



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA
LIMITED**

(A Government of India Enterprise under Ministry of Railways)

E-Tender Document

FOR

NAME OF WORK: USFD testing of Rail & welds for 2 years for New Pilkhani-Sahnewal section over EDFC in the jurisdiction of CGM/DFCC/Ambala.

Tender No. CGM_UMB_DFCCIL_USFD testing of Rails & Weld_2

(Participation through E-Tender only)

Visit: www.ireps.gov.in / www.dfccil.com

(Help desk of IREPS: 011-23761525)

July-2024

Employer:

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE

Under

MINISTRY OF RAILWAYS)

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PART - II
STANDARD GENERAL CONDITIONS OF CONTRACT
Standard General Conditions of Contract Part-II OF GCC 2022 updated will be applicable on the Tender Document. # Content of the same may be downloaded from Railway Board's website www.indianrailways.gov.in/railwayboard

DISCLAIMER

The information contained in this tender document or subsequently provided to the Tenderers, whether verbally or in documentary form by or on behalf of the DFCCIL, their employees, provided to the Tenderers on the terms and conditions set out in the tender documents and all other terms and conditions subjected to which such information is provided.

The purpose of the tender document is to provide the Tenderers with information to assist in the formulation of their Proposal. The tender documents does not purport to contain all the information for all the persons, and it is not possible for DFCCIL, their employees to consider the business/investment objectives, financial situation and particular needs of each Tenderer who reads or uses this tender document. Each Tenderer should conduct its own investigations, inspection and analysis, and should check the accuracy, reliability and completeness of the information in the tender documents and wherever necessary obtain independent advice from appropriate sources. DFCCIL, their employees make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of the tender documents.

PART-I
INSTRUCTIONS TO TENDERERS (ITT)

1 Meaning of Terms

1.01 Applicability: These Instructions and conditions of contract shall be applicable for all the tenders and Contracts of Railways/DFCCIL for execution of 'Works' as defined in GFR 2017.

1.02 Order of Precedence of Documents: In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award/Acceptance (LOA)
- ii. Bill(s) of Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. 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.
- vii. CPWD Specifications 2019 Vol. I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- viii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

1.1 Interpretation: These Instructions to Tenderers (ITT) shall be read in conjunction with the Standard General Conditions of Contract-2022 which are referred to herein and shall be subject to modifications additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Tender Forms.

1.2 Definition: In these Instructions to Tenderers (ITT) the following terms shall have the meanings assigned here under except where the context otherwise requires:

- (a) **“Railway”** shall mean the President of the Republic of India or the Administrative Officers of the Railway/DFCCIL or Successor Railway/DFCCIL authorized to deal with any matters, which these presents are concerned on his behalf.
- (b) **“Chief General Manager”** shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include Managing Director/Director of DFCCIL.
- (c) **“Chief Engineer”** shall mean the Officer in charge of the Engineering Department of DFCCIL/Railway and shall also include the Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and also include Group General Manager/General Manager /Chief General Manager of DFCCIL.
- (d) **“Divisional Railway Manager”** shall mean the Officer in charge of a Division of the Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- (e) **“Engineer”** shall mean the General Manager of DFCCIL/PMC appointed by DFCCIL. **“Engineer’s Representative”** shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer, APM / DPM /Dy. CPM / CGM of DFCCIL in direct charge of the work and shall include any Sr. Sec. / Sec / Jr. Engineer / Executive / Sr. Executive, JPM/APM/PM / Dy. CPM of DFCCIL of Civil Engineering / Signal & Telecommunication Engineering / Electrical Engineering Department appointed by the Railway / DFCCIL and shall mean and include the Engineer’s Representative of the PMC appointed by Railway/DFCCIL
- (f) **“Tenderer”** shall mean the Person / the Firm /LLP/Trust/ Co-operative Society or Company whether incorporated or not who tenders for the works with a view to execute the works on contract with the DFCCIL and shall include their personal representatives, successors and permitted assigns.

- (g) "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns.
- (h) "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
- (i) "**Limited Tenders**" shall mean tenders invited from all or some Contractors on the approved or select list of Contractors with the DFCCIL/Railway.
- (j) "**Open Tenders**" shall mean the tenders invited in open and public manner and with adequate notice.
- (k) "**Works**" shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.
- (l) "**Specifications**" shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or Managing Director, DFCCIL as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.
- (m) "Standard Schedule of Rates (SSOR)" shall mean the schedule of Rates adopted by the DFCCIL/Railway, which includes-
1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e., the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
 2. "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 Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (n) "Drawings" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms

- (o) ‘Contractor’s authorized Engineer’ shall mean a graduate Engineer having more than 3 years’ experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.
- (p) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- (q) “Bill of Quantities” shall mean Schedule of Item(s) included in the tender documents along with respective quantities and rates, accepted by the DFCCIL/Railway.

1.3 Singular and Plural: Words importing the singular number shall also include the plural and vice versa where the context requires.

2 Tender for Works: Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-1. E-Tender Form shall be issued free of cost to all tenderers.

2.1 E-Publishing: Tender notice and Tender Documents for open Tenders are being published on Eastern Dedicated Freight Corridor Corporation of India Limited (EDFC) website: www.ireps.gov.in for general information purpose.

2.2 Validity of Tender: Tender must be open for the period as mentioned in cover letter of Tender Document. Validity of tender for single packet=45 days & for two packet system =60 days. However, in case Short Notice period of 21 days and 14 days, validity would be 30 days and 20 days respectively. **(Railway Board letter No. 2017/Trans/01/Policy dated 08.02.2018).** Further extension to the validity of tender shall be decided mutually.

2.3 Amendment of Tender Document: Before the deadlines for the submission of Tender Document, DFCCIL/Railway may modify the Tender Document by issuing Addendum/Corrigendum. Tenderers are advised to down load Tender Documents well in advance to submit the Tender before the stipulated time. However it is the responsibility of the Tenderer to check any correction or any modifications (Addendum/Corrigendum) published subsequently in newspapers as well as on web site and same shall be taken in to account while submitting the Tender. Tenderer shall down load corrigendum (if any) print it out, sign and attach it with main Tender Document. **DFCCIL/Railway will not be responsible for any network error or internet connection as there would be sufficient time to submit the tender through e-Tendring.**

3. Care in Submission of Tenders:

a(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in

Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

a(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

a(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

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

(b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

(c) The DFCCIL/Railway 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.

3.01 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-XXIV**. Non submission of above certificate by the bidder shall result in **summarily** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Documents.

3.1 Tenderer Constitution and requirement of Authorize Signatory: The tenderers who are constituents of firm, company, Joint Venture (JV) association or society must forward attested copies of the constitution of their concern, partnership deed and power of attorney with their tender as per Tender Form 3 of Tender Document. 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, JV association or society as the case may be). The DFCCIL/Railway will not be bound by any power of attorney granted by the tenderers or by changes in the composition of the firm made subsequent to the award of the contract. The cost of such action, including legal advice will be chargeable to the Tenderers contractor. 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 required the same should be under common seal affixed in accordance with the required procedure.

3.2 Cost of Tender Document: The cost of Tender Document (TDC) is not refundable. Failure to deposit cost of tender will lead to summarily rejection of tender **The cost of Tender documents will be as per Railway Board's guidelines.**

3.3 Bid Security

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 Rs. 1 crore	2% of the estimated cost of the work
For works estimated to cost more than Rs. 1 crore	Rs. 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs 1 crore subject to a maximum of Rs. 1 crore

- (i) The Bid Security shall be rounded off to the nearest Rs. 100. This Bid Security shall be applicable for all modes of tendering.

- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security deposit detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security deposit detailed above.

Note: - 1. Bid Security will be acceptable online through net banking or gateway payment only in favour of DFCCIL, Ambala. The cost of tender document is not refundable and should not be included with Bid Security.

