.16 Employment/Partnership etc. of Retired Railway Employees:

(a) Should a Tenderer

- i) be a retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the Indian Railway 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 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 Indian Railway 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 1.3.16 (a), (b) and (c) above has not been furnished, the contract is liable to be dealt in accordance with provision of Clause 62 of Standard General Condition of Contract.

1.3.17 JOINT VENTURE (JV) IN WORKS TENDERS: (NOT APPLICABLE FOR THIS WORK)

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

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

1.3.17.2 The number of members in a JV shall not be more than three, if the work involves only one component and shall not be more than five, if the work involves more than one component. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with up to 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%. A member of JV shall not be permitted to participate either in an individual capacity or as a member of another JV in the same tender.

1.3.17.3 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's member or any person authorized by JV through Power of Attorney to submit tender.

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

1.3.17.5 Cash through e-payment gateway or as mentioned in tender document, or

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

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

1.3.17.8 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 tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

1.3.17.9 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.

1.3.17.10 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. (if any) shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

- 1.3.17.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same share holding pattern as was declared in the MOU/JV Agreement submitted along with 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 DFCCIL before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
- 1.3.17.12 Joint and Several Liability: Members of the entity to which the contract is awarded shall be jointly and severally liable to 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 DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 1.3.17.13 Duration of the Registered Entity: It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- 1.3.17.14 Governing Laws: The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 1.3.17.15 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.
- 1.3.17.16 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.
- 1.3.17.17 Documents to be enclosed by the JV along with the tender:
- a) In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
 - b) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
 - c) 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,
 - d) 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.
 - e) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by DFCCIL or any other Ministry/Department of the Govt. of India from participation in tenders/Contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were/are partners/members. Any Concealment/wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
 - f) In case one or more members is/are Proprietary Firm or HUF, the following documents shall be

enclosed:

- g) 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.
- h) 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 JV agreement,
 - j) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
 - k) A copy of Certificate of Incorporation
 - l) 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.
- m) In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:
 - n) A copy of LLP Agreement
 - o) A copy of Certificate of Incorporation of LLP
 - p) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement.
 - q) A copy of Authorization/copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favor 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.
 - r) An undertaking by all partners of the LLP that they are not blacklisted or debarred by DFCCIL or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were/are partners/members. Any Concealment / wrong information regarding above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- s) In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:
 - t) A copy of Certificate of Registration
 - u) A copy of Memorandum of Association of Society/Trust Deed
 - v) A copy of Rules & Regulations of the Society
 - w) A copy of Power of Attorney, in favor of the individual to sign the tender documents and create liability against the Society/Trust
- x) Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

➤ **Technical Eligibility Criteria**

For works without composite components:

The technical eligibility for the work as per para 1.3.12 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the

work as per para 1.3.12 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 word for a minimum of 10% of advertised value of the tender.

➤ **Financial Eligibility Criteria**

The JV shall satisfy the requirement of “Financial Eligibility” mentioned at para 1.3.13 above. The “financial capacity” of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 1.3.13.3 above.

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

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

1.3.18 Participation of Partnership Firms in works tenders:

- 1.3.18.1** The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 1.3.18.2** 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 prior to date of tender opening as per the Indian Partnership Act, prior to submission of tender.
- 1.3.18.3** A separate identity/name should be given to the partnership firm. The partnership firm should have a PAN/TAN number in its own name and PAN/TAN Number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 1.3.18.4** Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified/alterd/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 a change of constitution of the firm, in any case, shall be at the sole discretion of DFCCIL and the tenderer shall have no claims whatsoever. Any change in the constitution of the 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.
- 1.3.18.5** 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.
- 1.3.18.6** A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 1.3.18.7** The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by a partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

- 1.3.18.8** On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 1.3.18.9** On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 1.3.18.10** In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and Several Liabilities: The partners of the firm to which the Letter of Acceptance (LOA) is issued shall be jointly and severally liable to 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 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 DFCCIL.

- 1.3.18.11** 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:

- A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- A notarized or registered copy of Power of Attorney in favor of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by DFCCIL or any other Ministry / Department of the Govt. of India from participation in tenders/Contracts as on the date of opening of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Concealment / wrong information regarding above shall make the bid ineligible or the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

- 1.3.19 Duration of the Contract:** The duration of the Contract shall be 36 Months (Thirty Six Months). Time is the essence of contract. The contractor shall be required to maintain steady and regular progress to the satisfaction of the Engineer/DFCCIL to ensure that the work will be completed in all respects within the stipulated time.

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

- 1.3.21 Quantum of Work and Materials:** The indicative schedule of quantities of various items of work is included in Form Nos. 3 & 4 of the tender document.

- 1.3.22 **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.
- 1.3.23 **Schedule of Prices:** The Schedule as given in the Tender Document lists out the Schedule of Prices of various items. Based on these, the total tender value has also been worked out.
- 1.3.24 **Performance Guarantee:** Refer Clause No. 16. (4) of I.R GCC-2022 read in spirit of DFCCIL Letter No. HQ- ENWC/CON1(POLICY)/1/2020 dt. 28.12.2020, Railway Letter No. 2020/CE-I/CT/3E/GCC/Policy dt. 20.11.2020 and OM No. F/914/2020-PPD dt. 12.11.2020 and OM No. F.9/4/2020-PPD dt. 30.12.2021.
- 1.3.25 The tenderer shall furnish information for making payment through ECS/NEFT/RTGS (Form No. 8).
- 1.3.26 **Negotiation:** Should DFCCIL decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the following form of declaration before commencement of negotiations: "I do declare that in the event of failure of contemplated negotiations relating to Tender No. dated.....my original tender shall remain open for acceptance on its original terms and conditions,".
- 1.3.27 **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's and the machinery that they intend to use for the execution of the work. The tenderers should also select suitable sites for the purpose of locating their store yard, laboratory, staff quarters etc.
- 1.3.28 The rates quoted by the contractor are deemed to be inclusive of site clearance, setting outwork, profile, setting lay out on ground, establishment of reference benchmark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well-ventilated workers housings in sufficient numbers working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.
- In the estimated value of tender, GST @ 18% has been taken on the basic value. The basic value is inclusive of all taxes, duties, and levies except GST. The % (above/below/at par) rates quoted by the tenderer shall apply to the basic value. The GST as legally leviable and payable by the Bidder under the provisions of applicable law/act shall be paid extra by DFCCIL.
- Therefore, the Bidders should quote their rates after considering the Input Tax Credits on their input materials and services. Hence, Bidders should ensure that, full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting their rates.
- If any cost implication to DFCCIL is occurred on GST account because of Contractor's default in filing of GST returns such as no GST number, wrong GST number, mismatch of GST number etc., the same shall be recovered from the Contractor's bill or any other pending/future bill.
- 1.3.29 Deleted.
- 1.3.30 **Advances to Contractor:** 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 the manners prescribed in Clause 46 (4) of the Standard General Conditions of Contract. As the value of this tender is less than Rs. 50 Cr., hence, any type of advances to contractor is not admissible under this work.

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

1.3.32 Taxes, Duties etc.:

- * GSTIN of DFCCIL will be provided to the contractor along with the Letter of Acceptance (LOA).
- * Payment to the contractor will be subjected to TDS as per rules enforce from time to time. The tax deduction at source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by DFCCIL.
- * Contractor shall submit GST compliant tax invoice containing (GSTIN of DFCCIL) and all the particulars stipulated under invoice rules of GST law. Payment shall be made to the contractor only after submission of GST compliant Tax Invoice.
- * Increase /decrease in rate of existing GST or cess on GST for Works Contract shall be dealt as per Para37 of GCC (Part-1, Chapter-IV of Tender document).
- * GST as actual, will be reimbursed only after the contractor has submitted the proof of having actually paid the above taxes/charges.

1.3.33 Purchaser not bound to accept any tender:

The purchaser 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 purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender papers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

1.3.34 Period of Completion

The entire work is required to be completed in all respects within **36 months** from the date of issue of the 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.

PART-I
CHAPTER- IV
GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

- 1(1) Definitions:** In these General conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:
- (a) **“DFCCIL”** shall mean Dedicated Freight Corridor Corporation of India Ltd, a Govt. of India Enterprise (under Ministry of Railways) and a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 5th Floor, Supreme Court Metro Station Complex, New Delhi- 110001 represented through its Managing Director or GGM/GM (hereinafter referred to as “DFCCIL”) which expression shall, unless repugnant to the context, be deemed to include its successors and assigns.
 - (b) **“MD/DFCCIL”** shall mean the officer in-charge of the General Superintendence and Control of the DFCCIL and shall mean and include their successors, of the successor of DFCCIL (hereinafter referred to as “MD/DFCCIL”).
 - (c) **“GGM”** shall mean the officer in-charge of the Electrical (TS) Unit of DFCCIL Corporate Office. **“CGM”** shall mean the officer in-charge of the field unit of DFCCIL.
 - (d) **“Engineer”** shall mean any DFCCIL officer appointed by GGM/Electrical/TS for look after of the work.
 - (e) **“Engineer’s Representative”** shall mean the PM/Dy.PM/APM/Sr. Executive/Executive in direct charge of the work and shall include appointed by the DFCCIL and shall mean and include the Engineer’s Representative of the successor DFCCIL.
 - (f) **“Contractor”** shall mean the Person / Firm /LLP/ Trust/Co-operative Society or Company whether incorporated or not who enters the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns.
 - (g) **“Contract”** shall mean and include the Agreement or Letter of Acceptance, the accepted Schedule of Rate & Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Form of Tender document, Instructions to Tenderer(s), Drawings, Specifications, and other Tender Documents.
 - (h) **“Works”** shall mean the works to be executed in accordance with the contract.
 - (i) **“Specifications”** shall mean the Standard Specifications for Materials & Works of DFCCIL as specified by DFCCIL under the authority of the GGM or as amplified, added to or superseded by Special Specifications, if any.
 - (j) **“Standard Schedule of Rates”** shall mean the Schedule of Rates adopted by DFCCIL which includes:
 1. “Delhi Schedule Of Rates (DSR)” i.e., the Standard Schedule of Rates published by Director General/Central Public Works Department, Government of India, New Delhi, as adopted and modified by the DFCCIL under the authority of the GGM/EL/TS from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
 2. IR USSOR-2019 & Indian Railway’s Specifications, Codes & Manuals such as IR Works Manual, Bridge Manual, P. Way Manual, Engineering Code, IRSEM, etc.
 - (k) **“Drawing”** shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.

- (l) **“Constructional Plant”** shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
 - (m) **“Temporary Works”** shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
 - (n) **“Site”** shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the DFCCIL for the purpose of the Contract.
 - (o) **“Period of Maintenance”** shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
 - (p) **“Contractor’s authorized Engineer”** shall mean a graduate Engineer or equivalent, having experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
 - (q) **“Date of Inviting Tender”** shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
 - (r) **“Bill of Quantities”** shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the DFCCIL.
 - (s) **“Employer”** shall mean the Dedicated Freight Corridor Corporation of India Limited, A Govt. of India (Ministry of DFCCIL) Enterprise (DFCCIL in abbreviation) acting through its Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees.
- 1(2) Singular and Plural:** Words importing the singular number shall also include the plural and vice versa where the context requires.
- 1(3) Headings & Marginal Headings:** The headings and marginal headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

GENERAL OBLIGATION

- 2(1)** Execution Co-Relation and Intent of Contract Documents: The contract documents shall be signed in triplicate by the DFCCIL and the Contractor. The contract documents are complementary, and what is called for by any-one shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipment’s, and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the DFCCIL to the contractors unless distinctly specified in the Contract Documents. Materials or works described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
- 2(2)** If a work is transferred from one CGM unit to another CGM or vice versa while Contract is in subsistence, the Contract shall be binding on the Contractor and the Successor CGM unit in the samemanner & take effect all respects as if the Contractor and the Successor CGM unit were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor

CGM unit will exercise the same powers and enjoy the same authority as conferred to the Predecessor CGM unit under the original Contract/Agreement entered into.

- 2(3)** If for administrative or other reasons, the Contract is transferred to the Successor GGM unit of DFCCIL, the Contract shall notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor CGM unit of DFCCIL in the same manner and take effect in all respects as if the Contractor and the Successor CGM unit of DFCCIL had been parties thereto from the date of this Contract.
- 3(1) Law governing the Contract:** This agreement and the relationship between the parties shall be governed construed and interpreted in accordance with applicable laws of India. Applicable laws shall mean all laws, byelaws, statutes, rules, regulations, orders, ordinances, codes, guidelines, notices, directions, judgements, decrees or other requirements or official directives and/or of any statutory authority in the Republic of India.
- 3(2) Compliance to regulations and bye-laws:** The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reasons for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations, or bye- laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- 3(3) Environmental and Forest Clearances:** The DFCCIL represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed program, will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A(ii).
- 4 Communications to be in writing:** All Notices, Communications, Reference and Complaints made by the DFCCIL or the Engineer or the Engineer's representative or the Contractor inter-se concerning the work shall be in writing or e-mail on registered e-mail ID's i.e., the e-mail ID provided for correspondence in the Contract Agreement, otherwise e-mail ID registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.
- 5 Service of Notices on Contractors:** The contractor shall furnish to the Engineer the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/E-mail or on the day on which they were so delivered or left. In the case of contracts by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.
- 6 Occupation and use of Land:** No land belonging to or in the possession of the DFCCIL shall be occupied by the Contractor without the permission of the DFCCIL. The Contractor shall not use or allow to be used; the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use DFCCIL premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
- 7 Assignment or Subletting of Contract:** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the

special permission in writing of the GGM/EL/TS, save as provided below. Any breach of this condition shall entitle DFCCIL to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to DFCCIL in respect of any loss or damage arising or ensuing from such cancellation: provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

- (a) In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of GGM/EL/TS for the same. While submitting the proposal to DFCCIL, Contractor shall ensure the following:
- (i) The total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.
 - (ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to DFCCIL, costing not less than 35% value of work to be sub-letted, through a works contract. For fulfillment of above, Work Experience Certificate issued by a Govt. Department/Organization shall be considered.

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

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

There is no banning of business with the sub-contractor in force over Indian Railways

- (b) The Contractor shall provide the Engineer with a copy of the agreement to be entered into by the Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of the work to be carried out by the subcontractor and the terms of payment in a clear & unambiguous manner.
- (c) On receipt of approval from the GGM/EL/TS, the Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- (d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- (e) Once having entered above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of DFCCIL, with prior intimation to GGM/EL/TS.
- (f) The Contractor shall indemnify DFCCIL against any claim of subcontractor.
- (g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavor to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
- (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor. Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete, and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the GGM/EL/TS

(GGM/EL/DFCCIL/Corporate Office), based on documents, is satisfied that the subcontractor has successfully carried out sub-letted work, without issuance of work experience certificate to subcontractor at this stage, the GGM/EL/TS can, only once, consider the successfully completed sub-letted work for the fulfillment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and the contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.

- (i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
 - (j) Further, in case Engineer is of the view that the subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor must comply with the above instructions with due promptness. The contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the DFCCIL and this shall be deemed as 'excepted matter' (matter not arbitral).
 - (k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the DFCCIL and shall not relieve the Contractor of any responsibility under the Contract.
- 8** Assistance by the DFCCIL for the Stores to be obtained by the Contractor: Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the DFCCIL may have agreed without any liability therefore to endeavor to obtain or assist the contractor in obtaining the required quantities of such materials as may be specified in the tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the contractor shall not be deemed absolved of his own responsibility and shall keep in touch with day to day positions regarding their availability and accordingly adjust progress of works including employment of labour and the DFCCIL shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non-supply. Not applicable Not applicable
- 9** Not applicable
- 10** Not applicable
- 11** Not applicable
- 12** **Representation on Works:** The Contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the DFCCIL to rescind the contract under Clause 62 of these conditions.
- 13** **Relics and Treasures:** All Gold, Silver, Oil, other Minerals of any description, all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the DFCCIL and the Contractor shall duly preserve the same to the satisfaction of the DFCCIL and shall from time to time deliver the same to such person or persons as the DFCCIL may appoint to receive the same.
- 14** **Excavated Material:** The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, trees, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the

substances, materials, buildings and produce shall be the property of the DFCCIL provided that the contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

- 15 Indemnity by Contractors:** The Contractor shall indemnify and save DFCCIL from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the DFCCIL by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

- 16(1) Security Deposit:** The Security Deposit shall be 5% of the Contract value. The Bid Security submitted by the Contractor with his tender will be retained/ encashed by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the DFCCIL shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Also provided that in case of defaulting Contractor, the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

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

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

- 16 (2) (i) Refund of Security Deposit:** Security Deposit mentioned in Sub-Clause (1) above shall be returned to the Contractor along with or after, the following:
- (a) Final Payment of the Contract as per Clause 51 (1) and
 - (b) Execution of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Contractor and
 - (c) Maintenance Certificate issued, on expiry of the maintenance period as per Clause 50 (1), in case applicable.
- 16(2) (ii) Forfeiture of Security Deposit:** Whenever the Contract is rescinded as a whole under Clause 62 (1) of these conditions, the Security Deposit already with DFCCIL under the Contract shall be forfeited. However, in case the Contract is rescinded in part or parts under Clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.
- 16(3)** No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16 (4)

(b) of this Clause will be payable with interest accrued thereon.

16(4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-One) days from the date of issue of Letter of Acceptance (LOA). Extension of Time for submission of PG beyond 21 (Twenty-One) days and up to 60 days from the date of issue of LOA may be given by the Competent Authority (GGM/EL). However, a Penal Interest of 12% per annum shall be charged for the delay beyond 21 (Twenty-One) days, i.e., from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the DFCCIL, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Start-up recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed of this effect.

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

(b) The successful bidder shall submit the Performance Guarantee (PG) in the form of Irrevocable Bank Guarantee amounting to 3% of the Original Contract value (authority vide OM No. F.9/4/2020-PPD dated 30.12.2021 of Ministry of Finance, Govt. of India)

- (i) A deposit of Cash.
 - (ii) Irrevocable Bank Guarantee.
 - (iii) Government Securities including State Loan Bonds at 5% below the market value.
 - (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India.
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India.
 - (vi) Deposit in the Post Office Saving Bank.
 - (vii) Deposit in the National Savings Certificates.
 - (viii) Twelve Years National Defence Certificates.
 - (ix) Ten Years Defence Deposits.
 - (x) National Defence Bonds and
 - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.
- Also, FDR in favor of DFCCIL/Corporate Office (free from any encumbrance) may be accepted.

(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

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

(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with DFCCIL.

- (g) The Engineer/DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which DFCCIL is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer/DFCCIL may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay DFCCIL any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer/DFCCIL.
 - (iii) The Contract being determined or rescinded under clause 62 of these conditions.

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

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

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

such an extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period; the same rates, terms and conditions of contract being applicable as if such extended period was originally provided in the original contract itself.

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

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

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

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

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

S. No.	Duration of Extension of Time under Clause 17B	Rate of Liquidated Damages
(i)	Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 17A (i)	As decided by Engineer, between 0.01% to 0.05% of contract value for each week or part of the week
(ii)	Above Twenty Five percent but up to Fifty percent of original period of completion including period of extension of time granted under Section 17A (i)	0.10 % of contract value for each week or part of the week

(iii)	Above Fifty percent of original period of completion including period of extension of time granted under Section 17A (i)	0.30 % of contract value for each week or part of the week
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Provided further, that if DFCCIL is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, DFCCIL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

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

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

18(1) Illegal Gratification: Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the DFCCIL, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the DFCCIL shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the DFCCIL and to the payment of any loss or damage resulting from such decision and the DFCCIL shall be entitled to deduct the amounts so payable from the Contractor(s)/Bills/Security Deposit or any other dues of contractor with Government of India/DFCCIL.

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

EXECUTION OF WORKS

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

(2) Commencement of Works: The contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.

(3) Accepted Program of Work: The contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of Contracts with initial completion period of two years or less or not later than 90 days for other contracts must submit the detailed program of work indicating the time schedule of various items of works in the form of Bar Chart/GGM. He shall also submit the details of the organization (in terms of labour and supervisors) of the plant and machinery, that he intends to utilize (from time to time) for execution of the work within the stipulated date of completion. The program of work amended as necessary by discussions with the Engineer shall be treated as the agreed program of the work for the purpose of this contract and the contractor shall endeavor to fulfil this program of work. The progress of the work will be watched accordingly, and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the program.

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

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

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

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

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

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

Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in

the work. The contractor shall carefully protect and preserve all benchmarks, sight rails, pegs and other things used in setting out the work.

- 20**
- (1) Compliance to Engineer's Instructions:** The Engineer shall direct the sequence in which the several parts of the works shall be executed, and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
- (2) Alterations to be Authorized:** No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under written instructions from the Engineer.
- (3) Extra Works:** Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or contractors or by other means at the option of the DFCCIL.
- (4) Separate Contracts in Connection with Works:** The DFCCIL shall have the right to let other contracts in connection with the works. The contractor shall afford other contractors' reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the contractor's work depends for proper execution or result upon the work of another contractor(s), the contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.
- 21**
- Instruction of Engineer's Representative:** Any instructions or approval given by the Engineer's/DFCCIL's representative to contractor in connection with the works shall bind the contractor as though it had been given by the Engineer provided always as follows.
- a. Failure of the Engineer's representative to disapprove any work or materials shall not prejudice, the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
 - b. If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.
- 22**
- (1) Adherence to Specifications and Drawings:** The site and the detailed drawings shall be made available to the contractor commensurate with the accepted program of work submitted under clause 19(3). The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for all loss to the DFCCIL.
- (2) Drawings and Specifications of the Works:** The contractor shall keep one copy of drawings and specifications at the site, in good order, and such contract documents as may be necessary available to the Engineer or the Engineer's representative.
- (3) Ownership of Drawings and Specifications:** All drawings and specifications and copies thereof furnished by the DFCCIL to the Contractor are deemed to be the property of the DFCCIL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the contractor to the DFCCIL on completion of the work or termination of the contract.
- (4) Compliance with Contractor's requests for details:** The Engineer shall furnish with reasonable promptness, after receipt by him of the contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawing and instructions shall be consistent with the contract Documents and reasonably

inferable there from.

(5) Meaning and Intent of Specification and Drawings: If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the contractor) to the GGM who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

23 Working during the Night: The contractor shall not carry out any work between sunset and sunrise without prior permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.

24 Damage to DFCCIL Property or Private Life and Property: The contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the DFCCIL or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the DFCCIL and this although all reasonable and proper precautions may have been taken by the contractor. In case the DFCCIL shall be called upon to make good any costs, loss, or damages, or to pay a compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the DFCCIL may incur in reference thereto, shall be charged to the contractor. The DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

25 Sheds, Stores houses and Yards: The contractor shall at his own expense provide himself with sheds, stores houses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the contractor shall keep at each such sheds, stores houses and yard a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plan which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the contractor. The contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipment necessary for the execution of the works.

26 Provision of Efficient and Competent Staff at work sites by the Contractor:

(1) The contractor shall always place and keep on the works 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 laborer's in or about the execution of any of these works as are careful and skilled in the various trades.

(2) The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or laborer 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.

(3) In the event of the Engineer being of the opinion that the contractor is not employing on the works

a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.

(3)(A) Deployment of Qualified Engineers at Work Sites by the Contractor:

(A.1) The Contractor shall also employ Qualified Graduate Engineer(s) or equivalent, or Qualified Diploma Engineer(s), as per chapter-5 (S.C.C) of the Tender Document.

(A.2) Deleted.

(A.3) Not applicable

27 (1) Workmanship and Testing: The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the contractor.

(2) Removal of improper work and materials: The Engineer or the Engineer's Representative shall be entitled to order from time to time:

(2)(a) The removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.