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. If the tenderer fails to observe or comply with the said stipulation, the aforesaid amount shall be forfeited to the DFCCIL/Railway.

If his tender is accepted, this Bid Security mentioned in sub clause 3.3.1(a) above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract 2022 Part-II. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL/Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

In case, contractor submits the term deposit receipt/bank guarantee bond towards full security deposit, the DFCCIL/RAILWAY shall return the Bid Security so retained to the contractor.

The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIIA and shall be valid for a period of 90 days beyond the bid validity period.

In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-ProcurementPortal (IREPS) while applying to the tender.

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

3.4 Work of Similar Nature

The Similar nature of work should be defined in tender notice & Section 3 of Tender Document in accordance with the **Pr. CE Circular no: 610 (Revised-3) circulated vide Head Quarter letter no: 74-W/0/Pt-XXV/Similar Nature of Works/WA Dated: 22.01.2020 or as amended from time to time.**

The similar nature of work for this work is as follows: “USFD testing of Rails/Welds on main Line with RDSO approved Operator and Equipment”

3.5 Eligibility Criteria:

The Tenderer will be required to meet the following eligibility criteria for which credentials to be submitted by Tenderer, along with Tender Documents.

3.5.1 Technical Eligibility Criteria:

- (a) The Tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) Three similar works costing not less than the amount equal to 30% of advertised value of the tender, or
 - (ii) Two similar works 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.
- (b) (i) In case of tender for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) Three similar works costing not less than the amount equal to 30% of advertised value of each component of tender, or
 - (ii) Two similar works costing not less than the amount equal to 40% of advertised value of each component of tender, or
 - (iv) One similar work costing not less than the amount equal to 60% of advertised value of each component of tender.

Note for

- (bi) Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.
- (bii) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.
- (biii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 (a) (ii) of Part-II of the Standard General Conditions of Contract or through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract Part-II of GCC or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief General Manager in writing.

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

The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be Sublette, 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 the DFCCIL/RAILWAY.

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

Note for 3.5.1:-

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificate issued by any Govt. Organization, work experience certificate issue 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.

3.5.2 Financial Eligibility Criteria:

The tenderer must have minimum average annual contractual turnover of V/N or V whichever is less; where

V = Advertised value of the tender in crores of Rupees

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

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

The tenderers shall submit requisite information as per Annexure-VIIB (enclosed in this Tender Document), along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

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

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

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

3.5.5 Explanation for clause 3.5.1 to 3.5.4- Eligibility Criteria: -

1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard*

Should have been issued not prior to 60 days of date of invitation of present tender.

2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.
3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.
4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

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

5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfilment of credentials.
6. **In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.**
7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times$ value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-

worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

9. In case of existing partnership firm if any new partner(s) joins the firm *without any modification in the name and PAN/TAN no. of the firm*, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) GCC April 2022 on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
15. In case company A is merged with company B, then company B would get the credentials of company A also.

3.5.6 Relaxation of Eligibility Criteria for ‘Start-up’ firms: Technical and financial eligibility criteria mentioned in GCC 2022 shall normally apply to all firms including ‘Start-up’ firms (recognized by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry). However, before inviting tender, General Manager, on the recommendation of PHOD/CHOD of the department inviting tender and associate finance, can relax the applicability of eligibility criteria to ‘Start-up’ firms (recognized by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry) on case to case basis.

3.5.7 Eligibility criteria for bidder from a country sharing land border with India:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in any tender only if the bidder is registered with the Competent Authority.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant; or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with Indian” for the purpose of this Order means:-
 - a. An entity incorporated, established or registered in such a country, or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country ; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner of the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting along or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company,
 - b. Deleted.

- c. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their share holding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

A certificate shall be taken from bidders in the tender documents regarding their compliance with this order (Annexure-XXVIII). If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

3.6 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VII.

NOTE (A): For judging the technical eligibility, financial capability and available bid capacity only those works which had been executed for the under Government/Semi Government/PSU shall be considered and the tenderer(s) will submit the certificate to this effect from the Officer concerned duly signed under the official seal. **It should be noted that credentials for the works executed for Private Individual/Private Organization except as mentioned in note for 3.5.1 shall not be considered.**

3.7 Documents to be submitted along with Tender

3.7.1 Partnership Deeds, Power Of Attorney etc.:

- (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 self-attested copies of the constitution of their concern, Partnership Deed, 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.

3.7.2 (a) Sole proprietor Firm:

All documents in terms of explanatory notes in clause 3.5 above.

(b) HUF:

- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- (ii) All other documents in terms of explanatory notes in clause 3.5 above.

3.7.3 Partnership Firm:

3.7.3.1 The Tenderer shall submit self-attested copies of (i) registered/notarized partnership deed and (ii) Power of attorney (duly registered as per prevailing law) duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm and to submit &

sign the tender, sign the Agreement, witness measurements, sign measurement books, receive payment, make correspondences, compromise, settle/ relinquish any claim (s) preferred by the firm, sign “No Claim” certificate, refer all or any dispute to arbitration and to take similar action in respect of all tender/ Contract. **Guidelines regarding tenders by Partnership Firms and their Eligibility Criteria reproduce as Annexure-VIII.**

3.7.3.2 “Any tender submitted by a partnership firm without enclosing self attested copy of registered/ notarized partnership deed or power of attorney duly authorizing the signatory as noted above shall be treated as having been submitted by individual signing the tender documents. The DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.”

3.7.3.3 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

3.7.3.4 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

3.7.3.5 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

3.7.3.6 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from DFCCIL and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the DFCCIL and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partners 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 before hand 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.

3.7.3.7 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.

3.7.3.8 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

3.7.3.9 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.

3.7.3.10 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.

3.7.3.11 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 the DFCCIL for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.

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

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

- (c) Governing laws: The partnership firm agreement shall in all respect shall 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 otherpartner/s and that of the DFCCIL.

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

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by DFCCILs or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (iv) All other documents in terms of Para 3.5 above.

3.7.3.13 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 3.5 above.

3.7.4 Company registered under Companies Act 2013:

- (i) The copies of MOA (Memorandum of Association)/AOA (Articles of Association) of the company.
- (ii) A copy of Certificate of Incorporation.
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) All other documents in terms of explanatory notes in clause 3.5 above.

3.7.5 LLP (Limited Liability Partnership) Firm:

If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP.
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender/MoU/JV on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by DFCCIL/RAILWAYS or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of explanatory notes in clause 3.5 above.

3.7.6 Registered Society & Registered Trust:

The tenderer shall submit:

- (i) A copy of the Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society.
- (v) All other documents in terms of explanatory notes in clause 3.5 above.

3.7.7 Joint Venture (JV): Guidelines regarding for Participation of Joint Venture Firms in Works Tender are as detailed below and as amended from time to time.

This Clause shall be applicable for works tenders of value as approved and communicated by Railway Board from time to time. **(The JV firms are allowed to participate only in the tenders of value more than Rs.10 crores).**

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

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

3.7.7.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

3.7.7.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

3.7.7.5 Bid Security shall be deposited by JV or authorized person of JV either as:

- (i) Online** through e-payment gateway or as mentioned in tender document, or
- (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.**

3.7.7.6 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.

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

3.7.7.8 Approval for change of constitution of JV shall be at the sole discretion of the DFCCIL/RAILWAY. 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.

3.7.7.9 Similarly, after the contract is awarded, the constitution of JV shall not normally be 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.

3.7.7.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

3.7.7.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of JV entity is to be registered as Company) or before the Registrar/Sub- Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the DFCCIL before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated DFCCIL/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:

3.7.7.11.1 Joint And Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the DFCCIL/RAILWAY for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.

3.7.7.11.2 Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

3.7.7.11.3 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

3.7.7.12 Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members 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.

3.7.7.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the DFCCIL/RAILWAY in respect of the said tender/contract.

3.7.7.14 Documents to be enclosed by the JV along with the tender:

3.7.7.14.1 In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with Registrar.
- (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by DFCCIL 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.

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

- (v) 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.

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

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

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

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

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

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed

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

All other documents in terms of explanatory notes in clause 3.5 above.

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

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

- (a) For Works without composite components

The technical eligibility for the work as per para 3.5.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

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

- (b) For works with composite components

The technical eligibility for major component of work as per para 3.5.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

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

Note for Clause 3.7.4.15.1:

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

(b) Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the

purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.

3.7.7.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of “Financial Eligibility” mentioned at para 3.5.2 above. The “financial capacity” of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 3.5.2 above.

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

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

3.7.7.15.3 Bid Capacity

The JV shall satisfy the requirement of “Bid Capacity” requirement mentioned at para 3.6 above. The arithmetic sum of individual “Bid capacity” of all the members shall be taken as JV’s “Bid capacity” to satisfy this requirement.

(i) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of / by a Sole Proprietorship Firm/ Joint Venture/ Registered Company etc. then tender shall be treated as having been submitted by the individual who has signed the tender.

(ii) 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/Railway’s record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

(iii) A tender from JV/ Consortium/ Partnership Firm etc. shall be considered only where permissible as per tender conditions.

(iv) The DFCCIL/RAILWAY will not be bound by any Power of Attorney granted by the tenderer or by change in the composition of the firm made subsequent to the submission of tender. DFCCIL/RAILWAY may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the tenderer/contractor

(v) 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 GCC April 2022 stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to sign the tender, and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

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

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

3.8.0 Test of Responsiveness: DFCCIL/RAILWAY will determine whether each such proposal is ‘responsive to the requirement of the Tender Documents. A Tender/Proposal shall be considered ‘responsive’ if only:

- 3.8.1** (i) Tender Document accompanied with required Earnest Money.
- (ii) Tender Document accompanied with cost of Tender Document, if applicable.
- (iii) Tender Document accompanied with Power (s) of Attorney (ies).
- (iv) Cover Letter (Tender Form-1) been signed by Authorized Signatory.
- (v) Tender Documents shall be submitted in bound and sealed condition (in exceptional cases where manual tendering is being adopted)

Tenderer may please note that tender not accompanying Item (i) & (ii) above shall be summarily rejected. Any of the above criteria is not fulfilled, in any manner whatsoever, the Tender shall be treated as non- responsive. The Decision of DFCCIL/RAILWAY Administration on the responsiveness of Tender shall be final, conclusive and binding on the Tenderer and shall not be called into question by any Tenderer on any ground whatsoever. Any Tender which is not responsive shall be rejected.

3.9 Conflict of Interest:

- (1) DFCCIL/RAILWAY Administration considers “**Conflict of Interest**”; to be a situation in which party has interests that could improperly influence the Tendering process or that party’s Performance of official duties or Responsibilities, Contractual Obligations or Compliance of applicable laws and regulations. Any Tenderer(s), which in the opinion of DFCCIL/RAILWAY Administration has or may have the likelihood of a conflict of interest, **shall be disqualified**. Without limiting the generality of the above, a Tenderer shall be considered to have a conflict of interest that affects the Tendering process, if;
- (a) Such Tenderer, its Member (In case of Partnership firm) or any of its Constituents and any other Tenderer for the same work, its Member or any of its constituents have cross ownership interest; provided that this disqualification shall not apply in case the direct or indirect ownership/Shareholding (of paid up and subscribed shares) of a Tenderer, its Member or any of its constituent in the other Tenderer, its Member or any of its constituent is less than 10% (Ten percent); or
 - (b) Such Tenderer or a Member of such Tenderer is also a member of another Tenderer for the same work; or
 - (c) Such Tenderer has the same authorized Signatory/ representative for a tender as any other Tenderer for the same work; or
 - (d) Such Tenderer, its Member or any of its Constituent has participated as consultant to DFCCIL/RAILWAY in the preparation of any document, design or technical specifications for the same work; or
 - (e) If legal, financial or technical advisor of DFCCIL/RAILWAY for the same work is or has been engaged by Tenderer, its Member or any of its Constituent in any manner for matters related to or incidental to the same work during or prior to the Tendering process up to the signing of Agreement; or
 - (f) Such Tenderer, its Member or any of its Constituent and the consultant of DFCCIL/RAILWAY for the same work, its Member or any of its Constituent have cross ownership interest; provided that this disqualification shall not apply in cases the direct or indirect ownership/ shareholding (of its paid up and subscribed shares) of a tenderer, its Member or any of its Constituents in the consultant of DFCCIL/RAILWAY for this work, its Member or any of its Constituent, or vice versa, is less than 10% (ten percent); or
 - (g) Such Tenderer, its Member or any Constituent thereof received or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer for the same work, its Member or Constituent, or has

provided any such subsidy, grant concessional loan or subordinated debt to any other Tenderer for the same work, its Member or any Constituent thereof; or

- (h) Such Tenderer, or any Constituent thereof, has a relationship with any other Tenderer for the same work, or any Constituent thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Tender of either or each other for the same work.
- (2) Disqualification specified under sub clause **3.9.1 (a) to (h)** shall not apply to the Tenderer or its Member of both Public and Private unless and until such Tenderer or its Member is a Constituent of another Tenderer or its Member or DFCCIL/RAILWAY Consultant for the same work.
 - i. Tenderer/ Each Member of the firm shall submit the following documents on the basis of which it has arrived at the conclusion that it does not have any Conflict of interest:
 - ii. List of Constituents along with their shareholding and registered office address;
 - iii. The details of each of shareholders holding more than 10% in the firm, each of its members and their Constituents;
 - iv. A chart showing the relationship of the Tenderer/Members of the firm with their respective constituents.
 - v. Notwithstanding anything contained herein above, DFCCIL/RAILWAY may, after opening of Tender, seek a reconfirmation that there is no conflict of interest among the Tenderer, Members and / or Constituents of the Tenderer/ Members of the firm, within a period to be stipulated by DFCCIL/RAILWAY. DFCCIL/RAILWAY will also seek reconfirmation from its legal, financial or technical advisors that there is no conflict of interest with Tenderers.

3.10 Fraud & Corrupt Practice:

3.10.1 The Tenderer and their representative officers, employee, agents and advisors shall observe the highest standard of ethics during the Tendering process and subsequent to the issue of the LOA during the substance of the Agreement. Notwithstanding anything to contrary contained herein or in the LOA or the Agreement, DFCCIL/RAILWAY shall reject the Tender, Withdraw the LOA, or Terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the selected Tenderer, if it determines that the selected Tenderer, as the case may be has directly or indirectly or through agent, engaged in corrupt practice, fraudulent practice, Coercive practice, undesirable practice or restrictive practice in the Tendering process. In such an event, in addition to exercise of its right of Termination, DFCCIL/RAILWAY shall forfeit and appropriate the contract security or

Performance Guarantee as the case may be, as mutually agreed genuine pre- estimation compensation and damage payable to DFCCIL/RAILWAY towards, inter alia, time, cost and effort of DFCCIL/RAILWAY, without prejudice to any other right or remedy that may be available to DFCCIL/RAILWAY hereunder or otherwise.

3.10.2 Without prejudice to the right of DFCCIL/RAILWAY herein above and the rights and remedies which DFCCIL/RAILWAY may have under the LOA or the Agreement, if the Tenderer/Contractor, as the case may be, is found by DFCCIL/RAILWAY to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Tendering process, or after the issue of LOA or the execution of Agreement, **such Tenderer, Members and Contractor shall not be eligible to participate in any Tender issued by DFCCIL/Northern Railway during a period of 02 (Two) years from the date such Tenderer, Member or Contractor, as the case may be, is found by DFCCIL/RAILWAY to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.**

3.10.3 For the purposes of this clause, the following terms shall have the meanings herein after respectively assigned to them;

- (i) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of any person connecting with the Tendering process (for avoidance of doubt, offering employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DFCCIL/RAILWAY who is or has been associated in any manner, directly or indirectly with the Tendering process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from date such official resigns or retires from or otherwise ceases to be in the service of DFCCIL/RAILWAY, shall be deemed to constitute influencing the actions of a person connected with the Tendering process), or

Engaging in any manner whatsoever, whether during Tendering process or after the issue of the LOA or after execution of Agreement, as the case may be, any person in respect of any matters relating to the work or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of DFCCIL/RAILWAY in relation to any matter concerning to work.