(2)(b) The substitution of proper and suitable materials, and

(2)(c) The removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefore, of any work which in respect of materials or workmanship; is not in his opinion in accordance with the specifications and in case of default on the part of the contractor in carrying out such order the DFCCIL shall be entitled to rescind the contract under clause 62 of these conditions.

(2)(d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part-II, Section-3, Sub-Section (ii) are binding upon the Contractor. Contractors shall implement these provisions at worksites, for which no extra payment will be payable.

28 Facilities for Inspection: The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

29 Examination of work before covering up: The contractor shall give 7 days' notice to the Engineer or the Engineer's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's representative be uncovered and measured at the Contractor's expense or no allowance shall be made

for such work or materials.

- 30 Temporary Works:** All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the DFCCIL land for labour engaged by him for the execution of works, the contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the contractor's labour refuse to vacate and have to be evicted by the DFCCIL necessary expenses incurred by the DFCCIL in connection therewith shall be borne by the contractor.
- 31 (1) Contractor to Supply Water for Works:** Unless otherwise provided in the contract, the contractor shall be responsible for the arrangements to obtain the supply of water necessary for the works.
- (2) Not applicable
- (3) Not applicable
- (4)(a) Contractor to arrange Supply of Electric Power for Works:** Unless otherwise provided in the Contract, the contractor shall be responsible for arrangements to obtain supply of electric power for the Works.
- (b) Not applicable
- 32 Property in Materials and Plant:** The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately, they are brought upon the site of the said land, be deemed to be the property of the DFCCIL. Such of them as during the progress of the works are rejected by the Engineer under [Clause 25](#) of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the DFCCIL and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the DFCCIL be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured, or destroyed by fire, tempest or otherwise.
- 33 (1) Not applicable**
- (2) Not applicable**
- 34 (1) Precaution during progress of works:** During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.
- (2) Roads and Water Courses:** Existing roads or water courses shall not be blocked, cut through, altered, diverted, or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alterations, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor's bill/security deposit or any other dues of Contractor with the Government of India or DFCCIL.
- (3) Provision of Access to Premises:** During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall react and

maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The work shall in such cases be executed night and day if, so ordered by the Engineer and with such vigor so that the traffic way be impeded for as short a time as possible.

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

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

35 Use of Explosives: Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then also only in the manner and to the extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives. All operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the DFCCIL in respect thereof.

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

(1)(a) Provided for in the Contract, or

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

(1)(c) Necessary for the safety of the works or any part thereof.

(1)(d) Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site, or

(1)(e) Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities, or

(1)(f) Due to instruction of The National Green Tribunal or any other statutory authority due to high level of pollution in the city of worksite

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

(3) Suspension Lasting more than 3 Months: If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but

is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the DFCCIL.

- 37 Rates for items of Works:** The rates, entered in the accepted Bill(s) of Quantities of the 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, molds, fittings, centering, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the DFCCIL, the erection, maintenance and removal of all temporary works and, buildings, all

watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the DFCCIL, the setting of all work and of the construction, repair and upkeep of all center 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 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.

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

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

- 38** Not applicable

- 39 (1) Rates for Extra Items of Works:**

(1)(a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR). However, the cumulative value of all such extra item(s) together (modified by the respective tender percentage) shall not exceed 10 % of the original contract value.

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

(1)(b) Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the DFCCIL at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special

item has come to notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the DFCCIL shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

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

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

39 (2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the GGM within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The GGM’s decision after hearing both the parties in the matter would be final and binding on the Contractor and the DFCCIL.

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

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

(2)(A) **Offloading of Part(s) of Work:** At the final stage of completion/commissioning of work, in case the Contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original Contract value, DFCCIL may allow/decide for offloading of such part(s) of works, either after the Contractor’s request in writing to do so or after serving a 14 (Fourteen) days Suo-moto notice, if DFCCIL is of the opinion that:

- i. Such Offloading of works (up to 5% of original Contract value) would enable successful completion of Contract/work,
- ii. Termination/Part termination of the Contract at this stage is not in the interest of the DFCCIL/work; and
- iii. The anticipated additional cost for execution of such works through another mode would

not be substantial and can be recovered from the pending dues of the Contractor.

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

VARIATIONS IN EXTENT OF CONTRACT

- 41 Modification to Contract to be in Writing:** In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the DFCCIL and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the DFCCIL unless and until the same is incorporated in a formal instrument and signed by the DFCCIL and the Contractor, and till then the DFCCIL shall have the right to repudiate such arrangements.
- 42 (1) Powers of Modification to Contract:** The Engineer on behalf of the DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- 42.(2) (i)** Unless otherwise specified in the special conditions of the Contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub-para (iii) below.
- (ii)** The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.
- (iii)** In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates:
- (a) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.
- (b) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid 96% of the rate awarded for that item in that particular tender.
- (c) Variation in quantity of individual items beyond 150% will be avoided and would be permitted only in exceptionally unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (d) Variation to quantities for Minor value item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
- (d)(i) Quantities operated up to and including 100% of the agreement quantity of the concerned minor

value item, shall be paid at the rate awarded for that item in that particular tender.

(d)(ii) Quantities operated in excess of 100% but up to 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender.

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

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

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

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

CLAIMS

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

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

MEASUREMENTS, CERTIFICATES AND PAYMENTS

44 **Quantities in Bill(s) of Quantities Annexed to Contract:** The quantities set out in the accepted Bill(s) of Quantities with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfilment of his obligations under the Contract.

45 **(i) Measurement of Works by DFCCIL:** The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by DFCCIL. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any

fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below-

(i)(a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

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

45 (ii) Measurement of works by Contractor's Authorized Representative (in case the Contract provides for the same):

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

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

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

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

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

(b)(i) On the first occasion of noticing, exaggerated/false measurement, Engineer shall impose a penalty of 10% of claimed gross bill value.

(b)(ii) On any next occasion of noticing any exaggerated/false measurement, DFCCIL shall impose penalty of 15% of claimed gross bill value. In addition, the facility of recording of measurement by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurement shall be done by DFCCIL as per Clause-45(i) above.

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

(2) Rounding off Amounts: The total amount due on each certificate shall be rounded off to the nearest rupee i.e a sum of less than 50 paise shall be omitted and sums of 50 Paise and more up to Rs. 1/- will be reckoned as Rs. 1/-.

(3) On Account Payments not prejudicial to final settlement: "On- Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor Engineer's/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

(4) Advances to Contractor: If payment(s) of Advances are applicable in the contract, as mentioned in the Tender Documents, DFCCIL shall make payment(s) of Interest-bearing advances, on the request of contractor. The payment and recovery of such Advances shall be made as under:

(4)(a) Mobilization Advance:

This shall be limited to 10% of the Contract value and shall be paid in 2 Stages: Stage 1 - 5% of Contract Value on signing of the contract agreement.

Stage 2 - 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.

Stage 1 of advance shall be payable immediately after signing of Contract Agreement.

Stage 2 of advance shall be payable at the time of mobilization, only after submission of a utilization certificate by the contractor that the Stage 1 advance has been properly utilized in the contract.

These Advances shall be payable against irrevocable guarantee (Bank Guarantee, FDRs) from a scheduled commercial bank of India of at least 110% of the value of the sanctioned advance amount (covering Principal plus Interest).

(4)(b) Advance against Machinery and Equipment:

This advance shall be limited to a maximum of 10% of the contract value against new Machinery & Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when Equipment is hypothecated to the DFCCIL by a suitable bond or alternatively covered by an irrevocable Bank Guarantee from a scheduled commercial bank of India for full cost of the Plant& Equipment in a form acceptable to DFCCIL. The Plant & Equipment shall be insured for full value and for the entire period, they are required for the work. This Plant & Equipment shall not be removed from

the site of work without prior written permission of the Engineer. No advance should be given against old Plant & Machinery.

The advances under sub clause (a) and (b) above, are subject to the following conditions –

(b)(i) The full amount of Advances shall be recovered from contractor dues. The recovery shall commence when the value of the contract executed reaches 15% of the original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The installments on each “on account bill” will be on a pro-rata basis.

Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is affected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any shortfall, the same shall be carried forward to the next on-account bill and shall attract interest.

(b)(ii) The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. The Contractor, if required by the Engineer shall provide the details of utilization of Mobilization advance.

(b)(iii) If the Contractor is found to have contravened the provision, it will constitute a breach of contract and DFCCIL shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

(b)(iv) In cases, where the Contract is rescinded as per clause 62 of the contract or short closed under any other condition(s) of the contract, without making full recovery of advances and accrued interest thereon, by DFCCIL, such balance of advances and accrued interest thereon shall immediately become due and payable by the Contractor to DFCCIL. The same shall be recovered from any due of Contractor with the Government of India.

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

(5)(A) Price Variation Clause (PVC):

(A.1) Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores & having completion period above 12 months.

Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e., shall be excluded from the gross value of the work for the purpose of price variation):

(A.1)(a) Materials supplied by DFCCIL to the Contractors, either free or at fixed rate.

(A.1)(b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under Clause 39 (1)(b) of these Standard General Conditions, unless applicability of PVC and ‘Base Month’ has been specially agreed, while fixing the rates of such extra item(s).

(A.2) Base Month: The Base Month for ‘Price Variation Clause’ shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

(A.3) Validity: Rates accepted by DFCCIL Administration shall hold good till completion of work

and no additional individual claim shall be admissible except:

(A.3)(a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,

(A.3)(b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.

(A.4) Components of various items in a contract on which variation in prices be admissible shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.

(A.5) No Price Variation shall be admissible for fixed components.

(A.6) The percentages of various components in various type of works shall be as specified for all item(s)/Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:

(I) **For Civil Engineering Works:**

S.NO.	Classification		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B, 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E
	Components												
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	Lc	20	25	30	20	50	20	20	0	0	10	25
3	Steel	Sc	0	0	0	0	0	0	0	85	0	50	0
4	Cement	Cc	0	0	0	15	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PMc	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	Fc	25	15	5	15	15	20	15	0	0	10	20
7	Other Materials	Mc	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	Ec	0	15	0	0	0	0	0	0	0	0	0
	Total		100	100	100	100	100	100	100	100	100	100	100

* It shall not be considered for any price variation.

The classification mentioned in the table above represents following type of item(s) in the work(s) –

1 Earthwork in Formation

- 1A All Item(s) excluding 1B or/and
- 1C1B Item(s) for supply of Steel.
- 1C Item(s) for supply of Cement

2 Ballast Supply Works

3 Tunneling Works (Without Explosives)

- 3A All Item(s) excluding 3B or/and 3C or/and 3D or/and
- 3E3B Item(s) for supply of Steel.

- 3C Item(s) for supply of Cement or/and Grout
- 3D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 3E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

4 Tunneling Works (With explosives)

- 4A All Item(s) excluding 4B or/and 4C or/and 4D or/and
- 4E4B Item(s) for supply of Steel.
- 4C Item(s) for supply of Cement or/and Grout
- 4D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 4E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

5 Building Works

- 5A All Item(s) excluding 5B or/and 5C or/and 5D or/and
- 5E5B Item(s) for supply of Steel.
- 5C Item(s) for supply of Cement
- 5D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 5E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

6 Bridges & Protection Work

- 6A All Item(s) excluding 6B or/and 6C or/and 6D or/and 6E
Item(s) for supply of Steel.
- 6C Item(s) for supply of Cement
- 6D Item(s) for Fabrication, Assembly, Erection & Launching of Girders including supply of Steel.
- 6E Item(s) for Fabrication, Assembly, Erection & Launching of Girders excluding supply of Steel.

7 Permanent Way linking

8 Platform, Passenger Amenities

- 8A All Item(s) excluding 8B or/and 8C or/and 8D or/and 8E
Item(s) for supply of Steel item/fittings
- 8C Item(s) for supply of Cement Item
- 8D Item(s) for Fabrication & Erection of Structures including supply of Steel.
Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

9 Any Other Works not covered in Classification 1 to 8

- 9A All Item(s) excluding 9B or/and 9C or/and 9D or/and 9E
Item(s) for supply of Steel.
- 9C Item(s) for supply of Cement or/and Grout
- 9D Item(s) for Fabrication & Erection of Structures including supply of Steel.
Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

46A.7 Formulae: The Amount of variation in prices in various components (labour, material etc.) shall be worked out by the following formulae:

- (i) $L = \frac{(W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}$
- (ii) $M = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100}$
- (iii) $F = \frac{(W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}$
- (iv) $E = \frac{(W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (E_Q - E_B) \times E_C}{E_B \times 100}$
- (v) $PM = \frac{(W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100}$
- (vi) $S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$
- (vii) $C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}$
- (II) For Railway Electrification Works:

$$\begin{aligned}
 \text{i) } T &= [0.4136x(C_q - C_b) / C_B] \times 85 \\
 \text{ii) } R &= [0.94x(R_T - R_o) / R_o + 0.06x(Z_T - Z_o) / Z_o] \times 85 \\
 \text{iii) } N &= [(P_T - P_O) / P_O] \times 85 \\
 \text{iv) } I &= [(I_T - I_o) / I_o] \times 85 \\
 \text{v) } G &= [(M_Q - M_B) / M_B] \times 85 \\
 \text{vi) } E_r &= [(L_Q - L_B) / L_B] \times 85
 \end{aligned}$$

Where:

L	Amount of price variation in Labour M Amount of price variation in Materials
F	Amount of price variation in Fuel
E	Amount of price variation in Explosives
PM	Amount of price variation in Plant, Machinery and Spares
S	Amount of price variation in Steel Supply Item
C	Amount of price variation in Cement Supply Item
T	Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)
R	Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)
N	Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
L _C	% of Labour Component in the item(s)
M _C	% of Material Component in the item(s)
F _C	% of Fuel Component in the item(s)
E _C	% of Explosive Component in the item(s)
PM _C	% of Plant, Machinery and Spares Component in the item(s)
S _C	% of Steel Supply item Component in the item(s)
C _C	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W _S or/and W _C or/and W _{SF} or/and W _F or/and W _{SFL} or/and W _{FL} and cost of materials supplied by Railway either free or at fixed rate,
W _S	Gross value of work done by Contractor for item(s) of supply of steel.

W _C	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W _{SF}	Gross value of work done by Contractor for item(s) of Fabrication &Erection of Structures including supply of Steel.
W _F	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W _{SFL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W _{FL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
L _B	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period.
L _Q	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration.
M _B	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period.
M _Q	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration.
F _B	The average of official prices of Diesel available on the official website of ‘Petroleum Planning and Analysis cell’ under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai &Chennai, for the base period
F _Q	The average of official prices of Diesel available on the official website of ‘Petroleum Planning and Analysis cell’ under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai &Chennai, for the 3 months of the quarter under consideration
E _B	Index number of Monthly Wholesale Price Index for the category ‘Explosive’ of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
E _Q	Index number of Monthly Wholesale Price Index for the category ‘Explosive’ of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
P _M _B	Index Number of Wholesale Prices in India by Groups and Sub-Groups (Averages) for ‘Manufacture of machinery for mining, quarrying and

construction’– published in RBI (Reserve Bank of India) Bulletin, for the base period.

PM _Q	Index Number of Wholesale Prices in India by Groups and Sub-Groups (Averages) for ‘Manufacture of machinery for mining, quarrying and construction’– published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
S _B	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
S _Q	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
C _B	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period.
C _Q	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration.
R _T	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
R _O	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior to date of opening of tender.
P _T	IEEMA price index for copper wire rods for the month which is two months prior to date of inspection of material.
P _O	IEEMA price index for copper wire rods for the month which is one month prior to date of opening of tender.
Z _T	IEEMA price index for Zinc for the month which is two months prior to date of inspection of material.
Z _O	IEEMA price index for Zinc for the month which is one month prior to date of opening of tender.
I _T	RBI wholesale price index for the sub-group “Insulators” for the month which is two months prior to date of inspection of material.
I _O	RBI wholesale price index for the sub-group “Insulators” for the month which is one month prior to date of opening of tender.

(II) SIGNALING & TELECOMMUNICATION WORKS:

(a) The following expressions and meanings are assigned to the value of the work done for signaling and telecommunication works:

SIGWK =	Value of signaling works for a stage payment of the item signaling works.
INVSIG =	Value of inventory for signaling works for a stage payment of the item inventory for signaling works.
INTGTESTSIG =	Value of integrated testing and commission for signaling works of the Railway Project.

COMWK= Value of telecommunication works for a stage payment of the item telecommunication works.

INVCOM = Value of inventory for telecommunication works for a stage payment of the item inventory for telecommunication works; and

INTGTESTCOM = Value of integrated testing and commission for telecommunication works of the Railway Project.

(b) Price adjustment for changes in cost of signaling works and telecommunication works shall be paid in accordance with the following formula:

- (i)
$$\text{VSIGWK} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POFC} \times (\text{OFC}_i - \text{OFC}_o) / \text{OFC}_o + \text{PLB} \times (\text{LBI} - \text{LBO}) / \text{LBO} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo} + \text{S30C} \times (\text{P30C}_i - \text{P30C}_o) / \text{P30C}_o + \text{S24C} \times (\text{P24C}_i - \text{P24C}_o) / \text{P24C}_o + \text{S19C} \times (\text{P19C}_i - \text{P19C}_o) / \text{P19C}_o + \text{S12C} \times (\text{P12C}_i - \text{P12C}_o) / \text{P120C}_o + \text{S9C} \times (\text{P9C}_i - \text{P9C}_o) / \text{P9C}_o + \text{S6C} \times (\text{P6C}_i - \text{P6C}_o) / \text{P6C}_o + \text{S4C} \times (\text{P4C}_i - \text{P4C}_o) / \text{P4C}_o + \text{S2C} \times (\text{P2C}_i - \text{P2C}_o) / \text{P2C}_o + \text{S12C2.5} \times (\text{P12C2.5}_i - \text{P12C2.5}_o) / \text{P12C2.5}_o + \text{S2C2.5} \times (\text{P2C2.5}_i - \text{P2C2.5}_o) / \text{P2C2.5}_o + \text{S2C25} \times (\text{P2C25}_i - \text{P2C25}_o) / \text{P2C25}_o + \text{QC} \times (\text{PQC}_i - \text{PQC}_o) / \text{PQC}_o];$$
- (ii)
$$\text{VINVSIG} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo}];$$
- (iii)
$$\text{VINTGTESTSIG} = 0.85 \text{ INTGTESTSIG} \times [\text{PLB} \times (\text{LBI} - \text{LBO}) / \text{LBO} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo}];$$
- (iv)
$$\text{VCOMWK} = 0.85 \text{ COMWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POFC} \times (\text{OFC}_i - \text{OFC}_o) / \text{OFC}_o + \text{PLB} \times (\text{LBI} - \text{LBO}) / \text{LBO} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo} + \text{S30C} \times (\text{P30C}_i - \text{P30C}_o) / \text{P30C}_o + \text{S24C} \times (\text{P24C}_i - \text{P24C}_o) / \text{P24C}_o + \text{S19C} \times (\text{P19C}_i - \text{P19C}_o) / \text{P19C}_o + \text{S12C} \times (\text{P12C}_i - \text{P12C}_o) / \text{P120C}_o + \text{S9C} \times (\text{P9C}_i - \text{P9C}_o) / \text{P9C}_o + \text{S6C} \times (\text{P6C}_i - \text{P6C}_o) / \text{P6C}_o + \text{S4C} \times (\text{P4C}_i - \text{P4C}_o) / \text{P4C}_o + \text{S2C} \times (\text{P2C}_i - \text{P2C}_o) / \text{P2C}_o + \text{S12C2.5} \times (\text{P12C2.5}_i - \text{P12C2.5}_o) / \text{P12C2.5}_o + \text{S2C2.5} \times (\text{P2C2.5}_i - \text{P2C2.5}_o) / \text{P2C2.5}_o + \text{S2C25} \times (\text{P2C25}_i - \text{P2C25}_o) / \text{P2C25}_o + \text{QC} \times (\text{PQC}_i - \text{PQC}_o) / \text{PQC}_o + \text{PCEQP} \times (\text{CEQP}_i - \text{CEQP}_o) / \text{CEQP}_o];$$
- (v)
$$\text{INVCOM} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{PCEQP} \times (\text{CEQP}_i - \text{CEQP}_o) / \text{CEQP}_o + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo}];$$
 and
- (vi)
$$\text{VINTGTESTCOM} = 0.85 \text{ INTGTESTCOM} \times [\text{PLB} \times (\text{LBI} - \text{LBO}) / \text{LBO} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo}].$$

Where;

VSIGWK = Increase or decrease in the cost of signalling works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINVSIG = Increase or decrease in the cost of inventory for signalling during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINTGTESTSIG = Increase or decrease in the cost of integrated testing and

commissioning of signalling works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VCOMWK = Increase or decrease in the cost of communication works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINVCOM = Increase or decrease in the cost of inventory for telecommunications works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINTGTESTCOM = Increase or decrease in the cost of integrated testing and commissioning of telecommunication works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

PCEQP, PELEX, PIC, PLB, POFC, and POTH are the percentages of communication equipment, electronics, PVC insulated cables, labour, optical fibre cables, and other materials respectively.

CEQP_o = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for communication equipment for the month of the Base Month.

CEQP_i = The WPI for communication equipment for the average price index of the 3 months of the quarter under consideration;

ELEX_o = The WPI for electronics for the month of the Base Month;

ELEX_i = The WPI for electronics for the average price index of the 3 months of the quarter under consideration;

P30C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 30C x 1.5 sq mm signalling cable

P30C_o = Price per Km of cable as per purchase order/ Contract agreement.

S30C = Percentage of size 30C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P24C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 24C x 1.5 sq mm signalling cable

P24C_o = Price per Km of cable as per purchase order/ Contract agreement.

S24C = Percentage of size 24C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P19C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 19C x 1.5 sq mm signalling cable

P19C_o = Price per Km of cable as per purchase order/ Contract agreement.

S19C = Percentage of size 19C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P12C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 1.5 sq mm signalling cable

P12C_o = Price per Km of cable as per purchase order/ Contract agreement.

S12C = Percentage of size 12C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P9C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 9C x 1.5 sq mm signalling cable

P9C_o = Price per Km of cable as per purchase order/ Contract agreement.

S9C = Percentage of size 9C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P6C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 6C x 1.5 sq mm signalling cable

P6C_o = Price per Km of cable as per purchase order/ Contract agreement.

S6C = Percentage of size 6C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P4C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 4C x 1.5 sq mm signalling cable

P4C_o = Price per Km of cable as per purchase order/ Contract agreement.

S4C = Percentage of size 4C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P2C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 1.5 sq mm signalling cable

P2C_o = Price per Km of cable as per purchase order/ Contract agreement.

S2C = Percentage of size 2C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P12C2.5_i = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 2.5 sq mm signalling cable

P12C2.5_o = Price per Km of cable as per purchase order/ Contract agreement.

S12C2.5 = Percentage of size 12C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P2C2.5_i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 2.5 sq mm signalling cable

P2C2.5_o = Price per Km of cable as per purchase order/ Contract agreement.

S2C2.5 = Percentage of size 2C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P2C25_i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 25 sq mm signalling cable

P2C25_o = Price per Km of cable as per purchase order/ Contract agreement.

S2C25 = Percentage of size 2C x 25 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

PQC_i = Price payable per Km as adjusted in accordance with price variation Clause for size 0.9mm dia, 6 Quad cable.

PQC_o = Price per Km of cable as per purchase order/ Contract agreement.

QC = Percentage of size 0.9mm dia, 6 Quad cable shall govern the price.

LBo = The consumer price index for industrial workers – All India, published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called “CPI”) for the month of the Base Month.

LBi = The CPI for industrial workers – All India for the average price index of the 3 months of the quarter under consideration.