- (ii) **“Fraudulent practice”** means a misrepresentation or Omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tendering process;
- (iii) **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Tendering process;

- (iv) **“Undesirable Practice”** means establishing contract with any person connected with or employed or engaged by DFCCIL/RAILWAY and/ or the Ministry of RAILWAYS and / or any Ministry or Department, Authority or body whether statutory or non-statutory that may be concerned or connected, in any manner whatsoever, with this work, with the objective of canvassing, lobbying, seeking intervention in or in any manner influencing or attempting to influence the Tendering process; or having a conflicted of interest; and
- (v) **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Tenderers with the objective of restricting or manipulating a full and fair competition in the Tendering process.

3.11 Confidentiality: Information relating to the examination, clarification, evolution and recommendation for the Tenderer shall not be disclosed to any person, who is not officially concerned with the process or is not retained professional advisor Advising DFCCIL/Railway, in relation to, or matter arising out of, or concerning the Tendering process. DFCCIL/RAILWAY will treat all information submitted as part of the Tender, in confidence and will require all those who have access to such material to treat the same in confidence. DFCCIL/RAILWAY may not divulge any such information unless it is directed to do so by a Court of Law and/ or any statutory entity that has the power under Law to require its disclosure.

3.12 Employment/ Partnership etc. of Retired DFCCIL/RAILWAY Employee:

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

AND

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

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the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained

by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the DFCCIL 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/RAILWAY, 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 3.12.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

3.13 Miscellaneous: The Tendering process shall be governed by and construed in accordance with the Laws of India and the courts at Ambala shall have exclusive jurisdiction over all disputes arising under pursuant to and/ or in connection with the Tendering process.

DFCCIL/RAILWAY in its sole discretion and without incurring any obligation or liability reserves the right at any time to;

- i. Suspend or cancel the Tendering process and /or amend and/ or Supplement the Tendering process or modify the dates or other terms & condition relating there to;
- ii. Consult with any Tenderer in order to receive clarifications or further information;
- iii. Retain any information and /or evidence submitted to DFCCIL/RAILWAY by, on behalf of, and/or in relation to any Tenderer, and / or.
- iv. Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any Tenderer.

3.13.1 No Tenderer should tender for the work for speculative purposes. Once the Tender Documents is submitted, no change shall be permitted in the equity participation in the work of the Tenderer or Member of the firm except as expressly otherwise

provided in the Tender Documents. Any breach of this condition shall lead to rejection of the Tender and /or termination of Agreement.

3.13.2 No assignment, Sale, Transfer, Conveyance of the work shall be permitted except as otherwise expressly provided in the Tender Documents. Any breach of this condition shall lead to rejection of the Tender and /or termination of Agreement.

3.13.3 For the sake of clarity, the Tenderer(s) may note that in case there are any obligation(s) or condition(s) imposed on them under a particular clause of any part of the Tender Documents, which includes the forms, and on a similar issue some additional conditions are mentioned under another clause of any other part of the Tender Documents, which includes the forms, then all the conditions and/or obligations should be read in conjunction with each other and all of them have to be fulfilled.

3.13.4 It shall be deemed that by submitting the Tender, the Tenderer agrees and releases DFCCIL/RAILWAY, its employees, agents, consultants and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant here to and/ or in connection herewith and waives any and all right and/ or claims it may have in their respect, whether actual or contingent, whether present or future. No claim of any nature and to any extent whatsoever shall be made by any Tenderer against DFCCIL/RAILWAY, its employees, agents, consultants and advisers.

3.13.5 The Tender Documents including all attached documents are and shall remain the property of DFCCIL/RAILWAY and are transmitted to the Tenderer solely for the purpose of preparation and submission of the Tender in accordance herewith. Tenderer are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their Tenders. DFCCIL/RAILWAY will not return any Tender or any information provided to it by the Tenderers.

3.14 Preparation & Submission of Document: The Tenderer will be deemed to visit the site and inspected the same to acquaint itself about all the existing site conditions, Laws and regulations before submitting his/their Tender. Once the Tender is submitted no Tenderer will be permitted to withdraw his/their Tender on the ground of any alleged defect in the site or its conditions.

All the contents of the Tender should be typed or hand written in indelible blue ink and signed by Tenderer/authorized signatory of the Tenderer who shall also initial each page in Blue ink. The Tenderer requirement in the Tender, for authorizing the signatory to commit the Tenderer. The power of attorney must include the specimen signature of the authorized signatory duly attested by authorized person under applicable laws.

3.15 Credential/ Approved list of contractors:

3.15.1 Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the DFCCIL/RAILWAY. For this purpose, list of approved contractors shall be maintained in the DFCCIL/RAILWAY. The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc.

A Contractor including a contractor who is already on the approved list shall apply to the **concerned** General Manager (Construction)/ Chief Administrative Officer (Construction)/ **Principal** Chief Engineer/**Principal** Chief Signal & Telecommunication Engineer / **Principal Chief Mechanical Engineer** and **Principal** Chief Electrical Engineer, Divisional Railway Manager, Managing Director, DFCCIL, furnishing particulars regarding :

- (a) his position as an independent contractor specifying Engineering organization available with details of Partners / Staff / Engineers employed with qualifications and experience;
- (b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm, with details about the transport equipment's, construction tools and plants etc., required for the work maintained by him;
- (c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;
- (d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;
- (e) his ability to supervise the work personally or by competent and duly authorized agent;
- (f) his financial position;

3.15.2 An applicant shall clearly state the categories of works and the Area / Zone / Division(s) / District(s) in which he desires registration in the list of approved contractors.

3.15.3 The selection of contractors for enlistment in the approved list would be done by a committee for different value slabs as notified by DFCCIL/RAILWAY.

3.15.4 An annual fee as prescribed by the DFCCIL/RAILWAY from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders etc. Notices shall be send to them on registered e-mailaddress and registered postal address.

3.15.5 The list of approved contractors would be treated as confidential office record.

3.16 Tenderer's Credentials:

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

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

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

Note: Non-compliance any of the conditions set forth therein above is liable to result in the tender being reject.

4.0 Consideration of Tenders:

4.1 Right of DFCCIL/RAILWAY to Deal with Tenders:

The DFCCIL/RAILWAY reserves the right of not to invite tenders for any of DFCCIL/RAILWAY 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/RAILWAY administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

4.1.1 The authority for the acceptance of the tender will rest with the DFCCIL/RAILWAY. 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/RAILWAY to assign reasons for declining to consider or reject any particular tender or tenders.

4.1.2 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/RAILWAY reserves the right to reject such tender at any stage.

4.1.3 If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the DFCCIL/RAILWAY shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the DFCCIL/RAILWAY shall deem such tender as cancelled, unless the firm retains its character.

4.1A Two Packets System of Tendering:

With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.

4.1B Pre Bid Conference: Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, DFCCIL/RAILWAY shall conduct Pre Bid Conference(s) with the prospective bidders.

4.1C Make in India Policy: Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

4.1D 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.

4.1E Clarification of Bids: To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the DFCCIL/RAILWAY 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/RAILWAY shall not be entertained or considered. The DFCCIL/RAILWAY 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/RAILWAY request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

- 4.1F** However, in case of tender more than Rs.10 crore two packet system of tender is to be adopted.

G Tenderer(s) shall upload two files/packets. File-I/Packet-I and File-II/Packet-II.

File-I/ packet-I shall contain Technical Cum Commercial bid and all necessary documents regarding constitution of the firm and other requisite documents/credentials.

- 4.2** **Opening of Tender: E- tenders are opened after closing date and time of submission online bids on website www.ireps.gov.in through Digital Signature Certificate/Encryption Certificate of concern Authorized Officer of DFCCIL on specified date and time. However, if date of tender opening is declared as Holiday, the tender will be opened at the same time on next working day.**

4.2A ELECTRONIC REVERSE AUCTION (E-RA)

(Ref: RBL No. 2017/Trans/01/Policy/Pt-S dated 28.03.2018)

Process of Electronic Reverse Auction (e-RA) shall be adopted for Works tenders on mentioned below:-

A. Tender for Works, Services and Stores Contracts

1.0 Selection criteria for tender cases for Works, Stores and Services proposed through Reverse Auction (e-RA) route:-

- a) In the first phase, following method of purchase through Reverse Auction shall be the preferred method for procurement for Stores tenders valued more than Rs. 5 Cr. in each case and for Works and Services for tenders valued more than Rs. 50 Cr, in each case. (RB Letter No. 2019/RS(G)/779/2 Dated 08.08.2019).
- b) The process of procurement through Reverse Auction shall be followed only in case of tenders where there are at least three approved vendors (where work to be executed/service to be provided/bulk procurement is to be from vendors approved by RDSO/CORE/Pus etc.) or at least three proven/likely competitive sources, prima facie competent for execution of work/provision of service/bulk ordering.
- c) Financial Bids in single currency/parameter only shall be allowed.

2.0 Procedure for award of contracts through Reverse Auction:

- a) The procedure discussed herein shall be fully implemented through IREPS. Any reference to Reverse Auction in these instructions shall imply e- RA.
- b) Conduct and reporting of Reverse Auction shall be as per Annexure-I detailed below.
- c) Each tender should clearly specify essential technical and commercial parameters in a transparent manner. No deviation to such essential Technical & Commercial conditions shall be permitted to the vendors in the electronic bid form.

2.1 Technical Bid and Initial Price Offer:-

- a) (i) In Works and Services related tenders E-RA shall be adopted only for those cases where evaluation is on the bases of single parameter/currency.
(ii) In case of Stores Tenders procuring authority shall decide the bid evaluation criteria in the tender itself, i.e. whether evaluation shall be item wise, or overall tender value wise.
- b) Bidder shall be simultaneously required to electronically submit a Technical & Commercial Bid and Initial Price Offer.
 - (i) In case of Works and Services tenders, offers found eligible for award of contract/meeting eligibility criteria shall be categorized as Qualified for Award of Contract for the purpose of e-RA
 - (ii) In case of Stores tenders, offers found eligible for bulk order shall be categorized as Qualified for Bulk Order for the purpose of RA and offers found eligible for Developmental order shall be categorized as Qualified for Developmental Order for the purpose of RA.
- c) Offers not complying with essential technical & commercial requirements of the tenders shall be declared as Ineligible for award of contract.
- d) Technical & Commercial evaluation of bids shall be done by a Tender Committee, as per extant guidelines, delegation and the estimated value of tender. Recommendations of Tender committee shall be considered by Tender Accepting Authority, as per existing guidelines.
- e) Initial Price Offer of only those bidders categorized as Qualified for Award of contract in case of Works and Services Tenders shall be opened and tabulated by system separately. Extant instructions for electronic tabulation shall apply for tabulation of Initial Price Offers.

2.2 Financial Bid:

Financial Bid shall comprise of Final Price Offer obtained through Reverse Auction. Following conditions and procedure shall be followed in selection of bidders for conduct of Reverse Auction:

- a) **Selection of vendors for Reverse Auction for award of Contract in Works and Services tenders and bulk ordering in Stores tenders:**

Number of tenderers Qualified for Award of contract/Bulk Order	Number of tenderers to be selected for Reverse Auction	Remarks
< 3	NIL	The bids disallowed from participating in the Reverse Auction shall be the highest bidder(s) in the tabulation of Initial Price Offer. In case the highest bidders quote the same rate, the Initial Price of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself.
3 to 6	3	
More than 6	50% of Vendors Qualified for Bulk Order/award of contract (rounded off to next higher integer).	

Note:

- i. * If the number of tenderers qualified for Bulk Order/Award of Contract is less than 3, RA shall not be done and tender may be decided on the bases of Initial Price Offer(s).
 - ii. In case of Stores tenders, selection of vendors for Reverse Auction for developmental ordering: Offers Qualified for Development Order, with initial price offer lower than the highest initial price offer of a vendor Qualified for Bulk Order and selected for Reverse Auction after elimination, shall be allowed to participate in RA. *(RB Letter No. RS(M)/2011/EPS/01 Pt. Dated. 18.10.2019)*
 - iii. MSE Criteria (Not applicable for Works 0: All MSEs (Micro & Small Enterprises) found Qualified for Bulk/Development Orders/Award of Contract but could not be selected for Reverse Auction as per criteria stipulated in para 2.2 (a) and 2.2 (a) Note (ii) above, but are within the range of 15% of lowest Initial Price Offer of the bidder qualified for bulk order shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of initial Price Offer. Such MSEs shall be over and above the number of vendors selected for Reverse Auction, as per para 2.2 (a) and 2.2 (a) Note (ii) above. In case of Stores tenders, lowest initial price bid shall mean lowest initial price bid of vendor qualified for bulk order. However, in case all the bidders qualifying for bulk as well as for developmental order before applying elimination criteria) are within MSE category, this clause shall not apply. *(RB Letter No. RS(M)/2011/EPS/01 Pt. Dt. 18.10.2019)*
 - iv. **Make in India criteria:** All bidders eligible for benefits under Public Procurement (Preference to make in India) Order-2017, found qualified for Bulk/Developmental Order/Award of Contract and are within the specified range of price preference, under the Make in India Policy, of lowest Initial Price offer of the vendor qualified for bulk order shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of Initial Price Offer. Such bidders shall be over and above the number of vendors selected for Reverse Auction, as per para (a) and 2.2 (a) Note (ii) above. However, if all the bids qualified for bulk orders as well as for developmental order (before applying elimination criteria) also qualify under “Make in India Order, 2017” criteria, this clause shall not apply. *(RB Letter No. RS(M)/2011/EPS/01 Pt. Dated. 18.10.2019)*
- b) During Reverse Auction process, bidders shall not be allowed to bid a rate higher than the lowest Initial Price offer.

2.3 (i) Reverse Auction among bids categorized as Qualified for award of contract in case of Works and service tenders shall be conducted on IREPS/Suitable Platform. Bidders shall be able to see the auction screens.

(ii) Reverse Auction among bidders categorized as Qualified for Developmental Order and Qualified for Bulk Order shall be conducted concurrently on IREPS/Suitable Platform in Stores tenders. Qualified bidders shall be able to see both the auction screens i.e. auction screen of Reverse Auction amongst bidders qualified for bulk order and auction screen of Reverse Auction amongst bidders qualified for developmental order. However, bidders shall only be permitted to bid on the respective screens relevant to them as per their qualification. Purchaser shall not be permitted to see any of the auction screens. Purchaser should only be intimated on website about the status of Reverse Auction, i.e. when the auction will start/ had started, whether the auction is live or whether the auction has closed. *(RB Letter No. RS(M)/2011/EPS/01 Pt. Dated. 18.10.2019)*

2.4 In case of Stores Tenders, quantity to be covered on developmental orders shall be limited to 20% of the net procurable quantity. Developmental orders shall be placed in terms of DFCCIL/RAILWAY Board letter No. 99/RS(G)/709/1/Pt. Dated 13/01/2015. The quantity covered on developmental orders may be within or outside NPQ, which may be decided by TC/TAA, before conduct of Reverse Auction.