OFC_o = The WPI for fibre cables for the month of the Base Month.

OFC_i = The WPI for fibre cables for the average price index of the 3 months of the quarter under consideration.

OTHo = The WPI for all commodities for the month of the Base Month; and

OTHi = The WPI for all commodities for the average price index of the 3 months of the quarter under consideration.

(c) The following percentages shall govern the price adjustment of the Contract Price for signaling and telecommunication works:

Works Component	Signalling			Telecommunication		
	Signalling Works	Signalling inventory	Integrated testing and Commissioning	Telecommunication Works	Telecomm inventory	Integrated testing and Commissioning
Electronics (PELEX)	***%	***%	-	***%	***%	-
Communication Equipment (PCEQP)	-	-	-	***%	***%	-
Optical Fibre Cable (POFC)	***%	-	-	***%	-	-
30C x 1.5 sq mm signalling cable(S30C)	***%	-	-	***%	-	-
24C x 1.5 sq mm signalling cable (S24C)	***%	-	-	***%	-	-
19Cx 1.5 sq mm signalling cable (S19C)	***%	-	-	***%	-	-

12C x 1.5 sq mm signalling cable (S12C)	***%	-	-	***%	-	-
9C x 1.5 sq mm signalling cable (S9C)	***%	-	-	***%	-	-
6C x 1.5 sq mm signalling cable (S6C)	***%	-	-	***%	-	-
4C x 1.5 sq mm signalling cable (S4C)	***%	-	-	***%	-	-
2C x 1.5 sq mm signalling cable (S2C)	***%	-	-	***%	-	-
12C x 2.5 sq mm signalling cable (S12C2.5)	***%	-	-	***%	-	-
2C x 2.5 sq mm signalling cable (S2C2.5)	***%	-	-	***%	-	-
2C x 25 sq mm signalling cable (S2C25)	***%	-	-	***%	-	-
0.9 mm dia, 6Quad cable (QC)	***%	-	-	***%	-	-
Labour (PLB)	***%	-	***%	***%	***%	***%
Other materials	***%	***%	***%	***%	***%	***%
Total	100%	100%	100%	100%	100%	100%

(Note- the percentages may be finalized by tendering authority depending on BOQ)

FORMULAE FOR SIGNALING & TELECOM CABLE

The price payable for signalling cables is variable as per Price Variation Formula given below:

For Signalling Copper Cables:

$$P_i = P_o + CuF (Cu - C_{uo}) + CCF_{cu}(CC - CC_o) + FeF (Fe - Fe_o)$$

For Telecom Copper Cables For Jelly Filled, 0.9 mm dia, 6 quad cable

$$P_i = P_o + CuF (Cu - C_{uo}) + AlF_{cu}(Al - Al_o) + CCF_{cu} (CC - C_{co}) + FeF (Fe - Fe_o)$$

For Aluminium Power Cables:

$$P_i = P_o + AlF (Al - Al_o) + CCF_{Al}(CC - CC_o) + FeF (Fe - Fe_o)$$

Where,

P_i = Price payable per KM as adjusted in accordance with Price variation clause.

P_o = Price per KM of cable as per Purchase order.

CuF = Variation factor for Copper

C_{uo} = Price of copper Rod in Rs. Per MT

CCFCu= Variation factor for PVC Compound for Copper Signalling & Telecom cable

CCo= Price of PVC Compound in Rs. Per MT

AlF= Variation factor for Aluminium

Alo= Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

CCFAI = Variation factor for PVC Compound for Aluminium power cable

FeF= Variation factor for Steel

Feo= Price of Steel for Armour (Flat strip 4 mm. x 0.8mm/ Round 1.4mm dia) in Rs. Per MT

(Prices per MT for Cuo, CCo, Feo, Alo as applicable on the 1st working day of the month, one month prior to the deadline for submission of bids. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the deadline for submission of bids.)

Cu= Price of Copper Rod in Rs. Per MT. Cc=

Price of PVC Compound in Rs. Per MT.

Fe= Price of Steel for Armouring (Flat strip 4mm x 0.8 mm/ Round 1.4mm dia) in Rs. Per MT.

Al = Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

(Prices per MT for Cu, CC, Fe, Al as prevailing on 1st working day of the calendar month covering the date One month prior to the date of inspection call letter will be applicable for the calculation of updated price. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the date of inspection.)

The value of variation factors for copper, steel and PVC Compound are different for different sizes of signalling cables. Accordingly, the PVC formula for some of the types of signalling cable is as given under: -

Underground Railway Signalling Cable unscreened and armoured copper conductor.

- (i) Size 30 C x 1.5 sq.mm.
 $30C_i = P30C_o + 0.391(Cu - C_{uo}) + 0.557(CC - CC_o) + 0.425(Fe - Fe_o)$
 For armouring, price of steel flat strip of size 4mmx0.8mm is to be taken into consideration.
- (ii) Size 24C x 1.5 sq.mm
 $P24C_i = P24C_o + 0.313(Cu - C_{uo}) + 0.481(CC - CC_o) + 0.398(Fe - Fe_o)$
 For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.
- (iii) Size 19C x 1.5 sq.mm
 $P19C_i = P19C_o + 0.248(Cu - C_{uo}) + 0.395(CC - CC_o) + 0.343(Fe - Fe_o)$
 For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

- (iv) Size 12C x 1.5 sq.mm
 $P12Ci = P12Co + 0.157(Cu - Cu_o) + 0.277(CC - CCu) + 0.289(Fe - Fe_o)$
 For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.
- (v) Size 9C x 1.5 sq.mm
 $P9Ci = P9Co + 0.117(Cu - Cu_o) + 0.241(CC - CCu) + 0.383(Fe - Fe_o)$
 For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.
- (vi) Size 6Cx 1.5 sq.mm
 $P6Ci = P6Co + 0.078(Cu - Cu_o) + 0.199(CC - CCu) + 0.329(Fe - Fe_o)$
 For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.
- (vii) Size 4Cx 1.5 sq.mm
 $P4Ci = P4Co + 0.052(Cu - Cu_o) + 0.152(CC - CCo) + 0.277(Fe - Fe_o)$
 For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.
- (viii) Size 2C x 4 sq.mm(multistrand)
 $P2Ci = P2Co + 0.073(Cu - Cu_o) + 0.156(CC - CCo) + 0.3(Fe - Fe_o)$
 For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.
- (ix) Size 12C x 2.5 sq.mm
 $P12C2.5i = P12C2.5o + 0.282(Cu - Cu_o) + 0.371(CC - CCo) + 0.342(Fe - Fe_o)$
 For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.
- (x) Size 2C x 2.5 sq.mm
 $P2C2.5i = P2C2.5o + 0.047(Cu - Cu_o) + 0.139(CC - CCo) + 0.277(Fe - Fe_o)$
 For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.
- (xi) Size 2C x 25 sq.mm PVC insulated, armoured, Aluminium power cable
 $P2C25i = P2C25o + 0.146(Al - Alo) + 0.303(CC - CCo) + 0.306(Fe - Fe_o)$
 For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.
- (xii) For Jelly filled, 0.9mm dia, 6 quad cable
 $PQC_i = PQC_o + 0.135(Al - Alo) + 0.139(Cu - Cu_o) + 0.515(CC - CCo) + 0.693(Fe - Fe_o)$
 For PVC Compound Grade CW-22, is to be taken into consideration.

(A.8) The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

(A.9) (1) Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

SL	Classification	Rates to be used for calculating SQ or SB
1.	Reinforcement bars and other rounds	Average of per ton rates of 10mm dia TMT & 25mm Dia TMT; confirming IS1786; Fe 500
2.	All types and sizes of angles, channels, and joists	Average of per tonne rates of 'Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr "A"

3.	All types and sizes of plates	Average of per tonne rates of ‘MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr ‘A’
4.	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under SL 1, 2 & 3 in this table.

(2) Relevant city for referring “JPC (Joint Plant Committee)” rates of steel items (SQ/SB) in different Zonal Railways shall be as under:

SL	City	Railway
1.	Delhi	Northern, North Central, North Eastern, North Western
2.	Kolkata	Eastern, East Central, East Coast, Northeast Frontier, South Eastern, Southeast Central
3.	Mumbai	Central, Western, West Central
4.	Chennai	Southern, South Central & South Western

46(A.10) Price Variation during Extended Period of Contract

The price adjustment as worked out above, i.e., either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17A of the Standard General Conditions of Contract. However, where extension of time has been granted due to Contractor’s failure under Clause 17B of the Standard General Conditions of Contract, price adjustment shall be done as follows:

- a. In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17A, the price adjustment for the period of extension granted under Clause 17B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17A of the Standard General Conditions of Contract; as the case maybe.
- b. In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17B of the Standard General Conditions of Contract.

47 Maintenance of works: The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer be responsible for and effectively maintain and upholding 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 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.

48 (1) Certificate of Completion of Works: As soon as in the opinion of the Engineer, the works has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of

completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to DFCCIL against the contract concerned.

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

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

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

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

50 (1) Maintenance Certificate: The Contract shall not be considered as completed until a Maintenance Certificate if applicable shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the Period of maintenance or as soon thereafter as any works ordered during such period pursuant to sub clause (2) Clause 48 of these conditions shall have been completed to the satisfaction of the Engineer and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or

any part thereof by the DFCCIL.

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

(2) Cessation of DFCCIL Liability: The DFCCIL shall not be liable to the Contractor for any matter arising out of or in connection with the contract of the 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.

(3) Unfulfilled Obligations: Notwithstanding the issue of the Maintenance certificate the Contractor and (subject to sub-clause 2 of this clause) the DFCCIL shall remain liable for the fulfilment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which 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.

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(1) Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on DFCCIL in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon 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.

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

(2)(A) Production of Vouchers etc., by the Contractor:

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

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Withholding and Lien in respect of Sums Claimed: Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the DFCCIL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the DFCCIL shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the DFCCIL shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with this or any other DFCCIL or any Department of the Central Government pending finalization or adjudication of any such claim.

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

(A) Lien in respect of claims in Other Contracts:

- (i) Any sum of money due and payable to the contractor (including the security deposit

returnable to him) under the contract may be withheld or retained by way of lien by the DFCCIL, against any claim of this or any other DFCCIL or any other Department of the Central Government in respect of a payment of a sum of money arising out of or under any other Contract made by the Contractor with this or any other Department of the Central Government.

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

53 Signature on Receipts for Amounts: Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the DFCCIL in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good a sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the DFCCIL may hereafter have against the legal representative of any contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners.

LABOUR

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

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

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the DFCCIL, such money shall be deemed to be moneys payable to the DFCCIL by the Contractor and on failure by the Contractor to repay the DFCCIL any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the DFCCIL shall

be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India or DFCCIL.

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

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

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

(A) Provisions of Contract labour (Regulation and Abolition) Act, 1970:

(A)(1) The contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.

(A)(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 fulfil the requirement shall attract the penal provision of the Act.

(A)(3) The Contractor shall pay the labour employed by him directly or through subcontractors 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 subcontractors in connection with the said work, as if the labour had been immediately employed by him.

(A)(4) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the Contractor shall comply with or cause to be complied

with the provisions of the aforesaid Act and Rules wherever applicable.

(A)(5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the DFCCIL is obliged to pay any amount of wages to a workman employed by the Contractor or his sub- contractor in execution of the work to incur any expenditure on account of the contingent, liability of the DFCCIL due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the rules, the DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the DFCCIL under the Section 20, Sub- Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the DFCCIL shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the DFCCIL. The DFCCIL shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the DFCCIL full security for all costs for which the DFCCIL might become liable in contesting such claim. The decision of the GGM regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

(B) Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:

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

(C)(i) Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54, 55, 55A and 55B of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. The 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/up-dation of Portal shall be done as under:

(i)(a) The contractor shall apply for one-time registration of his company/firm etc. in the Shramik Kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.

(i)(b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LOAs) issued in his favour.

(i)(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA) / Contract Agreements on shramik kalyan portal within 15 days of issue of any LOA for approval of concerned Engineer. The engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.

(i)(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

shramik kalyan portal on monthly basis.

(i)(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

(ii) While processing payment of any 'On Account bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____Month, _____Year."

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

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

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

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

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

58 DFCCIL not to provide quarters for Contractors: No quarters shall normally be provided by DFCCIL for the accommodation of the contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the DFCCIL discretion, recoveries shall be made at such rates as may be fixed by the DFCCIL

for the full rent of the buildings and equipment's therein as well as charges for electric current, water supply and conservancy.

59

(1) Labour Camps: The contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty contractors or sub-contractors and for temporary crèche (Bal-mandir) where 50 or more women are employed at a time. Suitable sites on DFCCIL land, if available, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by DFCCIL. All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.

(2) Compliance to Rules for Employment of Labour: The contractor(s) shall conform to all laws, by-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.

(3) Preservation of Peace: The Contractor shall take requisite precautions and use his best endeavors to:

(i) Prevent any riotous or unlawful behavior by or amongst his workmen and other employed directly or through the petty contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and

(ii) Security of property in the neighborhood of the works. In the event of the DFCCIL requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the contractor and if paid by the DFCCIL shall be recoverable from the contractor.

(4) Sanitary Arrangements: The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Local Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical staff of the Local Medical Authority.

(5) Outbreak of Infectious Disease: The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's representative on the advice of the Local Medical Authority. Should cholera, plague or other infectious disease break out, the contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on health sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the DFCCIL, and the cost therefore recovered from the contractor.

(6) Not applicable

(7) Medical Facilities at Site: The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Local Medical Authority in relation to the strength of the Contractor's resident staff and workmen.

(8) Use of Intoxicants: The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the contractor or any of his employees shall be forbidden, and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

(9) Restrictions on the Employment of Retired Engineers of DFCCIL Services within one Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted Rank, himself engage in or employ or associate a retired Government Engineer of Gazetted Rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President of India or any officer, duly authorized by him in this behalf and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

60 (1) Non-employment of Labours below the Age of 15: The Contractor shall not employ children below the age of 15 as labourers directly or through petty contractors or subcontractors for the execution of work.

(2) Medical Certificate of Fitness for Labour: It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Form No. 15) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

(3) Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above-said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke certificate, he shall, if so, required by the person concerned, state his reasons in writing for doing so.

(4) Medical re-examination of Labourer: Where any official appointed in this behalf by the Ministry of labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in the regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

EXPLANATIONS:

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

Corporation.

DETERMINATION OF CONTRACT

- 61 (1) Right of DFCCIL of Determine the Contract:** The DFCCIL shall be entitled to determine and terminate the Contract at any time should, in the DFCCIL’s opinion, the cessation of work 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 DFCCIL of such determination and the reasons therefore shall be conclusive evidence thereof.
- (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 DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The DFCCIL’s decision on the necessity and propriety of such expenditure shall be final and conclusive.
- (3)** The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.
- 62 (1) Determination of Contract owing to default of Contractor:** If the Contractor should:
- (i) Becomes bankrupt or insolvent, or
 - (ii) Make an arrangement with of 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 in terms of Clause 1.3.14 of the Preamble and Instructions to Bidder in Part-I, Chapter-III of Tender Document.
 - (x) Fails to submit the documents pertaining to identity of JV and PAN in terms of Clause 1.3.15 & 1.3.17 of Tender Form available in the Regulations for Tenders and Contracts.

- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the Conditions, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required under clause 28 of the conditions, or
- (xiv) Promise, 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 DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this DFCCIL.
- (xv) Fail to adhere to the provisions specified in "Preamble & Instructions to Tenderers", Part-I, Chapter-III of Tender Document or Provision of above Clause 59 (9).
- (xvi) Submits copy of fake documents/certifications in support of credentials, submitted by the tenderer.

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

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

(2) Right of DFCCIL after, rescission of contract owing to default of Contractor:

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

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) In the contract which has been rescinded as a whole, the Security Deposit already with DFCCIL under the contract shall be encashed/ forfeited and the Performance Guarantee

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

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

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

(c)(i) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for the 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.

(c)(ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these conditions.

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

(c)(iv) The balanced work shall be 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.

(c)(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-part 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.

SETTLEMENT OF DISPUTES

63 Conciliation of Disputes:

(i) This clause is applicable in the tender having an advertised value less than or equal to

Rs. 50 Crore.

- (ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GGM through “Notice of Dispute” provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. MD/DFCCIL shall, within 30 days after receipt of the Contractor’s “Notice of Dispute”, notify the name of conciliator(s) to the Contractor.
- (iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of the contract.
- (iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by DFCCIL, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- (v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- (vi) The conciliation proceedings shall be terminated as per Section 76 of ‘The Arbitration and Conciliation Act, 1996.

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

64 (1) Demand for Arbitration:

(1)(i) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the DFCCIL of any certificate to which the Contractor may claim to be entitled to, or if the DFCCIL fails to make a decision within 120 days, then and in any such case, but except in any of the “excepted matters” referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

(ii)(a) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or

difference, in respect of which the demand has been made, together with counter claims or set off, given by the DFCCIL, shall be referred to arbitration and other matters shall not be included in the reference.

(ii)(b) The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under (Form No. 25) of these conditions.

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

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

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

(iii)(d) Place of Arbitration: The place of arbitration would be within the geographical limits of the GGM Unit where the cause of action arose or the Headquarters of the DFCCIL or any other place with the written consent of both the parties.

(iv) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.

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

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

(2) Appointment of Arbitrator:

(3)(A) Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off: (NOT APPLICABLE).

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

(A)(ii) In cases not covered by Clause 64 (3) (a) (i), the Arbitral Tribunal shall consist of a panel of three Officials, as the Arbitrators. For this purpose, the DFCCIL will send a panel of Three (3) names empaneled Arbitrators to work as Arbitrator to the contractor within 60 days

from the day when a written and valid demand for Arbitration is received by the MD/DFCCIL.

Contractor will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. MD/DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of the Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the DFCCIL for the purpose of appointment of arbitrator.

(A)(iii) The serving DFCCIL officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64 (3) (a) (i) and Clause 64 (3) (a) (ii) above, can continue as arbitrator in the tribunal even after his retirement.

(3)(B) Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off

(B)(i) In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired DFCCIL Officer, retired not below the rank of Senior Administrative Grade Officer or corresponding grade of DFCCIL, as the arbitrator. For this purpose, the DFCCIL will send a panel of at least four (4) names of retired Railway Officer(s)/DFCCIL officers empaneled to work as DFCCIL Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD/DFCCIL.

Contractor will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the arbitrator within 30 days from the receipt of the names of Contractor's nominees.

(B)(ii) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired DFCCIL Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the DFCCIL will send a panel of at least four (4) names of retired DFCCIL Officer(s) empaneled to work as DFCCIL Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

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

in the Accounts Department.

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

(ii)(a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(ii)(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day-to-day proceedings. A copy of the proceedings duly signed by all the members of the tribunal should be provided to both the parties. Jurisdiction of courts shall be the those situated at New Delhi for the purpose of actions and proceedings arising out of the contract and the courts at Delhi shall have the sole and exclusive jurisdiction to hear and decide such actions and proceedings.

(iii) i) Qualification of Arbitrator(s):

- (a) Serving Gazette DFCCIL Officers of not below JA Grade level or equivalent DFCCIL officers.
- (b) Retired DFCCIL Officers not below SA Grade level or equivalent retired DFCCIL officers, one year after his date of retirement.
- (c) The age of the arbitrator at the time of appointment shall be below 70 years.

(iii) ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a) (i), 64.(3)(a)(ii), 64 (3) (b) (i) & 64.(3)(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s)/DFCCIL expressed views on all or any of the matters under dispute or differences. Certification to this effect as per Form No. 25 shall be taken from the Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrators had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

(D)(i) The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons should be detailed enough so that the award could be inferred therefrom.

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

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

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

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

(5) The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by DFCCIL from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at "Form No. 25" to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the DFCCIL or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

(6) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

(7) In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by DFCCIL to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the DFCCIL, then 75% of the award amount shall be deducted by the DFCCIL from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

65. Severability clause: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

CHAPTER-V
SPECIAL CONDITIONS OF CONTRACT

5.1 (1) This Tender shall be governed by Preamble, General and Special conditions, Technical Specifications.

(2) If there are varying or conflicting provisions in the documents forming part of the contract, GGM/EL/TS shall be deciding authority about the intentions of the provision and the decision will be final and binding on the contractor.

(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 design and various documents enumerated in tender papers to the purchaser.

(4) Quality Assurance Program in Supply and Erection

a) All materials used in the work shall be of the best quality and of the class most suited for the purpose specified and procured from the sources approved by Research, Design and Standard Organization/Central Organization for Railway Electrification. It is essential that the manufacturer from whom the supply is arranged should have long experience of design and manufacture of equipment, components, materials, and fittings. The requisite facilities for testing prototypes supplied against this contract should be available from the manufacturer. In the case of those equipment, components, or fittings for which the requisite facilities for testing of prototypes are not available with the manufacturer, the manufacturer shall arrange to carry out the 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 the manufacture and erection/installation of all the materials/components and fittings/equipment required for the work.

b) **Quality of Materials and Erection** - All erection work carried out shall also be of the best quality acceptable to the Purchaser. **The work shall be carried out as per latest RDSO specification/ CORE specifications as on the date of opening of tender even if mentioned otherwise elsewhere in the tender.**

(5) a). **Quality Assurance Materials:** All the equipment, materials, fittings, and components will be subject to the quality control program of the manufacturer, being a part of the Quality Assurance Program of the Contractor. **Materials-** All the equipment, materials, fittings, and components will be subject to a quality control program of manufacturer, being a part of the Quality Assurance Program of the Contractor. **The materials will be inspected by the Purchaser or his representative either at the manufacturer's work or at the Contractors' depot.** The Purchaser or his representative shall have the right to be present during all the stages of manufacture and shall be afforded free of charge all reasonable facilities for inspection and testing as well as to examine the stage inspection report of the manufacturer in addition to the quality audit which the Contractor may institute as a part of his program so as to satisfy himself that the materials are in accordance with specifications, approved drawings and designs and purchaser's prescribed Quality Assurance Standards. The manufacturer of components such as fittings, mast etc. shall have embossing of the company's name/make & year as per the specification/drawing.

b). **Erection** - All erection work will also be subjected to the quality Assurance Program including inspection by the Purchaser or his representative to ensure that the work is done

in accordance with the specification and approved drawings and designs and purchaser's prescribed quality assurance standards.

c). Expenses of Purchaser' Representative - All the expenses of Purchaser's representative shall be borne by the Purchaser whether the inspected material is finally utilized in work or not.

d). The decision of the Group General Manager (GGM/EL/TS) or his successor shall be final in respect of acceptability or otherwise of any material, fittings, component, or equipment required for the work.

e). Quality Assurance Program - For proper control of quality and to ensure that the materials, equipment's, and fittings are manufactured according to specification and the erection in according to approved instructions, drawings, specifications, the Contractor shall adopt a suitable quality assurance program 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 a quality Assurance Program shall also meet the requirement of the purchaser's prescribed quality Assurance Standards. This program of the Contractor shall generally cover the following: -

1. The organization manages and implements the quality assurance program.
2. The documentation control system:
 - (i) Basic control system.
 - (ii) Adapted to manufacturer's work.
 - (iii) Adopted at the Contractor Depot and work site.
3. Procedure adopted for:
 - (i) Source Inspection.
 - (ii) Incoming raw material inspection.
 - (iii) Verification of material purchased.
 - (iv) Fabrication Controls.
 - (v) Site erection controls.
4. Inspection and Test Procedure for:
 - (i) Manufacture and quality control procedure.
 - (ii) Field activity.
5. System of handling and storage.
6. System of quality audit.
7. System of maintenance of records.
8. For obtaining 'On Account Payment', the Contractor shall submit, along with the invoice, the documents indicated in the prescribed quality Assurance standards which should inter alia cover the following as may be applicable in each case.
 - (i) Material test reports on raw materials used.
 - (ii) Material type and routine test report on components specification.
 - (iii) Inspection Plan with reports of the inspection Plan check points.

- (iv) Routine test report.
- (v) Factory test results as required under the specification.
- (vi) Quality audit report including test check report of Purchaser's representative if any.

(6) Loss In Transit - If loss or damage occurs to the stores or any part thereof during transit by rail, the contractor shall have only such remedy as is available to the Public against the carrier under the Indian Railway (Amendment) Act - 1961, No.39 of 1961.

5.2 Other DFCCIL Stores- If any material other than those specified is supplied by the purchaser either at the Contractor's request or suo-moto in order to prevent any possible delay in the execution of the works likely to occur due to the Contractor's inability to make adequate arrangements for supply thereof or otherwise, recovery will be made from Contractor's bills at the book rate or the last purchase rate whichever is higher plus 5% on account of initial freight and 2% on account of incidental charges together with supervision charges at 12.5% of the total cost inclusive of material, freight and incidental charges whichever is higher, freight between the Purchaser's source of supply and the contractor's depot or Rail head shall be to the Contractor's account. If, however, the material required by the contractor is not available in Purchaser's stock or the purchaser decides not to supply the same, be that for whatever reason, the purchaser shall not be bound to arrange for the supply at cost quoted above or at any other cost nor will this fact be accepted as an excuse for delay in execution of works.

(1) Contractor to Supply Water for Works: Unless otherwise provided in the contract, the Contractor shall be responsible for the arrangements to obtain the supply of water necessary for the works.

(2) Contractor to Arrange Supply of Electric Power for Works: Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.

(3) Contractor's drawings etc. –

All calculations, designs, drawings, schedules, information data progress charts etc. required by the Purchaser's Engineer in connection with the contract, shall be furnished by the Contractor at his own expense up to the satisfaction of DFCCIL.

(a) Adherence to Specifications and Drawings: The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If the contractor performs any work in a manner contrary to the specifications or drawings or any of them and without such reference to the engineer, he shall bear all the costs arising or ensuring there from and shall be responsible for all loss to the DFCCIL.

(b) Drawings and Specifications of the Works: The contractor shall keep one copy of drawings and specifications at the site, in good order, and such other contract documents as may be necessary, available to the engineer and the engineer's representative.

(c) Ownership of Drawings and Specifications: All Drawings and Specifications and copies thereof furnished by DFCCIL to the Contractor are deemed to be the property of DFCCIL. They shall not be used on other works and except for the signed contract set, shall be returned by the Contractor to the DFCCIL on completion of the work or termination of the Contract.

(d) Compliance with Contractor's Request for Details: The Engineer shall furnish with reasonable promptness, after receipt by him of the Contractor's request, additional instructions by means of drawings or otherwise, necessary for the proper execution of the

works or any part thereof. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable there from.

(e) Meaning and Intent of Specification and Drawings: If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the GGM/EL/TS who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

5.3 Traffic Blocks/Power Blocks/Shut Down:

a) The Purchaser will make arrangements to obtain power blocks/shut down (hereinafter referred to as blocks) for works to be carried out along or adjacent to the track.

b) Blocks will be granted during day & night hours continuously. The Contractor shall confirm that he will equip himself to carry out all construction during night blocks efficiently by suitable special lighting equipment without any extra cost.

c) Blocks will be subject to normal operating conditions and rules of the Railway. All formalities of exchanging private number etc with the traffic control will be carried out by the Purchaser's staff and for this purpose the Purchaser will depute a representative for each erection gang, who will be responsible for imposing power blocks/shut down and also removing the same after men, material and equipment have been cleared by the Contractor from running tracks and the same declared safe for traffic by the Purchaser's representative in case of works involving safety of running tracks.

d) Blocks required for carrying out works necessitated by the thefts, pilferage, accidents, or such other incidents, shall be granted by the Purchaser over and above the normal requirements of block.

5.4 a) Correctness of Work and Materials - The contractor shall be solely responsible for correctness of the positions, levels, and dimensions of the works according to approved drawings, notwithstanding that he may have assisted by the Purchaser or his men in setting out the same.

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

(1) a). Contractor's Responsibility for discrepancy - All designs and drawings submitted by the Contractor shall be based on a thorough study and shall be such that the Contractor is satisfied with 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, prototype samples of components, materials, and equipment after inspection of materials, after erection and adjustments to installations, the ultimate responsibility for correct design and execution of work shall be with contractor unless the Purchaser insists on adoption of his own designs despite the Contractor not being agreeable to it.

b). The Contractor shall be responsible for and shall bear and pay the cost for any alternation or works arising from any discrepancies, errors or omissions in the designs

and drawings supplied by him, whether such designs and drawings have been approved by the Purchaser or not.

5.4 Additions and alterations to erected equipment –

The purchaser may require additional installations or modifications to be carried out on the works he deems necessary, either during the execution or after a part or whole of the installations coming with the purview of the 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 the erection of new equipment in the vicinity of or joining energized equipment. In case the prices for such additional works or modifications are not covered by the 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, only after the additional prices proposed by the Contractor are accepted by the Purchaser. In case additional installations or modifications are required to be carried out under this para, the Purchaser shall grant a reasonable extension of time, should it be necessary.

5.6 Training of Purchaser's Staff - The contractor shall train, free of charge, in a manner mutually agreed between the Purchaser and contractor, such staff of the Purchaser as may be deputed by him, and the wages and allowances and all other associated expenses of such staff shall be paid by the Purchaser.

5.7 Work By Other Agencies-

a. Any other works undertaken at the same time by the Purchaser directly or through some other agency at the same time or section where the contractor is carrying out his work will not entitle the contractor to prefer any claim regarding any delays or hindrances, he may have to face on this account, but the Purchaser shall grant a reasonable extension of time to the contractor. The contractor shall comply with any instruction which may be given to him by the Purchaser to permit simultaneous execution of his own works and these undertaken by other contractors or the Railway without being entitled on this account on any extra charge.

b. The contractor shall not be entitled to any extra payment due to hindrance resulting from normal Railway operations, such as delay on account of adequate number of and duration of blocks not being granted, operational delay in movement of work trains extension of time to the contractor.

c. If the purchaser is unable to supply materials to the contractor as specified in the contract, in time, the contractor shall not be entitled to any extra payment on account of such a delay in supply. However, such delays in supplied will be reasonable ground for extension of completion dates/s for the work.

d. In the course of checking/finalizing layout plans and general arrangement drawings for modified Transmission line, the contractor shall prepare a list of infringements if any exist and advise the purchaser in time.

5.8 Infringement of patents

a) The Contractor is forbidden to use any patents or registered drawings, process, or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern, or trademark, except where these are specified by the Purchaser himself. Royalties payable for the use of such patented processes, registered drawings or patterns shall be borne exclusively by the Contractor. The contractor shall

advise the Purchaser of any proprietary right that may exist on such processed drawings or patterns which he may use of his own accord.

b) In the case of patent taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings, or patents for which he holds a license, the signing of the Contract automatically gives the Purchaser the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Purchaser, he shall be entitled to claim damages from the contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.

c) Indemnity by contractor. - The Contractor shall indemnify and save harmless DFCCIL from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against DFCCIL by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether any damage shall have been sustained.

5.9 Insurance:

i) The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor or the purchaser at common law or under any status in respect of accidents to person who shall be employed by the contractor in or about the site of the contractor's office for the purpose of carrying out the works on the site. The contractor shall also take out and keep in force a policy or policies of insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires it in his name.

ii) Insurance of man, materials, and installations.

a) The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor or the Purchaser at common law or under any statute in respect of accidents to person's Installation are provisionally handed over to the purchaser. For this purpose, the traction installation in a section shall be deemed to have been provisionally handed over when provisional acceptance certificate is issued for the section or the traction installation in the section or commissioned or on the expiry of three months after installation are given ready in all respect for handing over, whichever is earlier, for commercial use.

b) The contractor shall not be liable for losses or damages to equipment's erected, during erection or in stores at the contractor's depot in consequence of mutiny or other similar causes over which the contractor has no control and which cannot be insured, such losses or damages shall, if required by the purchaser, be made good by the contractor at the cost of the purchaser.

c) The contractor should, however, ensure the materials brought to the site against risks in consequence of war and invasion as required under the emergency risks (goods)

Insurance Act 1962 from time to time.

d) The contractor shall take out all insurance covers in connection with the contract with the General Insurance Corporation of India.

5.10 Accidents

a) The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the purchaser 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 thereunder from time to time or under any other labor and Industrial Legislation made from time to time.

b) The contractor shall indemnify and keep the purchaser indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection any death or injury sustained by any person or persons within the Railway property 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' liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by bad design, workmanship, material, 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 traction installations erected or under erection due to railway 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 purchaser.

5.11 Safety measures –

a) The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the Railway premises, but shall then conform to the rules and regulations of the Railway if and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the Railway siding and premises, the contractor shall apply in writing to the purchaser to provide flagman on lookout men for protection of such persons. The purchaser will, however, decide as to whether it is necessary to post such flagmen for various types of work and the number of such men required to protect the gang or gangs of contractor's staff working at site. The purchaser 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 whether the purchaser decides to post flag men at any site of work. The flagmen will be appointed by the purchaser and no expense on this account will be charged from the contractor.

b) Blasting of rocks for foundation work shall be done only after due notice is given to the purchaser and time/s and date /s for blasting operations agreed to by the purchaser. Blasting, if required to be done in the vicinity of the track, shall not be undertaken until the Purchaser'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 the 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 Railway equipment, structure or rolling stock except as agreed to by the purchaser, 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 the safety of the truck or track drainage etc. is affected because of works undertaken by the contractor, the contractor shall take immediate steps to restore normal condition. In case of delay, the purchaser shall, after giving due notice to the contractor in writing, take necessary steps and recover the costs from the contractor.
- f) The contractor shall be responsible for safe custody of all equipment till provisional acceptance.
- g) 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 the bad design, workmanship material 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.

5.12 Provisional Acceptance:

- a) The work involve for comprehensive & preventive maintenance of 132 KV & 220 KV Transmission line work in three parts and Immediately after completion of works at each stations/section mentioned below/ switching station/LT transformer or in a section of overhead equipment, the Contractor shall certify and advise the Purchaser in writing that the station/s or section is/are (i) complete (ii) ready for satisfactory commercial service and (iii) ready to be handed over. He will also place at the disposal of the Purchaser the required staff for checking it and putting it into operation.
- b) The test or tests as stipulated in the specification excluding power collection tests which would be carried out subsequently in connection with the taking over by the Purchaser of the equipment and installations shall be carried out jointly by the Purchaser and the contractor within a month after the receipt of the contractor's notifications, as stated in sub-para/s above.
- c) After inspection and satisfactory conclusion of tests and when the purchaser is satisfied with the satisfactory working of the installations, he will issue a 'Provisional Acceptance Certificate' which will be signed by both the parties. The Provisional Acceptance Certificate will not be withheld for any minor defects.
- d) Should the results of the inspection and the test/s be not satisfactory, an extension of one month will be granted to the contractor to make good the defects and deficiencies pointed out by the Purchaser. A fresh inspection and test will then be carried out after the contractor has attended to the defects and deficiencies. If these tests are also not satisfactory, the Purchaser may proceed at the contractor's expenses deemed expedient, to have the installation made satisfactory until they comply with the specifications and approved drawings and designs. In such a case, or in case of delay in completing the work under this contract within the time limit, the Purchaser reserves the right if he deems it possible to use in a reasonable manner any section or any part of the section even if some installations of the section are not completely erected. The Purchaser will give the

contractor for this purpose seven days previous notice. The contractor shall then take at his own expense all necessary steps to complete the work in accordance with the provisions of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests, for reasons 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 three months after completion of the relevant sections as indicated in sub-para/s above.

Note: 1. The work consist of comprehensive & preventive maintenance of 132 KV & 220 KV transmission line and Provisional acceptance certificate will be issued immediately and after all tests (excluding power collection tests) are completed to the satisfaction of the purchaser. Should the purchaser be unable to complete the tests and energization of the line within a reasonable time which shall not exceed 1 month from the date of contractor's notification, the issue of provisional Acceptance Certificate shall not be delayed and shall be issued within a maximum time of 3 months after notification has been issued. The power collection tests shall normally be carried out for the entire section within three months of the date of energization of the section.

2. The issue of Provisional Acceptance Certificate shall not be withheld for rectification of minor defects which may reasonably be considered not essential for energization and operation of installation. In such cases, only the value of materials and cost of rectification of minor defects shall be withheld from the payments of Provisional Acceptance until rectification is completed.

5.13 Defective equipment to be replaced:

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

The provisions of this para will apply only in respect of the equipment and components supplied by the Contractor or his sub-Contractor.

(1) Use of Rejected Equipment –

In the event of such rejection as aforesaid, the purchaser shall, without prejudice to his other rights and remedies and without prejudice to his rights under the clause just preceding, be entitled to the use of the rejected equipment for a time reasonably sufficient to enable him to obtain other replacement equipment. During such period, if the rejected equipment is used commercially, the contractor shall not be entitled to the payment on energizations until such rejected equipment is rectified and/or replaced, but the Purchaser shall not be entitled to claim any damages arising out of rejected equipment in respect of such period.

5.14 Guarantee – (applicable for any fresh installation of material at site)

a) The Contractor shall guarantee that all the equipment and works executed under this contract shall be free from all defects and faults in material, design, 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 18 months** from the date of commercial operation or from the date of Provisional Acceptance by the Purchaser whichever is earlier.

b) During the period of guarantee the Contractor shall keep available an experienced engineer and necessary equipment to attend to any defective installations resulting from defective erection and/or defects in the equipment 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 dueto faulty materials, design, or workmanship for the satisfactory working of the equipment. The final decision shall rest with the GGM/EL/TS or 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 equipment whether such equipment be of his own manufacture or those of his sub-contractor whether arising from faulty design, 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 type defects in Contractor's equipment and components detected during guarantee period, contractor should replace all such items irrespective of the fact whether all suchitems have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Purchaser at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Purchaser.

d) If it becomes necessary for the Contractor to replace or renew any defective portion of the equipment under the para-aforesaid then the provision of the said para shall also apply to the portions of the equipment so replaced or renewed 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 an extension shall not apply in the case of defects of a minor nature, the decision of the Group 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 Purchaser may proceed to do work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the Purchaser may

have against the Contractor in respect of such defects or faults.

e) The repaired or renewal parts shall be delivered and erected on site free of charge to the purchaser.

f) Any materials, fittings, components, or equipment supplied under I.R GCC clause 19(2) 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 equipment, components and fittings made under 19(2). Such re-supply shall be affected at the Contractor's depot or, in the event of closure of the depot, at the store's depot of the Engineer-in-charge of maintenance of overhead equipment of the section covered by the contract.

g) In the case of materials, components, fittings, and equipment supplied by the Purchaser no liability will rest on the contractor for failures on account of defective materials or workmanship and for any consequential damages. Such defective materials, if not yet erected online, will be returned by the Contractor to the Purchaser and such quantities will be considered for the purpose of final reconciliation over and above allowances as per Part I, Chapter IV.

5.15 Final Acceptance

(a) The final acceptance of the entire equipment installed on the Group shall take effect from the date of expiry of the period of guarantee of the expiry of the last of the respective periods of guarantee of various sections for which provisional Acceptance Certificates are issued or brought into commercial operation, provided in any case that the Contractor has complied fully with his obligations under clause 5.14 in respect of each section of the Group, provided also that the attention has been paid by way of maintenance by the Purchaser.

(b) If on the other hand the contractor has not so complied with his obligation under para 5.14 in respect of any section, the Purchaser may either extend the period of guarantee in respect of that section until the necessary works are carried out by the Contractor or carry out those works or being them carried out Suo moto on behalf of the Contractor at the Contractor's expenses. After expiry of the period of guarantee for each section, a certificate of final acceptance for the section shall be issued by the Purchaser and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of the final acceptance certificate by the Purchaser.

(c) The Purchaser shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.

Notwithstanding the issue of final acceptance certificate, the Contractor and the Purchaser (subject to sub-clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of final acceptance certificate which remains unperformed at the time such certificate is issued

and to determine the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

5.16 Payment –

Payment will be governed by the terms specified in Part-I, Chapter VI and in accordance with the accepted schedule of prices, read with relevant para of the other parts and Chapters of the Tender Papers. The purchaser retains the right to withhold money due to the contractor arising out of this contract for any default of the contractor from other contracts which the contractor may have with DFCCIL.

i) The Contractor shall, whenever required, produce or cause to be produced for examination by the Purchaser any quotation/invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in anywise relating to the execution of this contractor relevant for verifying or ascertaining the cost of the execution of this Contract (the decision of the purchaser on the question of relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required, to prove to the Purchaser that materials supplied by him are in accordance with the specifications laid down in the contract.

ii) If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the Purchaser shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection. The Contractor should seek prior permission from the purchaser for subletting whole and/or part of the work to any sub-contractor.

iii) The obligations imposed by sub-clause (i) and (ii) above are without prejudice to the obligation of the Contractor under any statute, rules or order binding to the Contractor or other conditions of the contract.

iv) It is an agreed term of the contract that the purchaser reserves to itself the right to carry out post-payment Audit and/or technical examination of the works and the final bill, including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him if as a result of such examination any over payment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.

5.17 Damage to Railway Property or Private Life and Property: The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action

or default of the Contractor, to take such steps as may be considered necessary desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

(1) Sheds, Storehouses and Yards: The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, storehouses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, storehouses or yards by the Contractor. The Contractor shall at his own expense provide and maintain suitable mortar mills, soaking vats, or any other equipment necessary for the execution of the works.

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

(1) The Contractor shall always place and keep on the works efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & laborer's in or about the execution of any of these works as are careful and skilled in the various trades.

(2) The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or laborer 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.

(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 labor 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 to rescind the contract under Clause 62 of these conditions.

5.19 Deployment of Qualified Engineers at Work Sites by the Contractor:

(1) The Contractor shall also employ qualified Graduate Engineer (s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.

(2) In case the Contractor fails to employ the Engineer, as aforesaid in Para. above, he shall be liable to pay liquidated damages at the rates prescribed in the tender documents.

(3) No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.

5.20 Equipment's, components, and material received for work –

The Contractor shall utilize all equipment, components or materials, procured specifically for the purpose of execution of the work, in the work or other requirements. Any surplus materials left over at the end of the work shall not be disposed of without

prior approval of the Purchaser in writing. The purchaser may within a period of six months from the date of Provisional Acceptance of the last section/switching station, notify the Contractor of the Purchaser's interest in any or all the surplus materials and shall have the right to take over the materials, so indicated at quoted prices. The materials so notified by the Purchaser shall be taken over by the Purchaser and paid for in full. The Contractor may use in any manner deemed fit, only such surplus materials which are not covered by the Purchaser's notification after getting the approval of the Purchaser in writing.

(1) All payments in respect of the contract during the currency of the contract shall be made through electronic clearing system (ECS)/Electronic funds transfer (EFT). The successful tenderer on award of contract must submit ECS/EFT Mandate Form complete in all respects as detailed at Form-16 of the tender document. However, if the facility of ECS/EFT is not available at a particular location, the payments shall be made by cheque.

5.21 CONTRACTOR'S DRAWINGS ETC.

Any calculations, designs, drawings, schedules, information, data, progress charts etc. required by the Purchaser's Engineers in connection with the Contract, shall be furnished by the Contractor at his own expense. The Contractor will not be required to furnish drawings, designs, and calculations etc. for basic designs and employment schedules provided by the Purchaser in case no modification/ deviation is proposed by the Contractor for a particular basic design/ employment schedule. In the event of new developments in designs, comments on Research Designs and Standards Organization (hereinafter called R.D.S.O's) basic drawings/designs/employment schedules will be submitted by the contractor to the Purchaser. If the R.D.S.O.'s drawing/design/ employment schedule is not revised, Contractor need not submit drawings/designs/employment schedules to the Railway Electrification. In the event of the Contractor suggesting any Alteration/ deviation, which is approved by R.D.S.O. the Contractor will re-trace the drawings and supply copies after approval by Purchaser/R.D.S.O. All designs/drawings/ calculations/data submitted by the contractor for execution of the work shall become property of the purchaser and Railways reserve the right to use them for any work, in any manner deemed fit. In case of any ambiguity in the interpretation of design & drawings, the decision of the purchaser shall be final and conclusive.

5.22 Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President of India or any officer, duly authorized by him in this behalf and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

SPECIAL TERMS & CONDITIONS

1. **Completion Period:** - The work shall be completed by the contractor within the stipulated time as per the agreement subject to the availability of shutdown/material. If the execution of a certain part of work is delayed on account of non-availability of shutdown/material to contractor by the department that delay shall not be treated as delay on part of contractor. Any delay on the part of DFCCIL shall be duly accounted for while calculation of completion period and period of Agreement shall be extended accordingly after recommendations of Engineer In-charge of Work.
2. **Transportation:** - To & from transportation of the material arranged by or handed over to the Firm, for execution of work, shall be the responsibility of Firm and shall be done by them at their own cost. For reaching at work site along with necessary materials, contractor has to make his own arrangement and all charges including boarding lodging and to & from of his staff will be borne by the contractor.
3. **Tools & Plant:** - All skilled/unskilled labour , T&P required for the completion of work shall be arranged by the contractor at his own cost, risk and responsibility.
4. **Safety and workmanship:** - The contractor shall be fully responsible for completion of works as mentioned in the schedule of price and quantity for which all the required, skilled, and unskilled labour, including Tools and Plant shall be arranged by the contractor at his own cost. During the execution of above work if any accident to men and material takes place the contractor shall be responsible for the same. Any loss occurred to DFCCIL during the execution of work, the cost of the same shall be recovered by the contractor. If any loss or theft of contractor's men and property occurs during the execution of the work, contractor shall be fully responsible for the same.
5. **Minor works for completion of work:** - The contractor shall do the minor works which have either not been specifically mentioned in this specification or in the tender submitted and which are essential to complete the work satisfactorily as per technical specification. No extra payment shall be made on account of this. The nature of minor work shall be decided by the Supervisory Engineer.
6. **Theft & losses:** - In case of any theft and losses of material duly handed over to the contractor he shall be fully responsible for the same. The necessary FIR shall be lodged by him with the concerning Police Station. And in case of losses so incurred, not having been recovered by Police, the recovery of same shall be made from the contractor's pending bill and in case the recovery being found in excess of all claims of the contractor arising out the same shall be recovered from bills of other contract in the DFCCIL or in Indian Railways etc.
7. **Substandard work:** - Any work or part thereof not being found as per technical specification shall not be accepted. The contractor shall have to do the defective part of the work again at his own cost.
8. **Major or minor accidents:** - Contractor will be fully responsible for any minor or major miss happening sustained to him/his personnel during execution of work. All the compensation arising thereof shall be the responsibility of the contractor only. DFCCIL will not be responsible in any way.
9. **Indemnification:** - Contractor shall indemnify and save harmless DFCCIL against and from any liabilities, claims, damages, losses or expenses arising due to or resulting from following and shall submit Notary verified Indemnity Bond worth Rs 50.00 Lakh.
 - a) Any breach, non-observance, or non-performance by contractor or its employees or agents of any of the provisions of this Work Order.
 - b) Any act or omission of contractor or its employees or agents.
 - c) Any negligence or breach of duty on the part of contractor, its employees or agents including any

wrongful use by it or them of any property or goods belonging to or by DFCCIL. Contractor shall at all times indemnify DFCCIL against all liabilities to other persons, including the employees of DFCCIL or contractor for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Works and against all costs charges and expenses that may be occasioned to DFCCIL by the claims of such person.