2.5 After obtaining the final price offers through Reverse Auction, the lowest bid of only those bidders who had participated in the Reverse Auction shall be tabulated and considered for ordering. The offers of bidders which were eliminated from Reverse Auction in terms of Para 2.2 shall be tabulated separately and shall not be considered for any ordering. All the relevant policies of Government of India at the relevant time shall be applicable. *(RB Letter No. RS(M)/2011/EPS/01 Pt. Dated. 18.10.2019)*

2.6 The level of Tender Committee to consider the Final Price Offers shall be determined on the basis of lowest Initial Price Offer of bid Qualified for award of contract in case of Works and services tenders and qualified for Bulk Order in case of Stores tenders, as opened prior to Reverse Auction. In case the level of Tender Committee which evaluated technical & commercial bids as per para 2.1(d) was higher than the level of TC competent to consider lowest Initial Price Offer of bid Qualified for award of contract/Bulk Order, the higher level TC shall continue to finalize such tender cases.

2.7 For specific high value cases centralized at DFCCIL/RAILWAY Board such as procurement Of Wagons, HSD oil, Track Machines, Steel, Rail and such other works/services/procurement, specific e-RA conditions, may be formulated and incorporated in the tender conditions duly vetted by Associate Finance and approved by competent authority.

Procedure for Conduct and Reporting of R.A

(Annexure of RBL No. 2017/Trans/01/Policy/Pt-S dated 28.03.2018)

1. The tendering authority shall solicit bids through an invitation to the electronic Reverse Auction to be published or communicated in accordance with the provisions similar to e-procurement.
2. Convener of the tender committee shall fix the following, on case to case basis, depending upon the nature of item/work/service and complexity of case on hand. **These shall be indicated in the tender for e-RA itself.**
 - a. Initial e-RA period: This shall be the initial time interval for e-RA. e-RA shall be open for this duration.
 - b. Auto extension period: In case any offer is received in the time period equal to auto extension period before close of initial e-RA period, the e-RA shall be extended for time equal to auto extension period from the time of last bid. There shall be no upper limit on number of auto extension. When no offers is received in the last auto extension period, e-RA shall close.
 - c. Minimum decrement in percentage of value of the last successful bid.
3. Date and time for start of e-RA shall be communicated to qualified tenders by the convener after evaluation of the Technical Bids.
4. After submission of Initial Price Bid, tenderers will not be allowed to revise the taxes and other levies.
5. During auction period, identities of the participating tenderers will be kept hidden.
6. Minimum admissible bid value will be last bid value minus minimum decrement as specified by the tendering authority before starting of reverse auction. Starting point for reverse auction shall be the lowest Initial Prices Bid of the tenderer eligible for award of contract.
7. After close of the RA, tabulation of last (minimum) bids received from all the tenderers will be generated and made visible to DFCCIL and participating tenderers.
8. DFCCIL/RAILWAY users can also view the bidding history in chronological order.
9. Bidder shall not be allowed to withdraw their last offer.
10. L-1 will be defined as the lowest bid obtained after the closure of R.A. session for Goods, work and services tenders.

4.3 Conditional offer and Alternative proposal by Tenderer: Tenderers shall submit offers that fully comply with the requirements of the Tender documents including the conditions of contract, design and specification requirements if any. **Conditional offer or alternative offers will not be considered in tender evaluation and will be summarily rejected.** The Tenderer shall have no claims in this regard whatsoever.

“Any unconditional rebate offered by the tenderer should be mentioned on of ‘Schedule of Quantities’ specifically. To attract the rebate mentioned each page of schedule may refer the note for the conditional rebate mentioned in the end. Any rebate mentioned at any other place in tender document shall not be considered. The unconditional rebate mentioned in “Scheduled of Quantities” shall be considered while evaluation of bid.”

4.4.1 Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

4.4 Withdrawal of Offer: No Tender offer can be withdrawn in the interval between the after due date & time of submission and expiration of the Tender validity period. Withdrawal of offer during this period shall result in forfeiture of Tenderer Earnest money in terms of Para 1242 of Engineering code Reprint 2012.

4.5 Omission, Discrepancies & Clarification:

Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour 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.

4.6 Evaluation of Tender/ Bids: Eligibility proposals that are found to be responsive will be evaluated by DFCCIL/RAILWAY to check whether he/they meet the Eligibility Criteria as laid down in section 4.5 (Tender form 4) of tender document. There after declaration about not having conflict of interest, that Tender does not contain any condition and other relevant documents attached with Tender Document may be verified by DFCCIL/RAILWAY. To facilitate evaluation DFCCIL/RAILWAY may at its sole discretion, seek clarifications in writing from any Tenderer on the attached documents in the format as considered appropriate by DFCCIL/RAILWAY. Notwithstanding anything to the contrary contained in the Tender Documents. DFCCIL/RAILWAY may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a Tender Document that does not constitute a material deviation and that does not prejudice or affect the relative position of any Tenderer, provided it confirms to all the terms, condition of Tender Documents without any material deviation, objection, conditionality or reservations.

“No post tender correspondence for submission of additional documents shall be entertained after opening of the Technical & Commercial offers. Evensuo-moto post tender letters of the tenders shall be treated as NULL & Void.”

5.0 Contract Document:

5.1 Execution of Contract Document: The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, CGM, DFCCIL, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from DFCCIL that the Contract Agreement is ready. The Contract Agreement shall be entered into by DFCCIL/RAILWAY only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the DFCCIL/RAILWAY 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/RAILWAY shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

5.1 (A) 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 upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the DFCCIL/RAILWAY, 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/RAILWAY shall be entitled to forfeit Bid Security and other dues payable 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 Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the value of contract.

- (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 favour of FA&CAO (free from any encumbrance) may be accepted.
- (b) 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 upto 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.
- (c) 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.
- (d) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (e) 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/RAILWAY.
- (f) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the 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 may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of these conditions.
 - (iv) The format of Performance Guarantee is at Annexure – XXVI.

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

- (a) For Zone contracts, awarded on the basis of the percentage above or below the applicable chapter(s) of Standard Schedule of Rates (SSOR) for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, **Annexure-II**. During the currency of the Zone Contract, work orders as per specimen form **Annexure-III**, for works not exceeding ₹ 5,00,000 each, shall be issued by the Divisional Railway Manager / Executive Engineer under the agreement for Zone Contract.
- (b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form **Annexure-IV**.

5.3 Applicable charges/recoveries/Advance etc: Please refer to Annexure-XIII of Tender Document.

5.4 Special Conditions of Contract for mandatory updation of Labour data on Railway's shramik kalyan portal by Contractor.

The special conditions are as under:

- A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:
- (a) Contractor shall apply onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.

- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment 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.
- B. 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.” (Rly. Board letter No. 2018/CE-I/CT/4 Dt. 17.10.2018).

6.0 Applicability of part-II of GCC-2022:

“All Standard general Condition of Contract for use in connection with works contract will strictly be applied as per Part-II of Indian Railway Standard Conditions of contract(GCC-2022 i.e. Para 1 to 64(8) along with Annexures)”

Annexure - I

Table of Contents of Tender Document

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Standard Documents applicable to all Tenders and Contracts		
1	General Conditions of Contract Part-I (GCC-Pt I) Instructions to Tenderer & Regulations	Note-I
2	General Conditions of Contract Part-II (GCC-Pt II)	

Note - I: - GCC Pt-I and Pt –II along with latest correction slips are standard documents applicable to all contracts on Northern Railway.

It is available on Northern Railway website: www.nr.indianrailways.gov.in for general information purpose.