10. Labour Laws: - Contractor shall follow all the relevant labour laws enforced by Govt. of India or U.P, Haryana from time to time during the period of contract.

11. EPF/ESI: - In case clause of EPF/ESI is not applicable and the notary verified affidavit is submitted by the firm in respect of application for EPF/ESI from respective department, the same shall have to be submitted by the firm within three months' time period from the placement of order. If the firm fails to submit the aforesaid certificate within the stipulated time period, the payment to the firm shall be held till such a period when the firm submits the desired document.

12. Taxes: - Income tax/other taxes/GST shall be deducted as per prevailing rules and regulations.

13. The contractor to be issue identity card to each and every person employed by him and deployed for execution of the contract work at his cost. Failure on the part of the contract to issue identity cards to their employees will be treated as a breach of contract conditions.

14. Penalty:

1) During CB tripping as informed from concern in charge, contractor staff should move for site within 02 hrs. of information. In case, firm fails to deploy staff for normal foot patrolling or due to CB tripping on schedule date & time a penalty of Rs. 2000/- per case will be imposed.

2) In case, firm fails to send team for maintenance on schedule date & time then a penalty of Rs. 2000/- per day will be imposed.

3) The contractor has to move his team to the breakdown site within one hour as he receives information from DFCCIL In-charge official etc. During breakdown if contractor fails to reach at breakdown site, then a penalty of Rs. 5000/- per case will be imposed.

4) In case, firm fails to start the insulator cleaning work from scheduled date, penalty of Rs. 3000/- per day will be imposed.

5) Ceiling limit of amount of penalty imposed under the contract shall be governed by Indian Railways GCC.

15. Contractor has to maintain following printed registers as per prescribed format at his own cost and will produce at any time if demanded by DFCCIL authority:

- Complaint register
- Instructions to contractor register
- Detailed schedule maintenance register (Having filled job cards of all the schedules of the assets detailed in the explanatory notes).
- History books of all the assets equipment wise.
- Defect registers of all the assets equipment wise.

16. COMPLIANCE WITH THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT AND RULES: -

- i) The contractor has to ensure compliance with the provisions of “The Contract Labour (Regulation and Abolition) Act, 1970 and “The Contract Labour (Regulation and Abolition) Central Rules, 1971 as amended from time to time.

- ii) If any of the amenities required to be provided by the contractor to fulfill his legal requirements is not provided by the contractor, it may be provided by DFCCIL at the cost of the contractor. All the expenses incurred in providing the amenities may be recovered from the contractor either by deductions from the on account/final bills of this contract or from any other amount payable to the contractor under any other contract with DFCCIL.
- iii) Contractor is responsible for the payment of wages to the staff deployed under section 21 of “The Contract Labour (Regulation and Abolition) Act, 1970 and to ensure compliance especially with the Rules 63 to 83 of “The Contract Labour (Regulation and Abolition) Central Rules, 1971 in this regard.
- iv) The contractor is responsible for maintenance and exhibition of records as prescribed in section 29 of the “The Contract Labour (Regulation and Abolition) Act, 1970.
- v) The wages are to be paid in accordance with the provision of the Minimum Wages Act as amended from time to time. The risk of life and limb of manpower shall be covered by the contract or by the way of an insurance policy. Compensation to the manpower in case of accidents or otherwise shall be made by the contractor. Contractor shall comply with all safety rules, industrial and labour regulations and DFCCIL will not be responsible for any injury caused to contractor ‘s men during performing duties or in case of their negligence during working. It shall be the sole responsibility of the contractor to get their employees covered under security Insurance at their own expense.
- vi) The contractor shall obtain a valid labour license under the aforesaid act as modified from time to time before the commencement of work and continue to have a valid license until the completion of work.
- vii) As regard, social security measures i.e. defined contribution of employer and employee towards Provident Fund as per Act and as applicable to certain establishments under ESI such contribution to be deposited by the contractor every wage period or part thereof with EPF and ESI office directly or through bank Challan. While submitting the on-account bills, the proof of deposition of contribution with regard to EPS and ESI as applicable for the previous wages periods is to be furnished by the contractor.
- viii) The contractor is responsible for the maintenance of Muster Roll, Wages Register, Deduction Register and Overtime register as per rule 78 of “The Contract Labour (Regulation and Abolition) Central Rules, 1971.

CHAPTER VI
PRICES AND PAYMENT

6.1 Scope

This chapter deals with prices to be paid for supply and/or erection of various items of work or for supplies and other amounts payable in accordance with the accepted schedule of prices and rates and terms and conditions of payment mentioned herein. This is a works contract. The total prices for the completed items of work are the actual prices payable to the contractor as per the terms and conditions of the contract.

6.2 Schedule of Prices

(a) (i) Prices for item with SOR

The rates given against various items of work in IREPS Schedule of the tender papers are the standard schedule of rates (S.O.R.). The tenderer is required to quote a SINGLE percentage below/at par/above against the SOR updated cost while quoting the summary of prices **on IREPS site**. The actual payment to be made against any item of the Schedule shall be derived after loading the updated SOR prices with the tenderer's quoted percentage. The prices so obtained shall be the prices for the various items of work given in IREPS schedule.

(ii) Non-Schedule Items

These are the non-schedule items, and the tenderer shall quote a single percentage of non-Schedule Items below/at par/above on estimated cost. The summary of prices of these items shall be included along with the summary of prices of items with SOR/NS for Schedule of Quantity and Rates.

(iii) All prices as above shall be FIRM irrespective of minor variations in basic quantities and use of alternative types of various components and fittings approved by the purchaser. Minor changes in the basis designs shall not affect unit prices, so long as such changes are mutually agreed to by the purchaser and the contractor.

(b) Unit Prices for Materials

The prices offered in tender shall include all Taxes, Duties, and levies (including Octroi etc.) applicable on this works contract. Therefore, they should quote their prices considered, the rate of taxes as leviable in the event of sale through works contract to the Central Government Organization in that state. It is clarified that the required forms applicable for this purpose will be supplied to the contractor as applicable in the state where the contract is being executed. The prices shall also include provision for losses and wastage in transit and erection.

(c) For Erection

The prices offered in tender shall include cost of erection and testing to be done by the Contractor to the extent indicated in the schedule and also cover all cost of administration of the contract, insurance premia, bankers' charges for guarantees, cost of stamps, 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. The unit prices shall include the cost of works and adjustments necessary to be done by the contractor during or after the tests carried out by the purchaser as per tender conditions.

6.3 Price Variation Clause: (Applicable for tenders valuing Rs 5 Crore or above) Note: Price Variation Clause (PVC) in works contract is dealt with accordance with provisions of items 46A of IR GCC JULY 2020. To simplify and enhance the pace of the work, it has been decided to remove the PVC clause in all works contracts tenders having a value less than Rs. 5.0 Crore.

6.4 Quantities

- (a) The approximate estimated quantities of various items of work are included in the schedule in IREPS.
- (b) **Explanatory Notes**
Explanatory notes for various items of work included in IREPS Schedule are given in Chapter VII.
- (c) **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 the Schedule, the Contractor shall execute such works at such prices as may be mutually agreed with the Purchaser before commencement.

6.5 Price of Equipment, Components and Materials – The prices of individual equipment, components and materials required for the work inclusive of all taxes / GST/ and insurance premia under the emergency risk (Goods), Insurance act in force if any shall be included in schedule rate. The prices shall be related to the actual prices of the components and materials to the contractor as obtained by him at the time of submitting his tender. If required by the purchaser, the tenderer/contractor shall substantiate such prices. No adjustment of rates is permissible if alternative approved fittings are used for any reason whatsoever.

6.6 Price of Additional supplies - The additional supplies will be taken over from the contractor at the price indicated in the schedule.

6.7 Payments and recoveries – Subject to any deduction or recoveries which the Purchaser may be entitled to make under the Contract, the Contractor shall, unless otherwise agreed to, be entitled to get the following payments subject to conditions stipulated in subsequent paragraphs.

- i. On account payments.
- ii. Progress payments for supply and erection.
- iii. Payment for additional supplies.
- iv. Final settlement.

6.8 Invoicing procedure

The contractor shall submit his invoicing procedure for approval by the Purchaser within 2 months of the date of receipt of the Letter of Acceptance of Tender. Separate invoices shall be submitted for the different types of payment mentioned above. All invoices shall be submitted with original supporting documents or certified true copies of the supporting document wherever these are acceptable to the Purchaser's Engineer. Where copies of original documents are required in support of several invoices, true certified copies of the original documents may be forwarded to the Purchaser's Engineer, with his consent. Invoices shall be submitted only on the basis of agreed principles and prices, quantities and measurements of works completed shall be approved by the Purchaser's Engineer prior to the submission of invoices. For this purpose, the schedule of quantities and measurements submitted by the contractor for approval of the Purchaser's Engineer may be only up to the extent of work completed except in the case of payments on provisional acceptance.

6.9 “On -Account” payments: -

a) On account payment will be made for equipment, components, fittings and materials required for the execution of work and additional supply as described below subject to a maximum of 04 (four)'On Account' bills in the whole contract. No 'On Account' payment will be made on supplies of concrete materials. 'On Account' payment made will subsequently be adjusted against progress payment and against payment due on provisional acceptance and /or against payment due on supply of spares and other supplies. All 'On Account' payments shall be covered by a standing indemnity bond in the approved Form.

b) 'On account' payments for equipment, components, fittings and materials will be made to the extent of 80% on the unit prices of such equipment, components, fittings and materials as per Schedule on receipt of the same at the Contractor's depot. All invoices shall be accompanied by the following.

- i) Supplier Challan.
- ii) Inspection Certificate granted by Purchaser’s representative.
- iii) Certificate of receipt of materials at Contractor’s depot/s duly accepted by the Purchaser’s Engineers
- iv) Certificate that stores have been insured.
- v) Quality Assurance documents.
- vi) Excise Duty Gate Pass for supplies.

6.10 Recoveries from the Contractor

- a) All the recoveries for materials supplied and services rendered by the Purchaser to the Contractor and other refunds due from the contractor shall unless otherwise specified, ordinarily be made by deductions from payments due to the Contractor covering the value of supply and erection in the progress payment for erection, and from payment on Provisional Acceptance.
- b) The cost of materials supplied by the Purchaser under para “SPECIFIED DFCCIL STORE” will be recovered in full by the Purchaser at the relevant price in schedule 3 or book rate or last purchase rate, whichever is higher, to the extent of requirement of such materials from the payments to be made to the Contractor.
- c) The cost of materials if supplied under para “OTHER DFCCIL STORES” will be recovered in the manner indicated in the sub-para (a) above.
- d) The materials supplied under above paras under “OTHER DFCCIL STORES” shall be covered by the standing indemnity bond.

6.11 Progress payments for supply and erection (General).

The progress payment for supply and erection will be affected as under:

a) Foundation

On completion of foundations in each subsection, the Contractor shall receive payments to the 90% of the prices for foundations of schedule.

Other items of supply & erection

- b) **80% of the item price (material cost) shall be paid on receipt of material in DFCCIL custody after inspection.** If for any item of work, price of material and erection is not separately available, 80% of the cost of the item of work will be considered as material cost.
- (1) Further payment of material and erection cost to cover 90% of the cost of the item of work shall be made on successful testing and commissioning of the installation.

- (2) **Final Payment** – Balance 10% payment shall be released after completion of work on account bill by the Purchasers Engineer.
- c) The portion of progress payment towards the supply shall be progressively set-off against “On Account Payment” made until the entire on account payment are adjusted. Thereafter, the progress payment towards the supply shall commence. For the progress payment towards erection, the contractor shall receive payment to the extent of 90% of the erection price included in Schedule.
- d) All the above payments shall be subject to any recoveries which may be due under para 6.10.
- e) **The work shall be carried out as per latest RDSO specification/CORE specification on the date of opening of tender even if mentioned otherwise elsewhere in the tender. Material shall be purchased from RDSO/CORE approved sources only. In case, for a specific item there is no RDSO/CORE approved source/specification, POWERGRID/NTPC approved sources/specifications for that material may be used. In case no RDSO/CORE/PGCIL/NTPC approved source is available then regular suppliers of the items to Railway/PGCIL/UPPCL can be considered for supplies.**

6.12 Payment for additional supplies

The contractor shall receive payments for additional supplies ordered, if any, in accordance with the prices included in Schedule 1, on delivery of such supplies to the purchaser after due adjustment against 'On account' payment made in terms of tender conditions.

6.13 Income Tax, GST & other Taxes- The Income Tax, GST and other taxes etc shall be applicable as per latest extant rules.

(a) Under section 194-C of the income Tax Act. 1961 deduction of 2% or as applicable on Income Tax will be made for sums paid for carrying out the work under this contract.

(b) All taxes, duties & levies (including Octroi etc.) arising out of the transactions between the contractor and his sub-contractors/Suppliers for this work will be included in the rates quoted by the contractor in the relevant schedule.

(c) Wherever the law makes it statutory for the purchaser to deduct any amount towards GST or works contract or any other deduction, the same will be deducted and deposited with the concerned authority.

(d) The tenderer for carrying out any construction work in Uttar Pradesh must get themselves registered from the Registering Officer under Section-7 of the building and other Construction Workers (Regulation of Employment and Conditions of Services) Act, 1996 and the building and other Construction Workers Welfare cess Act 1996 and rules made there to by Uttar Pradesh Government and submit the certificate of Registration issued by the said Registering Officer. 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. The cost of material shall be outside the purview of the cess, when supplied under a separate schedule Item. Similar action shall be taken for work in Haryana.

6.14 Payments for surplus Materials –

The Contractor shall receive payment on prices included for the surplus materials taken over by the Purchaser on delivery of such materials to the Purchaser.

6.15 Final settlement -

On expiry of the Guarantee period and issue of the Certificate of Final Acceptance of the entire installations the security deposit will be refunded to the contractor after adjustment of any dues payable by the contractor.

6.16 Measurements-

- a) Payment for fieldwork shall be made in accordance with approved designs and drawings and measured in relevant units except where provided for otherwise. In case the dimensions of the work are more than those shown in approved designs and drawings, the contractor will not be entitled to any extra payment, unless dimension were increased on account of physical impossibility of carrying out the work in accordance with approved drawings and designs. In case the dimensions of work are less than those shown in the approved designs and drawings and the work is accepted without being rejected, payment will be made as per work actually done.
- b) The measurements will be made generally in accordance with standard engineering practice and in conformity with the explanatory Notes for Schedule in IREPS.

6.17 Mobilization Advance: DELETED.

6.18 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 thereunder 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 DFCCIL whether in connection with any work being executed by the Contractor or otherwise for the purpose of DFCCIL such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

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

6.19 Apprentices Act(54-A): 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 subcontractors fails to do so, his failure will be a breach of the contract and DFCCIL may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

6.20 Provisions of Payments of Wages Act (55): The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If incompliance 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 money which may be ordered to be paid by the Engineer shall be deemed to be money payable by the Engineer on behalf of the Contractor and the Engineer may, on failure of the Contractor to repay such money to DFCCIL, deduct the same from any money due to the Contractor in terms of the contract. DFCCIL shall be entitled to recover the same from

Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all money paid or payable by DFCCIL by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

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

A(1) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify DFCCIL from and against any claims under the aforesaid Act and the Rules.

A(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.

A(3) The Contractor shall pay the labour employed by him directly or through subcontractors the wages as per the 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.

A(4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

A(5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, DFCCIL is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of DFCCIL due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of DFCCIL under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, DFCCIL shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of

Contractor with the Government of India. DFCCIL shall not be bound to contest any claim made against it under Sub-Section 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 DFCCIL full security for all costs for which DFCCIL might become liable in contesting such claim. The decision of the GGM/EL/TS regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

6.21 B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952(55-B):

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 DFCCIL from and against any claims under the aforesaid Act and the Rules.

6.21 C- (55-C) (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of Indian Railways Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website

‘www.shramikkalyan.indianrailways.gov.in’. The 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) The contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor’s registration in the portal within 7 days of receipt of such request.
- (b) The contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramik kalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. The engineer shall update (if required) and approve the details of LoA filled in 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 shramik kalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

(ii) While processing payment of any ‘On Account Bill’ or ‘Final Bill’ or release of ‘Advances’ or ‘Performance Guarantee / Security deposit’, contractor shall submit a certificate to the Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramik Kalyan Portal at ‘www.shramikkalyan.indianrailways.gov.in’ till Month, _ Year.”

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

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

Letter of Credit: Railway Board has issued letter for inclusion of “Letter of Credit” as Mode of payment in Works Tenders or Service Tender vide letter No. 2019/CE- 1/CT/9 dt 04.06.2019.

1. All works tenders or service tenders invited by Railways/ DFCCIL through e-tendering on IREPS, having advertised value of Rs.10 lakh and above, shall include in tender conditions, an option for the contractor to take payment from DFCCIL through a letter of credit (LC) arrangement.
2. As such, following special conditions shall be included in the works tenders or service tenders to be invited henceforth:
 - (i) For all the tenders having an advertised cost of Rs.10 Lakh or above, the contractor shall have the option to take payment from DFCCIL through a letter of credit (LC) arrangement.
 - (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement system-the e-application on which tender or called by

Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.

(iii) The option so exercised shall be an integral part of the bidder's offer.

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

(v) In case tenderer opts for payment through LC, following shall be the procedure to deal with release of payment through LC:

- (a) The LC shall be a sight LC.
- (b) The contractor shall select his Advising/Negotiating Bank for LC. The incidental cost towards issue of LC and its operation there of shall be borne by the contractor.
- (c) Union Bank of India, Moti Bagh, New Delhi, will be the nodal branch for issue of LCs based on online requests received from DFCCIL Accounts Units for tenders opened in financial year 2023-24. Union Bank of India branches where the respective DFCCIL Accounts office has its Account (Local UBoI Branch) will be issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain the same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation there of shall be borne by the contractor and shall be recovered from his bills.
- (d) The LC shall be opened initially for a duration of 180 to 365 days in consultation with the contractor. The LC shall be extended from time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
- (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway/ DFCCIL from the against all losses, claims and demands of every nature and description brought or recovered against the DFCCIL by reason of any act or omission of the contractor, the agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by DFCCIL on these accounts shall be considered as reasonable compensation and paid by the contractor.
- (f) The LC terms and conditions shall inter-alia provide that the DFCCIL will issue a document of authorization (format enclosed as form-28) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
- (g) The acceptable, agreed upon document for payments to be released under the LC shall be the document of authorization.
- (h) The document of authorization shall be issued by DFCCIL accounts office against each bill passed by DFCCIL.
- (i) On issuance of document of authorization, a copy of document of authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of the document of authorization shall also be sent by DFCCIL accounts Office to DFCCIL's bank (local UBoI branch).
- (j) The contractor shall take print out of the document of authorization available on IREPS and present his claim to his bank (advising bank) for necessary payments as per LC terms and conditions. The claim shall comprise of a copy of document of authorization, bill of exchange and bill.
- (k) The payment against LC shall be subject to verification from DFCCIL's bank (Local UBoI branch).
- (l) The contractor's bank (advising bank) shall submit the documents of the Railway's/ DFCCIL's bank (Local UBoI Branch).
- (m) DFCCIL's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally

- signed document of authorization received from DFCCIL accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's accounts.
- (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
 - (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
 - (p) The release of a performance guarantee or security deposit shall be dealt directly by DFCCIL with the contractor i.e. not through LC.

General terms and conditions

1. The contractor is deemed to have carefully examined the nature and quantum of work involved, specifications and schedule etc. No claim from contractor will be entertained by DFCCIL on this account.
2. No claim for interest will be entertained by DFCCIL due to any dispute, if any, in making final payment or in any other respect whatsoever.
3. The contractor shall be entirely responsible for the safe custody of DFCCIL property delivered to him by DFCCIL for carrying-out the work. In the event of loss or damage occurring due to any reason whatsoever the contractor shall be liable to the DFCCIL to the extent of loss or damage as decided by Engineer in-charge of work.
4. DFCCIL has reserved the right to ask the contractor to discontinue the work at any time if the progress or quality of work of the contractor is found unsatisfactory. The balance work shall be done through another agency etc.
5. The contractor shall not claim any other extra charges during suspension of work due to any reason beyond the control of CA of the work.
6. The contract can be terminated at any time in case it is found that the work has not been carried out as per specifications and to the entire satisfaction of Engineer, In- charge of work.
7. No accommodation etc. will be provided to the contractor or his staff.

The contractor and his employees shall neither be treated as DFCCIL employees, nor shall they have any right for.

CHAPTER – VII
Technical Specifications

EXPLANATORY NOTES OF SCHEDULE OF RATES - SCHEDULE OF PRICES

SECTION 1 – GENERAL

- 7.1 Explanatory notes for various items of work in IREPS Schedule are given below:
- 7.2 The basic quantities of components and materials required to make up a unit of work for selected items are indicated for guidance only. There may be minor variation to suit erection but no adjustment in prices of IREPS 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 components and materials required to make up a unit work, indicated herein, except where otherwise specified for materials supplied by the purchaser.
- 7.3 In the explanatory notes given in this Chapter, the term 'Small Parts Steel work' is meant to cover fabricated steel work made from rolled steel sections, complete with bolts and nuts and washers where required for fastening the small parts steel work to any structural member. The term "attachment" wherever used is intended to cover castings, forging, machined or welded components or fittings, which are attached directly to a structural member, or mounted on small parts steel work and shall include bolts and nuts for fastening the attachment to the structural member or small parts steel work.
- 7.4 In the explanatory notes given in this Chapter, the term "bimetallic connection" is meant to cover any connection between a copper conductor and an aluminum conductor. The clamps used for such connections shall be made up of a suitable aluminum alloy or copper alloy and the copper/aluminum conductor shall be wrapped with a bimetallic (aluminum copper) strip to prevent direct contact between aluminum and copper.
- 7.5 Special notes for measurements are included in this chapter under various items, where necessary.
- 7.6 **Reconciliation of materials supplied by the purchaser.**
- a) The following procedure shall be adopted for the final reconciliation of the various equipment, 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 materials and/or workmanship shall be returned to purchaser by the Contractor.
 - c) **Steel** - Cost of rolled steel masts, gantry masts, fabricated steel work damaged or not accounted for, will be recovered at rates specified in note at the end of this para.
 - d) **Wires and conductors** - The purchaser will supply to the contractor all wires and conductors required for the work based on unit quantities, inclusive of erection allowances in accordance with

the lengths of finished wires and conductors for new items of work. Out of the quantity as calculated above, the contractors shall return to the purchaser wires and conductors in longest possible bits or in the form of scrap as calculated on the basis of final quantities of item of work of schedule and the quantities specified. The total length of finished wires and conductors deemed to have been erected will be the difference viz as calculated on the basis of the final quantities of IREPS schedule and the bare unit length specified with the lengths of finished wire and conductors for new items of work.

Notwithstanding the above, it is a general condition that the contractor shall return to the purchaser all wires and conductors which have been supplied to him but not utilized on works. Should the contractor be unable to do so, the purchaser shall be entitled to recover the cost of such wires and conductors as specified in note at the end of para 7.6(e). For the purpose of reconciliation, the length of wire or conductors deemed to have been supplied by purchaser to contractor will be the length stenciled on the drum and the length deemed to have been returned by the contractor will be the actual length of cut pieces and/or the length calculated on the basis of the actual weight of cut pieces scrap and liner density specified.

- e) **Other equipment's, fittings, and components** - The purchaser will supply the requirement of the various other equipment, components or fittings if required. If there are any shortage during final reconciliation, their cost will be recovered by the purchaser from the contractor at the prices inclusive of all charges as specified in Note below:

Note

(i) 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 rate whichever is higher plus 5% on account of initial freight, 2% on account of incidental charges together with supervision charges @ 12.5% of the total cost inclusive of material freight and incidental charges. Freight between the purchaser's source of supply and the contractor's depot shall be on the Contractor's account.

(ii) No recovery/reconciliation shall, however, be made as per the preceding paras if the items stated under clause 7.6 are made contractor supply by including the respective optional items in the contract.

7.7 Released Material

The contractor shall return to the purchaser all the released OHE/PSI material from the existing system at the first available opportunity but not later than a week at the purchaser's store. If the contractor fails to return the released material at the specified time, the cost of released material will be recovered from the progress bill before releasing any payment.

SECTION-2: PARTICULAR

Name of work: Comprehensive and preventive maintenance work of 132 KV and 220 KV transmission lines between Abdullapur (Jagadhari, Haryana) GSS of PGIL to Wair (Uttar Pradesh) TSS/DFCCIL via Jagadhari TSS/DFCCIL and Pasauli (Sasaram, Bihar) to Durgawati (Bihar) sections of Eastern Dedicated Freight Corridor.

Note:

1. Notwithstanding anything to the contrary in this section, the entire requirements of the equipment's, components and fittings for the work, listed in IREPS schedule will be supplied by the purchaser to the contractor. The prices in the IREPS schedule shall be exclusive of the cost of supply of these

items mentioned in IREPS schedule.

2. In the case of wires, conductors, etc the prices for erection shall include any assembly work to be done in the contractor's depot prior to erection at site, such as fabrication of droppers etc to shapes and sizes required.

Part A

Schedule 01: Cleaning of Suspension & Tension string Insulator of 132 & 220 kV Transmission Line

Item No.-01: Cleaning of suspension tower insulators of 132 KV Transmission line by bringing on ground

1	The successful tenderer shall remove the complete suspension insulator string one by one from the tower after taking necessary arrangement and safety after removal from suspension clamp to ground for cleaning with water.
2	All insulators shall be dismantled from the string and thoroughly cleaned and checked for any chipping or flash or punctured. If any flash or punctured or chipped disc insulators are found, to be replaced after taking the insulators from the depot in- charges. All dismantled insulators shall be cleaned with fresh water and rubbed with the soft cloth and remove the carbon deposit or dust, so that the entire insulator will be looked new from inside and outside. Use of scotch bright is strictly prohibited for cleaning of insulators.
3	All the Jumper/clamps/nut bolts shall be checked thoroughly and re-tightened. If any Jumper/clamp and nut bolt found flash or damaged to be replaced by the tenderer. Necessary materials shall be taken by the tenderer from DFCCIL representative to replace the damaged/broken/flash Jumper/Clamp/Nut bolts if found during cleaning. Jumper/clamp/Nut Bolts will be provided by DFCCIL.

Item no.-02: Cleaning of Suspension tower Insulators of 220 KV Transmission line by bringing on ground.

1	The successful tenderer shall remove the complete suspension insulator string one by one from the tower after taking necessary arrangement and safety after removal from suspension clamp to ground for cleaning with water.
2	All insulators shall be dismantled from the string and thoroughly cleaned and checked for any chipping or flash or punctured. If any flash or punctured or chipped disc insulators found, to be replaced after taking the insulators from the depot in-charges. All dismantled insulators shall be cleaned with fresh water and rub with the soft cloth and remove the carbon deposit or dust, so that the entire insulator will be looked new from inside and outside. Use of scotch bright is strictly prohibited for cleaning of insulators.

3	All the Jumper/clamps/nut bolts shall be checked thoroughly and re-tightened. If any Jumper/clamp and nut bolt found flash or damaged to be replaced by the tenderer. Necessary materials shall be taken by the tenderer from DFCCIL representative to replace the damaged/broken/flash Jumper/Clamp/Nut bolts if found during cleaning. Jumper/clamp/Nut Bolts will be provided by DFCCIL.
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Item no.-03: Cleaning of Tension tower Insulators of 132 KV Transmission line on Towers

1	The successful tenderer shall clean the complete tension insulator string one by one at the existing location/tower by the soft water and cloth and remove the carbon deposit or just, so that the entire insulator will be looked new from inside and outside. Use of scotch bright is strictly prohibited for cleaning of insulators.
2	All insulators shall be cleaned thoroughly and checked for any chipping or flash or punctured. If any disc insulator found flash or punctured or chipped to be replaced by the tenderer. Necessary arrangement to be made by the tenderer to replace the flashed/punctured disc if found during cleaning.
3	All the Jumper/clamps/nut bolts shall be checked thoroughly and re-tightened. If any Jumper/clamp and nut bolt found flash or damaged to be replaced by the tenderer. Necessary materials shall be taken by the tenderer from DFCCIL representative to replace the damaged/broken/flash Jumper/Clamp/Nut bolts if found during cleaning. Jumper/clamp/Nut Bolts will be provided by DFCCIL.

Item no.-04: Cleaning of Tension tower Insulators of 220 KV Transmission line on Towers

1	The successful tenderer shall clean the complete tension insulator string one by one at the existing location/tower by the soft water and cloth and remove the carbon deposit or dust, so that the entire insulator will be looked new from inside and outside. Use of scotch bright is strictly prohibited for cleaning of insulators.
2	All insulators shall be cleaned thoroughly and checked for any chipping or flash or punctured. If any disc insulator found flash or punctured or chipped to be replaced by the tenderer. Necessary arrangement to be made by the tenderer to replace the flashed/punctured disc if found during cleaning.
3	All the Jumper/clamps/nut bolts shall be checked thoroughly and re-tightened. If any Jumper/clamp and nut bolt found flash or damaged to be replaced by the tenderer. Necessary materials shall be taken by the tenderer from DFCCIL representative to replace the damaged/broken/flash Jumper/Clamp/Nut bolts if found during cleaning. Jumper/clamp/Nut Bolts will be provided by DFCCIL.

Condition for Insulator Cleaning: -

1.	The contractor staff shall arrange sufficient necessary tools, ropes, chain pulleyetc. Required for removal, re-providing of suspension insulators string in cross arm.
2.	Tenderer shall depute at least adequate number of gangs having sufficient skilled/unskilled manpower for the above said works. The work shall be completed before foggy season.

3.	For cleaning insulators on 220 KV TR Line. Firm shall submit the plan one month before for approval from PGCIL/ power utility authority and thereafter, firm will start the cleaning work.
4.	While moving to site, the tenderer shall take the sufficient string insulator from the depot in-charges under which the work will be executed. The respective depot in charges shall arrange the sufficient quantity of insulators and other spare if required during cleaning/replacement of insulator and issue sufficient quantity as spare for site as experience.
5.	The material required for cleaning/replacement of insulators shall be transported safely by the contractor itself at site. No extra shall be paid for this.
6.	The Tower number shall be given by the consignee, where the insulator cleaning /Replacement shall be done on 132 KV/220 KV Tr line towers.
7.	Shut down will be arranged by the depot in charge at 8.00 Hrs daily for early execution of works. No extra shut down charges shall be given to the contractor
8.	The contractor shall, however, arrange a minimum of 2 mobile phones in working condition to improve the communication with the DFCCIL Authorities at site/control/GGM offices at Ambala, Meerut and Deen Dayal Upadhyay (DDU, previously Mughal Sarai) to convey maximum amount of work. Mobile set shall be returned back to the contractor after completion of work.
9.	The Work will be done day and night with war foot level with the approval of the GGM/EL/TS, DFCCIL-Corporate Office New Delhi, or his authorized field unit representative from GGM offices at Ambala, Meerut and DDU.
10.	Shutdown will be granted during day & night hour condition. The contractor shall confirm that he will equip himself to carry out all work during night blocks efficiently by suitable special lighting equipment's without any extra cost.
11.	Shutdown shall be counted from the time the TR line is placed at the contractor's disposal at the work spot till it is cleared by the contractor.
12.	If any flash insulators appeared during cleaning of insulators, the contractor shall replace the same and the insulator shall be arranged by the DFCCIL.
13.	Shutdown will be subject to normal operating conditions and rules of the DFCCIL. All formalities of exchanging private numbers etc. will be carried out by the representative of GGM/EL/TS and the contractor representative. Contractor will depute a representative for each team who will be responsible for imposing shutdown and also removing the same after men, material and equipment have been removed by the contractors.
14.	Contractor shall be solely responsible for correctness of the position of the work. Contractor shall bear and pay the cost for any alterations or work arising from any discrepancy's errors or omission.
15.	The contractor shall be responsible for all repairs and rectification of damages without any delay to minimize or to avoid traffic detention, in a section until the installations are provisionally handed over to the purchaser.
16.	The contractor shall issue identity card for every staff during working.
17.	All the safety precaution shall be taken by the contractor during working; DFCCIL shall not be responsible to any compensation.
18.	Any other work which is not specifically mentioned in the scope of work but required as per site condition to complete the work, will be carried out by the contractor without any extra cost.

19.	Old & released insulators shall be handed over to DFCCIL's depot in charge for accountal.
20.	The contractor shall do all the works so that no crop shall got damaged and no crop Compensation shall be given to the contractor for this work.
21.	If any insulator found flash due to non-cleaning, it shall be responsibility of tenderer to replace it free of cost. During cleaning care shall be taken by the tenderer.
22.	<u>Depot in charges have to ensure provision of Yellow/Red band (2inch paint strip) on each disc of suspension insulators and Yellow/Red colour mark on the damper near totension insulators after cleaning to identify that the insulator has been cleaned by the contractor and this shall be strictly follows. In case any abnormality occurs or disc flash,then during replacement, the colour coding shall be changed. The Yellow/Red band shall be visible from the ground.</u>

Penalty: - 1) In case, firm fails to start the cleaning work from schedule date, penalty of Rs. 3000/- per day will be imposed.

2) During erection of suspension/tension string insulators, the tenderer shall ensure that all the discs are fitted properly, and no discs are come out from the socket eye i.e eye ball well fitted in socket eye of each disc, so that there shall be no chances of falling of disc on ground which may cause the interruption to power supply. The depot in-charges shall ensure this before erection of string on towers. In case such type incidence occurs, then there will be a penalty five times per string cost.

Part-B

Schedule- 2: Various maintenance activities of 132 kV & 220 kV Transmission line :-

ItemNo. 1: - Regular Tower to Tower ground/top monthly patrolling, detection of defects, like missing/theft tower members, removal of bird nest from the tower insulator, checking of hot point by thermos-vision Camera, puncture insulator disc, dislocation of vibration dampers/damaged conductor/earth wire, checking of foundation & position of trees in the corridor of 50 mtr, patrolling shall be done on monthly basis :-

The price shall cover Monthly regular tower to tower ground foot patrolling of 132 kV & 220kV transmission lines with the help of patrolling team consisting of skilled labour and supervisor equipped with Binocular and other T&P and detection of defects like missing tower parts, hot point, punctured insulator disc, dislocation of vibration dampers, damaged conductor earth wire, checking of foundation & position of tree in the corridor of 50 mtr and tree clearance of 5 mtr of the line etc. Wherever the Maintenance of line shall be required that will be in the scope of contractor.

The survey report should be submitted to Concerned Depot In-charges and Controlling officer in duplicate containing the prescribe formats. The proforma for foot patrolling will be provided by concern depot In-charge and it will be updated by depot in-charges time to time. Proper intimation has to be made to Concerned Depot In-charges and Controlling officer before start the work.

During Patrolling following works are to be attended-

- a) Visual inspection of jumpers & insulators conductors, earth wires.
- b) Lopping and chopping and bush clearance, not involving tree cutting.
- c) Lopping/ cutting of trees.
- d) Inspection of foundation and completeness of tower members.
- e) Back filling/ removal of extra soil from tower legs.
- f) Repairing of coping.
- g) Identification & fixing of missing nuts/bolts tower members, Danger/Phase/Numberplates.
- h) Detection & recording of such faults (daily progress report in this respect to be submitted to the Engineer-in-charge in specified formats.)
- i) Tower top patrolling of faulty section to faults like polluted insulators, defective insulator fitting etc.
- j) Apart from the above other required checking as instructed by depot in charges should also be done.

Item No. 2: - Lopping, chopping and cutting of tree branches above 0.5 mtr birth in 50mtr corridor line and stacking of above cuttings at proper place far from the site :-

The price shall cover lopping, chopping and cutting of tree branches above 0.5 mtr birth in 50 mtr corridor line and stacking of above cuttings at proper place far from the site. All T&P and safety items will be arranged by the contractor.

Item No. 3: - Tree cutting in the 50 mtr corridor of above line up to diameter of 0.5 mtr girth :-

The price shall cover tree cutting in the 50 mtr corridor of above line up to diameter of 0.5 mtr girth and stacking of above cuttings at proper place far from the site. All T&P and safety items will be arranged by the contractor.

Item No. 4: - Emergency patrolling of 132 kV & 220 kV transmission line during tripping to detect the exact fault location & type of Fault or as per direction of Engineer in charge :-

The price shall cover emergency patrolling of 132 kV & 220 kV transmission line during Circuit breaker tripping to detect the exact fault location & type of Fault or as per direction of Engineer in charge. During emergency Patrolling following works are to be attend-

- a) Visual inspection of jumpers & insulators conductors, earth wires.
- b) Lopping and chopping and bush clearance, not involving tree cutting.
- c) Detection & recording of such faults.
- d) Tower top patrolling of faulty section to detect faults like polluted insulators, flashed insulator, defective insulator fitting etc.
- e) Apart from above other required checking to be also done.

Item No. 5: - Fabrication & fixing of tower members including cartage of steel angles from S/S store, punching holes for proper placement tighten of nuts & bolts punching & chamfering at different tower location:-

The price shall cover fabrication & fixing of tower members including cartage of steel angles from S/S store, punching holes for proper placement tighten of nuts & bolts punching & chamfering at different tower location of 132 and 220kV Transmission line. DFCCIL shall supply members for missing/damaged members.

Item No. 6 :- Tack welding of new nut & bolts :-

The price shall cover Tack welding of new nut & bolts with angle of tower up to the height of first cross arm or as per direction of Engineer in charge.

Item No. 7 :- Back filling of earth across the tower foundation wherever required including cost of material, labour, T & P etc and its transportation up to the site :-

The price shall cover back filling of earth across the tower foundation wherever required including cost of material, labour, T & P etc and its transportation up to the site.

Item No. 8:- Repairing of foundation, coping, wherever required including cost of material, labour, T & P etc and its transportation up to the site :-

The price shall cover repairing of foundation, coping, wherever required including cost of material, labour, T & P etc and its transportation up to the site.

Item No. 9: - Replacement of damaged insulator/punctured insulator strings of 132KV Suspension insulators at different towers where required at different tower location including cartage of material from store to work site of the above line. All the manpower and T & P shall be arranged by the contractor: -

Item No. 10: - Replacement of damaged insulator/punctured insulator strings of 132KV Tension insulators at different towers where required at different tower location including cartage of material from store to work site of the above line. All the manpower and T & P shall be arranged by the contractor: -

Item No. 11: - Replacement of damaged insulator/punctured insulator strings of 220KV Suspension insulators at different towers where required at different tower location including cartage of material from store to work site of the above line. All the manpower and T & P shall be arranged by the contractor: -

Item No. 12: - Replacement of damaged insulator/punctured insulator strings of 220KV Tension insulators at different towers where required at different tower location including cartage of material from store to work site of the above line. All the manpower and T & P shall be arranged by the contractor: -

Item 9 & 11: The price shall cover replacement of damaged insulator/punctured insulator strings (suspension string) at different towers where required at different tower location including cartage of material from store to work site of the above line. All the manpower and T & P shall be arranged by the contractor.

Item 10 & 12: The price shall cover replacement of damaged insulator/punctured insulator strings (Tension string) at different towers where required at different tower location including cartage of material from store to work site of the above line. All the manpower and T & P shall be arranged by the contractor.

Item No. 13: - Tightening/ Fixing of missing /displaced damper/arcng horn etc. on 132 Transmission line: -

The price shall cover tightening/ Fixing of missing /displaced damper/arcng horn etc. on 132kV Transmission line.

Item No. 14: - Tightening/ Fixing of missing /displaced damper/arcng horn etc. on 220 kV Transmission line: -

The price shall cover tightening/ Fixing of missing /displaced damper/arcng horn etc. on 220kV Transmission line.

Item No. 15: - Strengthening of earth wire including replacement/tightening of suspension clamp/ copper bond as per site requirement: -

The price shall cover strengthening of earth wire including replacement/tightening of suspension clamp/copper bond as per site requirement.

Part-C

Schedule - 3: Miscellaneous maintenance activities of 132 kV & 220 kV Transmission line.

Item No. 1 & 2: Supply and erection of single earth electrode: -

The price shall cover on a flat rate basis supply and erection of one earth electrode and code of practice for earthing as IS: 3043-1987 or latest and also as shown in typical RDSO Drg. No. ETI/OHE/SK/107. The price shall also cover supply and erection of 50 mm x 6 mm steel flat painted with two coats of red oxide zinc chromate primer to IS:2074 or latest, CNSL based and furnish with two coat of bitumen 82/25 blows grade buried 600 mm below in ground level & its connection to the structure and to the earth electrode.

While earthing it should be noticed that the tower shall be earthed by connecting one of its legs to an earth electrode, consisting of a galvanized iron pipe 40 mm nominal bore about 3 m long driven into the ground not less than 4.00 m away from the nearest leg of the tower so that it is outside the resistance area of the tower itself.

The maximum tower footing resistance under the worst conditions in dry weather shall be 10 ohms. Where necessary, multiple electrodes shall be used to lower the tower footing resistance.

In hard or rocky soil, where it is not possible to get the requisite minimum tower footing resistance with galvanized iron pipe earth electrode, crow foot counter poise earthing consisting of 7/3.15mm galvanized stranded steel wires with suitable lugs radiating away from the 4 tower legs and buried 600 mm, below ground level, shall be used. A typical earthing station is shown in drawing No. ETI/OHE/SK/107.

Item No. 3 & 4: Supply and erection of a phase plate: -

The price shall cover supply and erection of phase plate according to the typical RDSO Drg.No. ETI/OHE/SK/103. The price shall include the galvanized small parts steel work, if any, for fixing the phase plate to the structure. The material shall be purchased from RDSO/CORE approved firm.

Item No. 5 & 6: Supply & erection of a Danger Plate: -

The price shall cover supply and erection of danger plate according to the typical RDSO Drg.No. ETI/OHE/SK/104. The price shall include the galvanized small parts steel work, if any, for fixing the danger plate to the structure. The material shall be purchased from RDSO/CORE approved firms.

Item No. 7 & 8: Supply and erection of circuit plate: -

The price shall cover supply and erection of circuit plate according to the typical RDSO Drg.No. ETI/OHE/SK/105. The price shall include the cost of galvanized small parts steel work, if any, for fixing the plate to the structure. The material shall be purchased from RDSO/CORE approved firms.

Item No. 9 & 10: Supply & erection of a Number Plate: -

The price shall cover supply and erection of a number plate according to the typical RDSO Drg. No. ETI/OHE/SK/102. The price shall include galvanized small parts steel work if any, for fixing the number plate to the structure. The material shall be purchased from RDSO/CORE approved firms.

Item No. 11 & 12: Supply and erection of anti-climbing device for towers: -

The price shall cover on a flat rate basis the supply and erection of an anti-climbing device to be provided on A to D type towers as the case may be according to the typical RDSO Drg. No. /ETIOHE/SK/106. Anti climbing should be provided at a height of 3.60 Mtrs. from ground level.

Item No. 13 & 14: Supply and erection of bird guard: -

The price shall cover supply and erection of bird guard for suspension point on the structure, according to the typical RDSO Drg. No. ETI/OHE/SK/101.

Item No. 15: Dismantling of old 132 kV TR Line 3 Phase double circuit: -

The price shall cover dismantling of old 132 KV TR line three phase double circuit TR line.

Item No. 16: Dismantling of old 132 KV & 220 KV TR Line Towers :-The price shall cover dismantling of old 132 KV & 220 KV TR line towers.

Item No. 17: Transportation of released material to IMD (Store) :-

The price shall cover loading, transportation, unloading & stacking of released materials from site to stores of any nearby IMD lying in GGM Ambala/Meerut/DDU jurisdiction.

Item No. 18: Extra on erection of work under shut down for erection of panther/Wolf conductor: -

Extra on erection of work under shut down for erection of panther/Wolf conductor.

Item No. 19: Supply of Hardware (without Insulator) 9 unit suspension string: -

The price shall cover supply of Hardware (without Insulator) 9 unit suspension string.

Item No. 20: Supply of Hardware (without Insulator) 9 unit duplicate suspension string: -

The price shall cover supply of Hardware (without Insulator) 9 unit duplicate suspension string.

Item No. 21: Supply of Hardware (without Insulator) 10 unit duplicate tension string:- The price shall cover supply of Hardware (without Insulator) 10 unit duplicate tension string.

Item No. 22: Supply of Hardware (without Insulator) 10 unit single tension string:-

The price shall cover supply of Hardware (without Insulator) 10 unit single tension string.

Item No. 23: Accessories for Panther/Wolf conductor - Mid span joint:-

The price shall cover supply of Accessories for Panther/Wolf conductor – Mid span joint.

Item No. 24: Accessories for Panther/Wolf conductor - Repair sleeve:-

The price shall cover supply of Accessories for Panther/Wolf conductor – Repair sleeve.

Item No. 25: Accessories for Panther/Wolf conductor – PG Clamps:-

The price shall cover supply of Accessories for Panther/Wolf conductor – PG Clamps.

Item No. 26: Accessories for Panther/Wolf conductor – Vibration Damper:-

The price shall cover supply of Accessories for Panther/Wolf conductor – Vibration Damper.

Item No. 27: Accessories for Panther/Wolf conductor – Suspension assembly:-

The price shall cover supply of Accessories for Panther/Wolf conductor – Suspension assembly.

Item No. 28: Accessories for earth wire - Tension assembly:-

The price shall cover supply of Accessories for earth wire - Tension assembly.

Item No. 29: Accessories for earth wire - Mid span joint:-

The price shall cover supply of Accessories for earth wire - Mid span joint.

Item No. 30: Accessories for earth wire - Flexible earth bond:-

The price shall cover supply of Accessories for earth wire - Flexible earth bond.

Item No. 31: Supply of Safety Belt for TR Line:-

The price shall cover supply of safety belt for Transmission line maintenance work.

Item No. 32: Ending cone/jumper for Panther/Wolf conductor :-

The price shall cover supply of ending cone/jumper cone for Panther/Wolf conductor.

Item No. 33: Supply of P. A. Armour rod for Panther/Wolf conductor:-

The price shall cover supply of P.A. Armour Rod for Panther/Wolf conductor.

Item No. 34: Supply of Vibration Damper for earth wire:-

The price shall cover supply of Vibration damper for earth wire.

Item No. 35: Supply of transmission line discharge rod:-

The price shall cover supply of discharge rod for transmission line.

Item No. 36: Supply of Panther/Wolf conductor for 3 phase double circuit transmission line:-

The price shall cover on a flat rate basis supply of 30/7/3.0 mm (130 Sq.mm) ACSR conductor “PANTHER” or wolf conductor per Km. of 3 phase double circuit transmission line for single conductor (per Km) only.

Item No. 37: Erection/Replacement of damaged Panther/wolf conductor for 3 phase double circuit transmission line :-

The price shall cover on a flat rate basis erection/replacement of 30/7/3.0 mm (130 Sq.mm)ACSR conductor “PANTHER” or wolf conductor per Km. of 3 phase double circuit transmission line for single conductor (per Km) only. The price shall include stringing, tensioning, jointing clamping etc. of the conductor. The price shall also include dismantling of old damaged/Brocken conductor. The price shall also cover the cost of connecting with existing 132 KV TR line.