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED

SECTION 1: TENDER DETAILS(TOP SHEET)

(A) Details to be filled in by DFCCIL

1.	Mode of Tender	E-Tendering (Open Tender)
2.	Tender Notice No. & date	CGM_UMB_DFCCIL_USFD testing of Rails & Weld_2 dated: 08.07.2024
3.	Tender No.	CGM_UMB_DFCCIL_USFD testing of Rails & Weld_2
4.	Name of the Work	USFD testing of Rail & welds for 2 years for New Pilkhani-Sahnewal section over EDFC in the jurisdiction of CGM/DFCC/Ambala
5.	Estimated Cost of Work	Rs. 73,15,435.07/- (Rupees Seventy Three Lakh Fifteen Thousand Four Hundred Thirty Five and Seven Paise Only) including GST.
6.	Duration of Contract	02 Years
7.	Amount of Earnest Money Deposit (EMD) (Tender Security)	Rs. 1,46,300/- (Rupees One Lakh Forty Six Thousand Three Hundred Only) (Online through ireps.gov.in)
8.	Tender Document Cost	NIL
9.	Offer validity	60 Days
10.	Tender Document can be obtained from website /office at	From 07.08.2024 On www.ireps.gov.in
11.	Last date and time of sale/downloading of Tender Document.	Till 07.08.2024 at 15.00 hrs. on www.ireps.gov.in

12.	Due date & time of submission of Tender Document	Till 07.08.2024 at 15.00hrs.onwww.ireps.gov.in
13.	Due date & time of opening Tender	07.08.2024 at 15.30 hrs. onwww.ireps.gov.in
14.	Place of Opening of Tender Document.	Office of Chief General Manager, DFCCIL Near Anand Market Old Railway Colony, Ambala cantt - 133001 (Haryana) Phone No: 9602370346 E-mail: Sandeep.kumar@dfcc.co.in

NOTE: * If date of tender opening is declared as Holiday, the Tender will be opened at the same time on next working day.

(B) Details to be filled in by tenderer while uploading their offer:

1	Constitution of the firm/ Concern (Tick as applicable)	Sole Proprietorship/ Partnership Firm / Company/ JV/ Society
2	Full name of Sole Proprietorship/ Partnership firm/ Company/ JV/ Society (as the case may be)	
3	Year of formation/ incorporation	
4	PAN NO.	
5	Registered Office Address	
6	Address on which correspondence regarding this tender should be done	
7	Names of the Proprietor/ Partners/ JV members etc	

SECTION -2

TENDER NOTICE

Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, Ambala for and on behalf of President of India invites open e-Tenders for the following works:

Tender No. CGM_UMB_DFCCIL_USFD testing of Rails & weld_2 dated 02.07.2024

Name of the Work:- USFD testing of Rail & welds for 2 years for new Pilkhani-Sahnewal section over EDFC in the jurisdiction of CGM/DFCC/Ambala

Critical Dates		
Code	Activity	Date
D0	Date of availability of tender document on www.ireps.gov.in .	08.07.2024
D1 = D0 + 6 days	Start of submission of offer on www.ireps.gov.in	14.07.2024
D2 = D0 + 30 days	<ul style="list-style-type: none"> • End of Availability of Tender Documents at www.ireps.gov.in. • Opening of tender/offer. 	07.08.2024
The reference time for all the above activities is 15.00 hours.		
NOTE: In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time.		

(Tenderer should keep himself updated about the Tender amendments, Corrigendum, etc. by remaining in touch with the website. Further, NO changes should be made in the final amended Tender Document by the Tenderer).

SECTION 3:

SCOPE OF WORK AND TENDER DRAWINGS

1.	Scope of Work	USFD testing of Rails through B Scan machine(9 Probes), USFD testing of FB welds by phased Array ultrasonic weld testor, USFD testing of AT welds, SEJ of main line & loop lines as per RDSO approved methodology in PKYN-SNL section in the jurisdiction of CGM/Ambala.
2.	Location of Work	PILKHANI- SAHNEWAL SECTION OVER EDFC IN THE JURISDICTION OF CGM DFCCIL/AMBALA
3.	Approximate Cost	Rs. 73,15,435.07/- (Rupees Seventy Three Lakh Fifteen Thousand Four Hundred Thirty Five and Seven Paise Only) including GST
4.	Allocation	NA
5.	Period of completion	24 Months
6.	Definition of Similar Nature of Work to be considered for the above work	“USFD testing of Rails/Welds on main Line with RDSO approved Operator and Equipment”

8.	Cost of work similar in nature to be considered for this Tender	The tenderer must fulfil the Technical Eligibility criteria as described under the head “ Special conditions of Contract ” in the Tender document.
9.	Drawings and sketches duly approved by CA for the Tender	As per plan available with DFCCIL Office

SECTION 4

4.1 Check list to be filled up by tender issuing authority

SN	Description of item to be checked before Issuing Tender Document by Department	Pl fill Yes /No
1.	Has all pages of the Tender Document are numbered serially & signed by the Tender Issuing Authority	
2.	Has the cost of Tender Document mentioned in the Tender Notice.	
3.	Has the Amount of Earnest Money mentioned in the Tender Notice.	
4.	Has the scope of work, location and sketches etc given in Section 3 of Tender document corresponding to TOP SHEET of Form 5	
5.	Has the work of Similar nature defined in Section 3 of the Tender document	
6.	Has amount of single, Similar nature of work for Technical Eligibility mentioned in superscript Note 1 of Form 4	
7.	Has amount of Financial Eligibility mentioned in superscript Note 1 of Form 4	
8.	Has the date, Time & Place of opening mentioned in the Tender Notice	
9	In support of TOP SHEET of Form 5, has SSE wise quantities given in Schedule of rates and Quantities	
10	In support of TOP SHEET of Form 5 and SSE wise quantities, has estimate wise amount given on Tender case file.	

4.2: COVER LETTER

TENDER FORM - 1

(To be submitted by Tenderer on its letter head)

Tender No.: **CGM_UMB_DFCCIL_USFD testing of Rails & Weld_2 dated: 08.07.2024**

Name of Work: USFD testing of Rails & weld for 02 years for New Pilkhani- Sahnawal section over EDFC in the jurisdiction of CGM Ambala

To
Chief General Manager
DFCCIL, Ambala

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work **for DFCCIL**, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **24 months** from the date of issue of letter of acceptance of the tender.

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

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

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

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

5. We are a Labour Cooperative Society and our Registration No. is 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) _____

.(s)

(2) _____

Date _____

Address of the Tenderer(s)

TENDER FORM -2

1. **Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:
 - (a) Tender Forms – First Sheet and Second Sheet
 - (b) Special Conditions/Specifications (enclosed)
 - (c) Bill(s) of quantities (enclosed)
 - (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of Chief General Manager, DFCCIL.
 - (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of Chief General Manager, DFCCIL.
 - (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2. **Drawings for the Work:** The Drawing for the work can be seen in the office of the Chief General Manager, DFCCIL at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of Indian Railway as applicable to DFCCIL except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. 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 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 Form supplied by DFCCIL. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.

5. The works are required to be completed **within a period of Twenty-Four months from the date of issue of acceptance letter.**
6. **Bid Security:**
- (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 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 or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the DFCCIL.
- (c) If his tender is accepted,
- (i) the Bid Security mentioned in sub para(a) above deposited in cash through e- payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
- (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.
- The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the DFCCIL shall return the Bid Security so retained as per sub para(c) above, to the Contractor.
7. Rights of the DFCCIL to deal with Tender: The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.

8. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.
9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the DFCCIL shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the DFCCIL shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

10. Eligibility Criteria:

10.1 Technical Eligibility Criteria:

- (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.
- (b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
 - (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

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

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

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

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

The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.

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

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

Note for Item 10.1:

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

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate,

the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

10.2. Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N crores; where

V= Advertised value of the tender in crores of Rupees

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

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

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

10.3 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VII.