Item No. 38 & 39 : Supply & Erection of accessories for Panther/Wolf Conductor 132 KV TR Line:-

The price shall cover on a flat rate basis Supply & erection of all accessories such as vibration dampers, mid span compression joints, repair sleeves, PG clamps, preformed armoured rods and any other fittings required for one Km of 3 phase double circuit transmission line for single conductor (per Km) only. All conductor accessories shall conform to IS-2121 (1981) or latest. The price shall also include dismantling of old damaged/Brocken conductor.

NOTE: for item no. 38-39

1. The length of the line for purpose of payment shall be the sum of all span lengths as appearing in the profile drawing measured between center line of the of substation terminal gantries. No Deduction shall be made for strain assemblies, nor shall any extra payment be made for jumper or extra conductors used on account of sag.
2. The payment for accessories shall be made per Km of TR line and no extra payment be made for any accessories lost/damaged during supply/erection.

Item No. 40-41: Supply & erection of ground wire:-

The price shall cover on a flat rate basis supply and erection per Km of transmission line of single ground wire consisting of stranded galvanized steel wire of size 7/3.15 mm conform to grade 3 of IS 2141 or latest. The price shall include stringing, tensioning, jointing and clamping of the ground wire. The price shall also include dismantling of old damaged/Broken earth wire/ground wire.

Item No. 42-43: Supply & Erection of ground wire accessories:

The price shall cover on a flat rate basis for erection per Km of transmission line of all ground wire accessories such as suspension clamps shall conform to IS 2486 or latest, tension clamps mid span compression joints etc. the price shall also cover supply and erection of flexible copper bonds of not less than 30 Sq.mm in area for connecting the ground wire to the tower as suspension points and suitable galvanized steel legs for connecting the ground wire to the tower at tension points. The price shall also include dismantling of old damaged/Brocken earth wire/ground wireaccessories.

NOTE for item no. 42-43:

In areas where two grounds wires have been provided, the length to be considered for payments shall be twice of the length measured as per note of item No. 11 for concerned span.

Item No. 44: Testing of earth electrode:-

The price shall cover testing of earth electrode of Tr line towers and to be measured the value of individual resistance, over all resistance and as required by DFCCIL representative. The testing should be preferably carried out prior to monsoon i.e. in the month of April & May or as per specified dates given by concerned controlling officers. The condition of bond/GI flat must be checked and continuity of bond/flat should also be checked. The price shall also include cleaning of

earth pit/nut bolt, replacement of rusty/damaged nut bolt, replacement of rusty/damaged bond/flat, oiling and lubricating etc.. Cost of nut bolt, Bond/flat to be paid in SPS. During testing of earth resistance of earth electrode, if any value found beyond the standard value, to be treated by mixing chemical compound and improve the value of earth resistance of earth electrode. Defective/damaged earth electrodes to be replaced under item no. 1 & 2.

Item No. 45: Construction of foundation and muff on tower leg:-

The price shall cover on a per cum of concrete rate basis for each location for dry type foundation, supply and handling of all materials, excavation including shoring, shuttering and dewatering wherever required, grouting of stubs casting and curing of concrete including form work and back filling of the pits with excavated earth, benching and leveling of the site. The price shall not include the cost of reinforcement and brick masonry revetment wherever required, which will be paid for separately under relevant items. Concrete to be used M-20 grade.

The price shall also cover a per cum of concrete rate basis for each location for Construction of muff on tower leg of transmission line tower, supply and handling of all materials, excavation including shoring, shuttering and dewatering wherever required.

Item No. 46: Supply & erection/replacement of barbed wire:-

The price shall cover supply and erection/replacement of barbed wire per meter of barbed wire basis. The cost of nut/bolts has been paid in other SPS item.

Item No. 47 & 48: Design, fabrication, Supply & erection of Structure, Angle, SPS, Nutbolt and bond flat etc.: -

The price shall cover on a per tonne basis the cost of black steel, fabrication, galvanization and erection of steel work for bond flat, Angle (required size), Nut bolts, washers etc. The price shall also include the cost of clearing, handling and transporting as required.

Super structure: The price shall cover on per tonne basis the cost of black steel, fabrication, galvanization and erection (including punching and tack welding etc.) of steel work for the superstructure of the tower complete in all respects. The price shall include the cost of supply of bolts, U bolts and hangers. The price shall also include the cost of clearing, handling and transporting as required.

Stubs: The price shall cover on per tonne basis the cost of black steel, fabrication, galvanization and erection of stubs for the towers. The price shall include the cost of supply of bolts, nuts and washers. The price shall also include the cost of clearing, handling and transporting as required. The price shall also include the cost of all temporary arrangements for stub setting including stub setting templates.

Item No. 49: Supply and erection of brick masonry revetment: -

The price shall cover per cubic meter basis the construction first class brick work in cement and sand in proportion 1:4 including all supplies with proper weep holes, ruled pointing on outer faces of wall and filling of earth up to the brick work level on the tower side.

Note for Item 45 & 49 –

1. Payment for foundation against item no. 45 & 49 shall be on as per cubic meter basis of concrete supply, handling of all materials etc.
2. The muff will be included as part of respective foundation.
3. For purpose of computation of volume of concrete for item 45 & 49 the volume of steelwork, if any, embedded in foundation and muff shall be ignored.
4. Payment against item 45 & 49 shall be on the basis of design volume and that against item 49 shall be on the basis of design weight.

Item No. 50: Supply of a 9 unit single suspension string for 132 kV Tr. Line including hardware:-

The price shall cover supply of a 9 unit single suspension string for 132 kV Tr. Line including hardware.

Item No. 51: Supply of a 10 unit single tension string for 132kV Tr. Line including hardware:-

The price shall cover supply of a 10 unit single tension string for 132kV Tr. Line including hardware.

Item No. 52: Supply of a 10 unit double tension string for 132kV Tr Line including hardware:-

The price shall cover Supply of a 10 unit double tension string for 132kV Tr Line including hardware.

Item No. 53: Supply of Accessories for zebra conductor for 220 kV - Mid span joint:-

The price shall cover Supply of Accessories for zebra conductor for 220kV - Mid span joint.

Item No. 54: Supply of Accessories for zebra conductor for 220kV -Repair sleeve:- The price shall cover Supply of Accessories for zebra conductor for 220kV -Repair sleeve.

Item No. 55: Supply of Accessories for zebra conductor for 220kV - PG Clamps:-

The price shall cover Supply of Accessories for zebra conductor for 220kV - PG Clamps.

Item No. 56: Supply of Accessories for zebra conductor for 220kV -Vibration Damper:-

The price shall cover Supply of Accessories for zebra conductor for 220kV -Vibration Damper.

Item No. 57: Dismantling of old 220 kV TR Line circuit:-

The price shall cover Dismantling of old 220 kV TR Line circuit.

Item No. 58: Supply of ending cone jumper for Zebra conductor for 220 kV Tr Line:- The price shall cover Supply of ending cone jumper for Zebra conductor for 220 kV Tr Line.

Item No. 59: Supply of Zebra ACSR conductor for 220 kV TR line:-

The price shall cover Supply of Zebra ACSR conductor for single conductor (per Km) only for 220 kV TR line.

Item No. 60: Erection/Replacement of damaged Zebra conductor for 220 kV TR line:-

The price shall cover Erection/Replacement of damaged Zebra conductor for single conductor (per Km) only for 220 kV TR line.

Item No. 61: Supply of Zebra ACSR conductor accessories for 220kV TR line:-

The price shall cover Supply of Zebra ACSR conductor accessories for single conductor (per Km) only for 220kV TR line.

Item No. 62: Erection of Zebra ACSR conductor accessories for 220kV Tr Line:-

The price shall cover Erection of Zebra ACSR conductor accessories for single conductor(per Km) only for 220kV Tr Line.

Item No. 63: Supply of a 14 unit single suspension string for 220 kV Tr Line including hardware:-

The price shall cover Supply of a 14 unit single suspension string for 220 kV Tr Line including hardware.

Item No. 64: Supply of a 14 unit duplicate suspension string for 220 kV Tr Line including hardware:-

The price shall cover Supply of a 14 unit duplicate suspension string for 220 kV Tr Line including hardware.

Item No. 65: Supply of a 15 unit single tension string for 220 kV Tr Line including hardware:-

The price shall cover Supply of a 15 unit single tension string for 220 kV Tr Line including hardware.

Item No. 66: Supply of a 14 unit duplicate tension string for 220 kV Tr. Line including hardware:-

The price shall cover Supply of a 14 unit duplicate tension string for 220 kV Tr. Line including hardware.

Item No. 67: Supply and erection of reinforcement for foundation:

The price shall cover Supply and erection of reinforcement for foundation.

Item No. 68: Breakdown Charges:-

The price shall cover Breakdown attending charges and charges towards repairing, rehabilitation of damaged conductor/earth wire/hot spot etc.

OFFER LETTER/ TENDER FORM

Tender No: HQ/EL/TS/AMC/T/TR-LINE/2024

Name of work: - Comprehensive and preventive maintenance work of 132 KV and 220 KV transmission lines between Abdullapur (Jagadhari, Haryana) GSS of PGIL to Wair (Uttar Pradesh) TSS/DFCCIL via Jagadhari TSS/DFCCIL and Pasauli (Sasaram, Bihar) to Durgawati(Bihar) sections of Eastern Dedicated Freight Corridor.

The GGM/EL/TS & EIG,
DFCCIL Corporate Office,
5th Floor, Supreme Court Metro Station
Building, New Delhi – 110001

We, the undersigned, declare that:

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

Signature of Witnesses:

- (1)
- (2)

.....
 Signature of Tenderer(s)
 Date.....
 Address of the Tenderer(s)

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

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

Tender No: HQ/EL/TS/AMC/T/TR-LINE/2024

Name of Work: Comprehensive and preventive maintenance work of 132 KV and 220 KV transmission lines between Abdullapur (Jagadhari, Haryana) GSS of PGIL to Wair (Uttar Pradesh) TSS/DFCCIL via Jagadhari TSS/DFCCIL and Pasauli (Sasaram, Bihar) to Durgawati (Bihar) sections of Eastern Dedicated Freight Corridor.

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

1. I/We the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender documents from Indian Railway website www.ireps.gov.in. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e., evaluation of tenders, execution of work or final payment of the contract, the master copy available with the DFCCIL shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements, and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be 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 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 tenderer) ** a period of up to five year. Further, I/we (Insert name of the 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/forgedor 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 otheraction provided in the contract including banning of business for a period of up to five year.

10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/we are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

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

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

TENDERER'S CREDENTIALS

Please fill in the questioner below:

1	Give details of your previous experience on installation of similar equipment and the details of present workload in the proforma given below.	
a.	Type of work	
b.	Purchaser	
c.	Section/Group	
d.	TKM/No.of TSS	
e.	Cost of work	
f.	Date of award of contract	
g.	Stipulated date of completion of contract	
h.	Actual date of completion of contract for works already executed.	
i.	Present status of work under execution and performance reports if any.	
2	Have you entered technical collaboration with any consultants to assist you in this work If so, give full particulars.	
3.	Engineering Organization, Technical capabilities,	
a	Design & Drawing capabilities.	
b.	In past, how many contracts the tenderer has handled simultaneously and details of the same.	
4	Give the names of principal manufacturers from whom supply is assured.	
5	Give the names of your Bankers and their reference.	
6	Give the constitution of your firm. Attach certifiedcopies of legal documents in support thereof.	
7.	Give the financial turnover for the preceding three years.	

NOTE: This form shall be filled in precisely and with full details.

TECHNICAL ELIGIBILITY CRITERIA DETAILS

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

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

Note:

1. If the tenderer has completed more than one work, the form shall be numbered as Form No. 2A (i), Form2A (ii) and Form 2A (iii) and so on.
2. The bidder shall attach a Certified Completion Certificate for the works issued by the client with Form2A above.
3. Copy of Work Experience/Completion Certificate, LOA, work order, bill of quantities etc., and copy of final/last bill paid by client shall be enclosed to verify the information given in above Form.
4. In the case of JV, the bidder shall attach Certified completion certificates for each member of JV issued by the client as per Para 1.3.17.15.1 of Part-I Chapter-III of the Tender Document.

Signature of the Tenderer with Seal

TECHNICAL ELIGIBILITY CRITERIA DETAILS

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

LOA/Contract Agreement No. and Date	
Description of Work	
Contract Amount as per LOA	
Final Executed Amount as per Completion Certificate.	
Date of Completion as per LOA	
Actual Date of Completion	
Is the Average Annual Turnover of the Client Firm being Rs. 500 Crore and above in last 3 Financial Years excluding the Current Financial Year? (Enclose supporting documents)	
Is the Client Firm listed on BSE/NSE or any other Stock Exchange in India or abroad or is the client Subsidiary of such Company? (Enclose supporting documents)	
Is the Client Firm incorporated/registered at least 5 Years prior to the date of Opening of Tender? (Enclose supporting documents)	
Client Details: Name of Firm and Contact Person: Address: Mobile, Telephone, FAX Number: E-Mail:	

Note:

1. If the tenderer has completed more than one work, the form shall be numbered as Form-2AA (i), Form 2AA (ii) and Form 2AA (iii) and so on.
2. The bidder shall attach a Certified Completion Certificate for the works issued by the client with Form 2AA above.
3. Copy of Work Experience/Completion Certificate, LOA, work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company to be enclosed to verify the information given in above Form.
4. In case of JV, the bidder shall attach Certified completion certificates for each member of JV issued by the client.

Signature of the Tenderer with Seal

FINANCIAL ELIGIBILITY CRITERIA DETAILS

Each Bidder or each member of a JV must fill in this form separately NAME OF BIDDER/JV PARTNER:

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 the 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.

Signature of the Bidder with Seal

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

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

BID CAPACITY	
Tender No:	HQ/EL/TS/AMC/T/TR-LINE/2024
Name of Work:	Comprehensive and preventive maintenance work of 132 KV and 220 KV transmission lines between Abdullapur (Jagadhari, Haryana) GSS of PGIL to Wair (Uttar Pradesh) TSS/DFCCIL via Jagadhari TSS/DFCCIL and Pasauli (Sasaram, Bihar) to Durgawati (Bihar) sections of Eastern Dedicated Freight Corridor.
Bid Capacity:	The bidding capacity of the contractor should be equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated by the following formula:
$\text{Available Bid Capacity} = [A \times N \times 2] - 0.33 \times N \times B$	
<p>Where,</p> <p>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.</p> <p>N= Number of years prescribed for completion of work for which bids has been invited.</p> <p>B = 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 (Format enclosed as Annexure-A)</p>	

Note:

1. In case of JV, the above statement should be submitted for each member of JV.
2. In the case of JV, the arithmetic sum of individual "Bid Capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement

BID CAPACITY CALCULATION BY BIDDER

SIGN & STAMP OF BIDDER

ANNEXURE-A									
LIST OF EXISTING COMMITMENT AND ONGOING WORKS AND THE WORKS WHICH ARE AWARDED TOTENDERER BUT NOT YET STARTED UPTO THE DATE OF INVITING THETENDER.									
S . N o .	N a m e o f W o r k	Client Name & Address	Awarded Value/Latest Assessment Value of Work dependingup onapproved Variation (Rs.)	Work Execut ed till Tende r Submi ssi onDat e (Rs)	Balan ce Amou nt ofwor k to be compl et ed(Rs)	D at e of A wa rd of W o r k	Compl eti onDate (as approv ed latest as perEO T)	Balanc e period to compl ete the Works (Total Month s)	Work to be compl etedin 12 Month s (Rs)
1	2	3	4	5	6 (4- 5)	7	8	9 (8- 7)	10
Balance Commitments during next 12 Months								Rs.	

It is certified that the above particulars furnished are true and correct.

Note:

The above statement should be submitted duly verified by a Chartered Accountant. In case of no work in hand, a“NIL” statement should be furnished.

In case the tenderer failed to submit the bid capacity statement along with the offer, their/his offer shall be considered as incomplete and will be summarily rejected.

Please note that all the columns in above table are to be essentially filled up by the tenderer.

The value in Column-10 will be taken same as Column-6 if the existing DOC is within the completion period of this tender i.e., 12 months.

If the existing DOC of tabulated works is beyond the DOC of tender under consideration, then Pro-rata amount of total balance amount as shown in column no. 6 will be taken.

All period of time for calculation purpose be round up to number of months to nearest interior.

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

Signature of the Tenderer with Seal

APPLICANT'S PARTY INFORMATION FORM

S. No.	Item	Detail
1	Name of the Firm.	
2	Constitution of Firm (Company/Partnership Firm /Proprietorship Firm/LLP/HUF/JV, etc.	
3	Name of Authorized Representative of the Firm Submitting the Tender:	
4	Year of Establishment of the Firm.	
5	Registered Address:	
6	Telephone Number & Mobile Number of the Authorized Representative of the Firm	
7	E-Mail Address of the Authorized Representative	
8	Tele-FAX Number	
9	PAN No.	
10	Goods & Service Tax Registration No.	
11	PF/EPF Registration No.	
12	ESI Registration No.	

Note:

1. Attach supporting documents as mentioned in Para 1.3.14 of Part-I, Chapter-III of Tender Document for Item No. 2.
2. Attach latest valid documentary evidence for Item No. 9 to 12.

Signature of the Tenderer with Seal

SUMMARY OF PRICES			
Name of Work: Comprehensive and preventive maintenance work of 132 KV and 220 KV transmission lines between Abdullapur (Jagadhari, Haryana) GSS of PGIL to Wair (UttarPradesh) TSS/DFCCIL via Jagadhari TSS/DFCCIL and Pasauli (Sasaram, Bihar) to Durgawati (Bihar) sections of Eastern Dedicated Freight Corridor.			
S. No.	Description of Schedules		Cost (Rs.)
	Details of Schedules	Nomenclature	Total Cost (Excluding GST)
1	SCHEDULE-1:		
2	SCHEDULE-2:		
3	SCHEDULE-3:		
Total			
Grand Total incl GST @ 18%			

Note:

1. This proforma is just for information and perusal. However, the rates are to be filled in Online mode inBid at IREPS Portal.
2. All efforts have been made to make the document/BOQ complete in all respect for successful commissioning of the works, however, if any minor item has not been specifically mentioned or being omitted, the same shall be executed without any extra cost by the agency, so as to ensure successful and satisfactory commissioning of the item/work. In this regard, the decision of DFCCIL shall be final & binding.

(Schedule of Prices and Total Prices)

Name of Work: Comprehensive and preventive maintenance work of 132 KV and 220 KV transmissionlines between Abdullapur (Jagadhari, Haryana) GSS of PGIL to Wair (Uttar Pradesh) TSS/DFCCIL via Jagadhari TSS/DFCCIL and Pasauli (Sasaram, Bihar) to Durgawati (Bihar) sections of Eastern Dedicated Freight Corridor.

Schedule of Rates and Quantities

Schedule Description	Excl. (%)	Bid Amount (Rs)
Schedule 1-Cleaning of Suspension & Tension string Insulator of 132 & 220 kV Tr Line (Item Directory - Not Applicable)		
Schedule 2-Regular Tower to Tower ground/top monthly foot patrolling of transmission lines and preventive maintenance works (Item Directory -Not Applicable)		
Schedule 3-Comprehensive & preventive maintenance of 132 KV & 220 KV transmission lines (Item Directory - Not Applicable)		
Total Value		
Rebate		
Net Bid Value		

Item Breakup

Schedule 1		Cleaning of Suspension & Tension string Insulator of 132 & 220 kV Tr Line				
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Cleaning of suspension tower insulators of 132 KV Transmission line by bringing on ground (per unit=01 string)	Per Unit	9951		
2	2	Cleaning of Suspension tower Insulators of 220 KV Transmission line by bringing on ground (per unit=01 string)	Per Unit	1212		
3	3	Cleaning of Tension tower Insulators of 132 KV Transmission line on Towers (per unit=01 string)	Per Unit	13291		
4	4	Cleaning of Tension tower Insulators of 220KV Transmission line on Towers (per unit=01 string)	Per Unit	4234		
					Total	
Schedule 2		Regular Tower to Tower ground/top monthly foot patrolling of transmission lines and preventive maintenance works				
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Regular Tower to Tower ground/top monthly patrolling, detection of defects, like missing/theft tower members, removal of bird nest from the tower insulator, checking of hot point by thermos vision Camera, puncture insulator disc, dislocation of vibration dampers/damaged conductor/earth wire, checking of foundation & position of trees in the corridor of 50 mtr, patrolling shall be done on monthly basis	Kilometre	10563		
2	2	Lopping, chopping and cutting of tree branches above 0.5 mtr birth in 50 mtr corridor line and stacking of above cuttings at proper place for from the site	Numbers	540		
3	3	Tree cutting in the 50 mtr corridor of above line up to diameter of 0.5 mtr birth	Numbers	540		
4	4	Emergency patrolling of above during tripping to defect the exact fault location & type of Fault or as per direction of Engineer in charge	Kilometre	108		
5	5	Fabrication & fixing of missing/damaged tower members including cartage of steel angles from S/S store, punching holes for proper placement tightening of nuts & bolts punching & chamfering at different tower location	Numbers	540		
6	6	Tack welding of new nut & bolts	Numbers	5400		
7	7	Back filling of earth across the tower foundation wherever required including cost of material, labour T & P etc and its transportation up to the site	Numbers	1080		
8	8	Repairing of foundation, coping, wherever required including cost of material, labour T & P etc and its transportation up to the site	Numbers	216		

9	9	Replacement of damaged insulator/punctured insulator strings (Suspension string for 132 kV) at different towers where required at different tower location including cartage of material from store to work site of the above line. All the manpower and T & P shall be arranged by the contractor	Numbers	14		
10	10	Replacement of damaged insulator/punctured insulator strings (Tension string for 132 KV) at different towers where required at different tower location including cartage of material from store to work site of the above line. All the manpower and T & P shall be arranged by the contractor	Numbers	8		
11	11	Replacement of damaged insulator/punctured insulator strings (Suspension string for 220 kV) at different towers where required at different tower location including cartage of material from store to work site of the above line. All the manpower and T & P shall be arranged by the contractor	Numbers	10		
12	12	Replacement of damaged insulator/punctured insulator strings (Tension string for 220 kV) at different towers where required at different tower location including cartage of material from store to work site of the above line. All the manpower and T & P shall be arranged by the contractor	Numbers	10		
13	13	Tightening/ Fixing of missing /displaced damper /arcing horn etc on 132 KV TR Line	Numbers	51		
14	14	Tightening/ Fixing of missing /displaced damper /arcing horn etc on 132 KV TR Line	Numbers	133		
15	15	Strengthening of earth wire including replacement/tightening of suspension clamp/copper bond as per site requirement	Numbers	108		
					Total	
Schedule 3	Comprehensive & preventive maintenance of 132 KV & 220 KV transmission lines					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Supply of single Earth Electrode	Numbers	29		
2	2	Erection of single earth electrode	Numbers	29		
3	3	Supply of Phase plate	Numbers	19		
4	4	Erection of Phase plate	Numbers	19		
5	5	Supply of Danger plate	Numbers	15		
6	6	Erection of Danger plate	Numbers	15		
7	7	Supply of Circuit plate	Numbers	29		
8	8	Erection of Circuit plate	Numbers	29		
9	9	Supply of number plate	Numbers	29		
10	10	Erection of number plate	Numbers	29		
11	11	Supply of anti-climbing device for Tower	Numbers	12		
12	12	Erection of anti-climbing device for Tower	Numbers	12		
13	13	Supply of Bird Guard	Numbers	12		
14	14	Erection of Bird Guard	Numbers	12		
15	15	Dismantling of old 132 kV TR Line circuit	Kilometer	1		

16	16	Dismantling of old 132kV & 220kV TR Line Towers	MT	2.16		
17	17	Transportation of released material	MT-Km	1800		
18	18	Extra on erection of work under shut down for erection of panther/Zebra/wolf conductor	Kilometer	1		
19	19	Hardware (without Insulator) 9-unit suspension string	Numbers	7		
20	20	Hardware (without Insulator) 9-unit duplicate suspension string	Numbers	3		
21	21	Hardware (without Insulator) 10-unit duplicate tension string	Numbers	3		
22	22	Hardware (without Insulator) 10-unit single tension string	Numbers	5		
23	23	Accessories for Panther/Wolf Conductor-Mid span joint	Numbers	12		
24	24	Accessories for Panther/Wolf conductor- Repair sleeve	Numbers	12		
25	25	Accessories for Panther/Wolf conductor-PG Clamps	Numbers	24		
26	26	Accessories for Panther/Wolf conductor- Vibration Damper	Numbers	12		
27	27	Accessories for earth wire- Suspension assembly	Numbers	12		
28	28	Accessories for earth wire- Tension assembly	Numbers	12		
29	29	Accessories for earth wire- Mid span joint	Numbers	12		
30	30	Accessories for earth wire- Flexible earth bond	Numbers	12		
31	31	Safety Belt for TR Line	Numbers	12		
32	32	Ending cone jumper for Panther/wolf conductor	Numbers	12		
33	33	PA Armour rod for panther/Wolf/Zebra Conductor	Numbers	12		
34	34	Vibration Damper for earth wire	Numbers	12		
35	35	Supply of TR line Discharge Rod	Numbers	7		
36	36	Supply of Panther/Wolf conductor for 132 kV TR Line	Kilometer	1		
37	37	Erection/Replacement of damaged Panther/wolf conductor 132kV TR line	Each Span	5		
38	38	Supply of accessories for Panther/wolf Conductor	Kilometer	1		
39	39	Erection of accessories for Panther/wolf Conductor	Kilometer	1		
40	40	Supply of Ground wire	Kilometer	1		
41	41	Erection/stringing of broken Ground/earth wire	Kilometer	1		
42	42	Supply of accessories for earth wire	Kilometer	1		
43	43	Erection of accessories for earth wire	Kilometer	1		
44	44	Testing of Earth Electrode	Numbers	720		
45	45	Construction of Foundation/muff of TR Line Tower	cum	24		
46	46	Supply & erection/replacement of barbed wire. The cost of nut/bolts has been paid in other SPS item	Meter	1200		
47	47	Supply of structure/Angle/SPS/Nut Bolts etc for repairing/missing structure/Anti climbing etc	MT	1.2		
48	48	Erection of structure/Angle/SPS/Nut Bolts etc for repairing/missing structure/Anti climbing etc	MT	1.2		
49	49	Supply & erection of brick masonry & revetment	cum	120		
50	50	Supply of a 9-unit single suspension string for 132kV Tr.Line including hardware	Each	14		
51	51	Supply of a 10-unit single tension string for 132kV Tr.Line including hardware	Each	6		

52	52	Supply of a 10 unit double tension string for 132kV Tr Line including hardware	Each	1		
53	53	Accessories for zebra conductor for 220kV - Mid span joint	Numbers	12		
54	54	Accessories for zebra conductor for 220kV -Repair sleeve	Numbers	12		
55	55	Accessories for zebra conductor for 220kV - PG Clamps	Numbers	21		
56	56	Accessories for zebra conductor for 220kV -Vibration Damper	Numbers	12		
57	57	Dismantling of old 220 KV TR Line circuit	Kilometer	1		
58	58	Ending cone jumper for Zebra conductor for 220KV TR Line	Numbers	12		
59	59	Supply of Zebra ACSR conductor for 220 KV TR line	Kilometer	1		
60	60	Erection/Replacement of damaged Zebra conductor for 220 kV TR line	Each Span	9		
61	61	Supply of Zebra ACSR conductor accessories for 220kV TR line	Kilometer	1		
62	62	Erection of Zebra ACSR conductor accessories for 220kV Tr Line	Kilometer	1		
63	63	Supply of a 14-unit single suspension string for 220KV TR Line including hardware	Each	6		
64	64	Supply of a 14-unit duplicate suspension string for 220kV TR Line including hardware	Each	3		
65	65	Supply of a 15-unit single tension string for 220kV TR Line including hardware	Each	6		
66	66	Supply of a 14-unit duplicate tension string for 220kV TR Line including hardware	Each	3		
67	67	Supply and erection of reinforcement for foundation	MT	1		
68	68	Attending breakdown & damage to conductor/earth wire/hot spot etc.	Numbers	7		
					Total	

SAMPLE CONTRACT AGREEMENT

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

THIS AGREEMENT (“Agreement”) is made at Noida on the day of between Dedicated Freight Corridor Corporation of India Limited (a Govt. of India Enterprise under Ministry of Railways) and a company incorporated under the provisions of the Companies Act, 1956 having it’s registered office at 5th Floor, Supreme Court Metro Station Complex, New Delhi, India – 110 001, represented through its Group General Manager (hereinafter referred to as “DFCCIL” which expression shall, unless repugnant to the context, be deemed to include its successors and assigns and called ‘the Employer’) as one part and a Company/Corporation/JV incorporated under the laws of ----- having its principal place of business at (hereinafter called “the Contractor”) as other part.

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

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the DFCCIL, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the 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, fulfil and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this Contract, as if the same have been fully set forth herein), AND the DFCCIL, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said Terms and Conditions, the DFCCIL will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the Authorized Official

Signature of the Authorized Official

Name of the Official

Name of the Official

SIGNED, SEALED AND DELIVERED

By the said

By the said

.....Name

.....Name

.....

.....

on behalf of the Contractor in presence of:

on behalf of the Employer in presence of:

Witness.....

Witness.....

Name.....

Name.....

Address.....

Address.....

.....

.....

Enclosures:

1. Annexure 'A' - Tender Papers No.
2. Annexure 'B' - Letter of Acceptance of Tender No----- dated along with Summary of Prices
3. Other enclosures.

Format of Bank Guarantee for Performance Security

Bank Guarantee No. _____

Dated _____

To,
 Group General Manager/EL/TS
 Dedicated Freight Corridor Corporation of India Limited
 New Delhi - 110001

Reference: Contract No. _____, awarded on _____

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

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the Contract No. _____ for “Comprehensive and preventive maintenance work of 132 KV and 220 KV transmission lines between Abdullapur (Jagadhari, Haryana) GSS of PGIL to Wair (Uttar Pradesh) TSS/DFCCIL via Jagadhari TSS/DFCCIL and Pasauli (Sasaram, Bihar) to Durgawati (Bihar) sections of Eastern Dedicated Freight Corridor” under Group General Manager /EL/TS DFCCIL (hereinafter called “the Contract”) to M/s _____ its registered office at _____ (hereinafter called “the Contractor”).

Whereas the Contractor is bound by the said Contract to submit to the Employer an Irrevocable Performance Security Guarantee Bond for a total amount of Rs. _____ (Rs. _____ in words) only.

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

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

We (indicate the name of Bank), further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating to liability under this present being absolute and unequivocal. The payment so made by us (name of Bank) under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

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

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

Provided always that we (name of Bank) unconditionally undertake 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 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 bearing act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

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

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

We----- (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

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

FORM No. 6A

(Not Applicable)

(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:

..... DFCCIL,

Beneficiary:

DFCCIL

Date:

Bank Guarantee Bond No.:

Date:

In consideration of the DFCCIL acting through (Designation & address of Contract Signing Authority), (hereinafter called "The DFCCIL") having invited the bid for...through Notice Inviting Tender (NIT) No., we have been informed that [Insert name of the Bidder] (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid").

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

AND

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

- i) 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 stated above.
- ii) 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.
- iii) 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.
- iv) The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

- v) 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.
- vi) 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.
- vii) The Bank Guarantee is unconditional and irrevocable.
- viii) The expressions Bank and DFCCIL herein before used shall include their respective successors and assigns.
- ix) 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.
- x) The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall in variably send the advice of this Bank Guarantee to the following bank details.
- xi) The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the DFCCIL. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the DFCCIL.

Date

Place

Bank's Seal and Authorized Signature(s)

[Name in Block Letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

1. Signature, Name & Address & Seal

2. Signature, Name & Address & Seal

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

STANDING INDEMNITY BOND FOR “ON ACCOUNT” PAYMENTS

(To be executed on non-judicial Stamp Paper of appropriate 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 GGM/EL/TS-DFCCIL 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 Group General Manager/EL/TS 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 of and refund becomes due, the Employer shall be entitled to recover from us the 85% of supply portion (as applicable) and also compensation for such loss or damage if any 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 of

for and on behalf of M/s

Signature of Witness: (Contractor)

Name of Witness in Block Letter:

Address:

INDEMNITY BOND

(To be executed on non-judicial Stamp Paper of appropriate value)

This deed of Indemnity Bond is made at New Delhi, on this day of....., we, through its Authorized Signatory (hereinafter called "Contractor") AND M/s DFCCIL, Corporate Office, Supreme Court Metro Station Building, New Delhi - 110001, (Hereinafter called 'Client').

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

IN WITNESS WHEREOF the Contractor has executed this Bond of Indemnity at New Delhi, on this of

For and Behalf of Signature of Witness-1
Name of Witness-1 (in Block Letter) Address-1

Authorized Signatory

For and Behalf of Signature of Witness-2
Name of Witness-1 (in Block Letter) Address-2

Authorized Signatory

ECS/NEFT/RTGS
MANDATE FORM

Date:

To,
Group General Manager/EL/TS,
DFCCIL,
New Delhi.

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 us 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 No. 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. Enclosed is a copy of a crossed Cheque.

DRAFT MEMORANDUM of UNDERSTANDING(MOU) for JOINT VENTURE PARTICIPATION
BETWEEN

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

M/s.....having its registered office at____(hereinafter referred to as ‘ ’) acting as the Lead Partner of the first part,

AND

M/s.....having its registered office at____(hereinafter referred to as ‘ ’) in the capacity of a Joint Partner of the other part.

AND

M/s.....having 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 admit, 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/s shall be the lead member of the JV for all intents and purposes and shall represent the Joint Venture in its dealings 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 and 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.

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.

11. 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.

12. 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.

13. 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.

- (i) The bid submitted by the Joint Venture is declared unsuccessful, or
- (ii) Cancellation/ shelving of the Project by the client for any reasons prior to award of work

(iii) Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Client.

14. 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.

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

16. **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
(Seal)

M/s
(Seal)

Witness:

1. _____(Name & Address)
2. _____(Name & Address)

Note: 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,

The Group General Manager/EL/TS,
Dedicated Freight Corridor Corporation of India Limited,
Corporate Office, New Delhi

Sub: Comprehensive and preventive maintenance work of 132 KV and 220 KV transmission lines between Abdullapur (Jagadhari, Haryana) GSS of PGIL to Wair (Uttar Pradesh) TSS/DFCCIL via Jagadhari TSS/DFCCIL and Pasauli (Sasaram, Bihar) to Durgawati (Bihar) sections of Eastern Dedicated Freight Corridor under Group General Manager/EL/TS, DFCCIL.

Ref: Your Notice for Invitation for Tender No. HQ/EL/TS/AMC/T/TR-LINE/2023

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) *

- ii. 'The JV is led by ... whom we hereby authorize to act on our behalf for the purposes of submission of Bid for..... and authorize 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) *

- 1. 'In this group we act as leader and, for the purposes of applying for Bid, represent the Joint Venture
- 2. 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 the 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 authorize Mr./Mswho is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for 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

(Signature of Authorized Signatory)

Signature of Lead Partner

Signature of JV Partner(s)

.....

.....

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

Witness:

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Note: 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)
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)

Whereas Dedicated Freight Corridor Corporation of India Limited has invited Bids for the work of “Comprehensive and preventive maintenance work of 132 KV and 220 KV transmission lines between Abdullapur (Jagadhari, Haryana) GSS of PGIL to Wair (Uttar Pradesh) TSS/DFCCIL via Jagadhari TSS/DFCCIL and Pasauli (Sasaram, Bihar) to Durgawati (Bihar) sections of Eastern Dedicated Freight Corridor under Group General Manager/EL/TS.

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 “Comprehensive and preventive maintenance work of 132 KV and 220 KV transmission lines between Abdullapur (Jagadhari, Haryana) GSS of PGIL to Wair (Uttar Pradesh) TSS/DFCCIL via Jagadhari TSS/DFCCIL and Pasauli (Sasaram, Bihar) to Durgawati (Bihar) sections of Eastern Dedicated Freight Corridor of Western Dedicated Freight Corridor under Group General Manager/EL/TS.” 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 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 executant(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.

Dated this the Day of

(Name in Block Letters of Executants) Seal of Company

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

Reference Para 17(b)Registered Acknowledgement Due
PROFORMA FOR TIME EXTENSION

No. -----

Dated -----

Sub:

- (i) Name of Work
- (ii) Acceptance Letter No.....
- (iii) Understanding/ Agreement No.

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

Dear Sir,

1. The stipulated date for completion of the work mentioned above is From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or ‘However, the work was not completed on this date’).
2. Expecting that you may be able to complete the work, if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from to.....
3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of.....(give here the stipulated date for completion with/without any penalty fixed earlier) will be recovered from you as mentioned in Clause 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 inform 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 up to this extension to complete the work by (here mention the extended date), further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully

For and on behalf of

the Employer Name of the Official

Stamp/Seal of the Employer

CERTIFICATE OF FITNESS

1. (a) Serial Number:
- (b) Date:
2. Name of person examined:
3. Father's Name: Son/Daughter of:
4. Residing at:
5. Sex:
6. Residence:
7. Physical Fitness:
8. Identification Marks
9. 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.
10. Reasons for:
 - (a) refusal to grant Certificate, or
 - (b) revoking the Certificate

Signature or
Left Hand Thumb Impression of the person Examined.

Signature of Certifying Surgeon

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

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

DFCCIL (Without Prejudice)

To
M/s
Dear Sir,
Contract Agreement No.

In connection with

1. Despite repeated instructions to you by the subordinate offices as well as by this office in various Letters of Even No. -----, dated -----; you have failed to start work/show adequate progress and/or submit detailed program for completing the work.
2. Your attention is invited to this office/Group General Manager’s Office Letter No. -----, dated ----- in reference to your representation, dated
3. As you have failed to abide by the instructions issued to commence the work/to show adequate progress of work you are hereby given 7 days’ notice in accordance with Clause 62 of Standard General Conditions of Contract to commence works/to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of Employer

Name of the Official.....

Stamp/Seal of the Employer

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

.....**DECCIL**

(Without Prejudice)

To
M/s

Dear Sir,
Contract Agreement No.

In connection with

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of Employer

Name of the Official.....

Stamp/Seal of the Employer

PROFORMA OF 48 DAYS NOTICE FOR PART OF THE WORK

(DETAILS OF PART OF WORK TO BE MENTIONED)

DFCCIL

(Without Prejudice)

To
M/s.....

Dear Sir,
Contract Agreement No.

In connection with

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer

Name of the Official Stamp/Seal of the Employer

PROFORMA OF TERMINATION NOTICE

DFCCIL

(Without Prejudice)

No.

Dated

To

M/s

Dear Sir,

Contract Agreement No.

In connection with

Forty-Eight Hours (48 hrs.) notice was given to you under this Office Letter of Even No. dated..... ; but you have taken no action to commence the work/show adequate progress of the work.

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer

Name of the Official

Stamp/Seal of the Employer

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

DFCCIL

(Without Prejudice)

No.

Dated

To

M/s

Dear Sir,

Contract Agreement No.

In connection with

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

Kindly acknowledge receipt.

Yours faithfully

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

PRE-CONTRACT INTEGRITY PACT

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

General:

This pre-bid Contract Agreement (hereinafter called the Integrity Pact) is made on day of the Month of 2023, between, on one hand, the DFCCIL acting through Shri , Designation of the Officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by Shri Chief Executive Officer (herein after called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

WHEREAS, the [A] is a Private Company/Public Company/Government undertaking/Partnership/Registered export agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India.

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

Enabling the CLIENT to obtain the desired said (Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure [B] by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the CLIENT:

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

[B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under [B] would not be stalled.

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

- 3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.
- 4. Previous Transaction:**
- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.
- 4.2 The [A] agrees that if it makes an incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
- 5. Earnest Money (Security Deposit):**
- 5.1 While submitting commercial bid, the [A] 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 BID).
- 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 [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanctions for Violation shall be applicable for 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.
- 5.4 No interest shall be payable by the CLIENT to the [A] 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 [A] or anyone employed by it or acting on its behalf (whether with or without the knowledge of the [A] shall entitle the CLIENT to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
- (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A], in order to recover the payments, already made by the CLIENT, along with interest.
- (vi) To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the [A].
- (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- (viii) To recover all sums paid in violation of this Pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any [B] signed by the CLIENT with the [A], the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The CLIENT will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the [A] or anyone employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause:

The [A] undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that vary price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

8. 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 (Name 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.

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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 inform the Authority designated by the CLIENT.

- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction all project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the [A] with confidentiality.
 - 8.7 The CLIENT will provide the Monitor with 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 the Monitor the option to participate in such meetings.
 - 8.8 The Monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 9. Facilitation of Investigation: In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the [A] and the [A] shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
 - 10. Law and Place of Jurisdiction: This pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the CLIENT.
 - 11. Other Legal Actions: The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
 - 12. Validity:
 - 12.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this Integrity Pact shall expire after Six Months from the date of the signing of the [B].
 - 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
 - 12.3 The parties hereby sign this Integrity Pact at on

Client:

Bidder:

Name of the Officer:

Chief Executive Officer:

Designation:

Deptt./Ministry/PSU:

Witness:

Witness:

1.-

1.

2.-

2.

Note:

- A. To be replaced by BIDDER/Seller/Consultant/Consultancy Firm/Service Provider as the case was maybe.
- B. To be replaced by Contract/Supply Contract/Consultancy Contract/Works Contract as the case may be.

FINAL SUPPLEMENTARY AGREEMENT

1. Articles of agreement made this day _____ in the year _____ between DFCCIL, acting through the _____ DFCCIL Administration having his office at _____ herein after called the DFCCIL of the one part and _____ of the second part.
2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part 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 hereto 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 (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 hereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No..... to Page No _____ of Measurement Book No and corresponding. Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various

On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the security deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims

against the party hereto of the first part under the said Principal Agreement.

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

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

Signature of the Contractor/s

For and on behalf of the DFCCIL

Address:

Witness:

.....

Format of Bank Guarantee for Security Deposit

Bank Guarantee No.

Date:

To,
Group General Manager/EL/TS,
Dedicated Freight Corridor Corporation of India Limited New
Delhi-110001

Reference: Contract No., awarded on

This deed of Guarantee made this day of between (name of Bank) having Registered Office at__and Branch Office at..... (hereinafter referred to as “Bank”) of the one part and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the Employer) of the other Part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the Contract No. for “Comprehensive and preventive maintenance work of 132 KV and 220 KV transmission lines between Abdullapur (Jagadhari, Haryana) GSS of PGIL to Wair (Uttar Pradesh) TSS/DFCCIL via Jagadhari TSS/DFCCIL and Pasauli (Sasaram, Bihar) to Durgawati (Bihar) sections of Eastern Dedicated Freight Corridor” under Group General Manager/EL/TS (hereinafter called “the Contract”) to M/s its Registered Office at (hereinafter called “the Contractor”).

Whereas the Contractor is bound by the said Contract to submit to the Employer an Irrevocable Performance Security Guarantee Bond for a total amount of Rs. (Rs..... in Words) only.

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

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

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

The payment so made by us (name of Bank) under this bond shall be a valid discharge of our liability fo

We.....(indicate the name of Bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said

agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been full paid and its claims satisfied or discharged by (Designation & Address of Contract Signing Authority) on behalf of Employer certify that the Terms and Conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

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

Provided always that we..... (Name of Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be, on being called upon to 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 bearance act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

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

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

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

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

Signature of Bank Authorize Official with seal Name
Designation/Address:

Witness:

- 1. Signature, Name and Address of witness
- 2. Signature, Name and Address of witness

Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr/Ms [name], son /daughter/ wife of [name], and presently residing at [address], who is presently employed with/retained by us and holding the position of [designation] as our true and lawful attorney (herein after referred to as the “Authorized Representative”), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for [name of assignment], to be developed by Dedicated Freight Corridor Corporation of India Ltd. (the “Authority”) including but not limited to signing and submission of all applications/bids, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [Date in Words] DAY OF [Month] [Year in ‘YYYY’ Format].

For [Name and Registered Address of Organization] [Signature] [Name] [Designation]

Witness:

1. Signature, name and address of witness
2. Signature, name and address of witness

Accepted

[Signature/Name/Designation/Address]

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of DFCCIL inviting the

Tender)Dear Sir,

Sub: No Deviation Certificate.

Ref: 1) NIT/Tender Specification No.
2) All other pertinent issues till date

We hereby confirm that we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by DFCCIL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender Conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact, etc.

We confirm to have submitted the offer in accordance with tender instructions and as per the aforesaid references.

Thanking you,

Yours faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder)

**Agreement towards Waiver under Section 12(5) and Section 31A (5) of
Arbitration and Conciliation(Amendment) Act
(NOT APPLICABLE)**

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. he reby

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

* Strike out whichever is 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 DFCCIL w.e.f. and empaneled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6. I have no 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 relationships 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 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 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 to finish the entire arbitration within twelve months. The list of such circumstances is as under:

PROFORMA OF 14 DAYS NOTICE FOR OFFLOADING OF PART OF CONTRACT WORK
(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).

1. Your attention is invited to this Office/Group General Manager/EL/TS Office Letter No. dated in reference to your representation, dated
2. 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

NOTICE FOR PART OF CONTRACT WORK OFFLOADED

(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).

- 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

- 2. Please refer to your request Letter No. dated, wherein it was requested under Clause 40A 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 along with approximate cost thereof to be mentioned)
- 3. The final measurement of work(s) already executed for the 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.
- 4. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.
- 5. 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.
- 6. The Contract value gets reduced to Rs.....
- 7. You are requested to continue with the balance work in the Contract after offloading of above part(s) of work.

Kindly acknowledge receipt.

Your faithfully

Dated :

DOCUMENT OF AUTHORIZATION

Reference: (i) Works Contract/Supply Contract No. Dated.....
 (ii) Inland Letter of Credit No..... Dated.....

This document is issued against contract No (FROM IREPS)
dated..... for supply/work of..... (DESCRIPTION OF GOODS/WORK FROM IREPS)

The beneficiary of the aforementioned Letter of Credit M/s (NAME AND VENDOR CODE)
 (Vendor Code as per IRPES) is entitled to receive payment, aggregating
 INR..... SSS..... (FROM ABSTRACT OF BILL PASSED)..... out of a total LC
 amount of INR..... (FROM MASTER TABLE OF LC OPENED)
 against the first/seconds commercial Invoice No. (FROM IPAS) dated
 FROM IPAS For INR (FROM IPAS) Raised against the above contract
 from State Bank of India (branch FROM LC MASTER TABLE) On the strength of this Certificate.

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

<u>S.No.</u>	<u>Invoice No.</u>	<u>Invoice date</u>	<u>Invoice Amount (INR)</u>	<u>LCDA No.</u>	<u>LCDA date</u>	<u>Amount paid (INR)</u>

THIS PAYMENT: -..... SSS.....
 LC BALANCE AFTER THIS PAYMENT: -.....

(Signature of authorized Railway authority)

Name.....

Designation.....

(Official Seal)

EXPERIENCE

S.No	Name of the work	Party by whom the work has assigned	Schedule of execution in months		Appox. Cost of work	Final value of work
			Original	Modified		

DETAILS OF THE STAFF WORKING UNDER CONTRACTOR

S. No	Name	Designation	Educational Qualifications	Experience