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

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

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

[Explanation for TENDER FORM -2 including Para 10.1 to 10.5 - Eligibility Criteria:

1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that*

Ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

2. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
3. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials*
4. *In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*

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

5. *If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*
6. *In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
7. *In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
8. *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the*

date of quitting the partnership firm (e.g., in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

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

11. Tenderer Credentials:

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

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

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

annexed to the tender and Standard Specifications (Works and Materials) of DFCCIL/RAILWAY as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

14. Documents to be Submitted Along with Tender

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture(JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- (ii) Following documents shall be submitted by the tenderer:
 - (a) **Sole Proprietorship Firm:**
 - (i) All documents in terms of TENDER FORM -2 above.
 - (b) **HUF:**
 - (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
 - (ii) All other documents in terms of TENDER FORM -2 above.
 - (c) **Partnership Firm:**
 - (i) All documents as mentioned in para18 of the TENDER FORM -2.
 - (d) **Joint Venture (JV):** All documents as mentioned in para 17 of the Tender Form (Second Sheet).
 - (e) **Company registered under Companies Act2013:**
 - (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
 - (iv) All other documents in terms TENDER FORM -2 above.

(f) LLP (Limited Liability Partnership):

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by DFCCIL or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).

(g) Registered Society & Registered Trust:

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society
- (v) All other documents in terms of TENDER FORM -2above.

- (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/RAILWAY's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV shall be considered only where permissible as per the tender conditions.
- (vi) The DFCCIL/RAILWAY 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/RAILWAY may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

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

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

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

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 DFCCIL owned and administered by the President of India for the time being, OR

ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR

iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

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

THEN

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

- b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the DFCCIL 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/RAILWAY, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

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

JOINT VENTURE (JV) IN WORKS TENDERS

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

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

17.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each

in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

17.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

17.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

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

- (i) Cash through e-payment gateway or as mentioned in tender document, or
- (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

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

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

17.8 Approval for change of constitution of JV shall be at the sole discretion of the DFCCIL/RAILWAY. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

17.9 Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

17.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee,

Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

17.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted alongwith the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the DFCCIL before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated DFCCIL/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:

17.11.1 Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the DFCCIL/RAILWAY for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.

17.11.2 Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

17.11.3 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

17.12 Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

17.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the DFCCIL/RAILWAY in respect of the said tender/contract.

17.14 Documents to be enclosed by the JV along with the tender:

17.14.1 In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:

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

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

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

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

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

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

- (i) A copy of LLP Agreement

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

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

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Rules & Regulations of the Society
- (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.

17.14.6 All other documents in terms of TENDER FORM -2 above.

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

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

(a) For Works without composite components

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

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum 25% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 25% of advertised value of the tender.

(b) For works with composite components

The technical eligibility for major component of work as per para 10.1 above, shall be

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

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum 25% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 25% of cost of any component of work mentioned in technical eligibility criteria.

Note for Para 17.15.1:

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

b) Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.

17.15.2 Financial Eligibility Criteria

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

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

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

17.15.3 Bid Capacity

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

18. Participation of Partnership Firms in works tenders:

18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered

with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from DFCCIL/RAILWAY and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the DFCCIL and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform DFCCIL/RAILWAY before hand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor

shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

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

18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following 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 the DFCCIL/RAILWAY for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the DFCCIL/RAILWAY 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/RAILWAY, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

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

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

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

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

- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by DFCCIL or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (iv) All other documents in terms of TENDER FORM -2 above.

18.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in TENDER FORM -2 above.

19.0 Advances to Contractor –

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

(Signature)
(Designation)

_____ DFCCIL Date _____
Date _____

ANNEXURE - I (Contd. ...)

TENDER FORM -2**SECTION 4.3: General information of the Tenderer**

SN.	Item Description	Item Details	Page No.
1.	Name of the Tenderer		
2.	Constitution of Tenderer (Tick as applicable)	Sole Proprietor /Partnership Firm/ Pvt. Ltd Co./Public Ltd. Co./ JV/ Society / (any other)	
3.	Act under which Tenderer is Registered	Company Act, Firm & Societies Act, Co-operative Societies Act, Income-tax Act, /...(any other) etc.	
4.	Registration details		
5.	PAN No.		
6.	GSTIN No.		
7.	Registered Address		
8.	Communication Address along with Telephone, Fax and Email address		
9.	In case of Joint Venture (JV), MoU and other details		
10.	Details of Bank account on which payment shall be released		

SECTION 4.3: General information of the Tenderer contd.

a	Name of Bank, branch with IFSC code		
b	Account type, Account No.		
c	MICR No.		
d	Partners of accounts in the bank		

Superscript Notes:

1. Please submit the supporting documents demonstrating the status of Applicant / Tenderer as legal person corresponding to its constitution like certificate of incorporation along with Memorandum and Article of Association in case of Pvt./Public Ltd. Co., copy of partnership deed, Affidavit in case of sole proprietor etc. as the case may be.
2. Please submit the copy of the registration certificate as applicable, PAN card, GSTIN certificate should be enclosed.
3. In case of Joint Venture, details as per Annexure-VIII need to be submitted. JV firms are not allowed to participate in the works costing less than or equal to **Rs.10.00 Crores.** **(Railway Board letter no: 2002/CE-I/CT/37 JV Pt.VIII Dated: 14.12.2012.**
4. Details of all the partners of the subject bank account need to be disclosed by the Tenderer on its letter head under the signature of person who is authorized to operate the subject bank account.

TENDER FORM -3

SECTION 4.4:

POWER OF ATTORNEY FORMAT FOR AUTHORISED SIGNATORY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with Stamp Duty Act. The stamp paper should be in the name of the Firm / Company who is issuing the Power of Attorney in favour of Authorized Signatory).

POWER OF ATTORNEY

Know all men by these present, wedo hereby constitute, appoint and authorize Mr./Ms. who 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 DFCCIL representing us in all matters, dealing with DFCCIL in all matters in connection with our Tender for the said work.

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. day of.....20...

Place:

(Signature... .. ,
Name& Designation in Block letters of Person
authorized to sign Power of Attorney for and on
behalf of the Applicant Tenderer)

Common Seal of Company

I accept.

(Signature of Authorized Signatory)
Name and Designation of AS

Notes:

- (a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (b) Please refer to Para.....of GCC Part-I for requirement of the Documents to be submitted in different cases of Tenderer being Sole Proprietor, Partnership, Private / Public Limited Company etc.
- (c) The obligations to DFCCIL will not be affected by changes in the composition of the firm made subsequent to the opening of the tender / execution of the contract and / or grant of Revised Power of Attorney, if any, by the tenderer. However, changes in composition of the Firm and / or Revised POA should be promptly advised in writing to the Tender Issuing Authority / Contract Signing Authority as the case may be.

<p><u>Witness 1:</u> Signature..... Name..... (In Capital) Address.....</p>
<p><u>Witness 2:</u> Signature..... Name..... (In Capital) Address.....</p>

TENDER FORM -4A**SECTION 4.5: DETAILS OF WORKS COMPLETED IN LAST 7 FINANCIAL YEARS i.e.....ON WARDS TO ADJUDGE TECHNICAL ELIGIBILITY****(All figures in Rs Lacs)**

SN	Name of the Work	Final cost of Completed work	Actual Date of Completion	Name & Nature of the Firm	Completion Certificate at Page	%age of the Tenderer	Amount for Technical eligibility
	1.	2	3	4	5	6	7= 6x2
1.							
2.							
Total							

Superscript Notes:

- The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited.
Three similar works costing not less than the amount equal to 30% of advertised value of tender, or Two similar works costing not less than the amount equal to 40% of advertised value of tender, or
One Similar work costing not less than the amount equal to 60% of advertised value of tender.
- Letter of Acceptance issued by Competent Authority in favour of Name of the firm who had executed the work duly stating Name & cost of the Work, Original Date of Completion etc., against which the completion/Experience certificates have been attached with the tender document, must be enclosed.
- Completion Certificate issued by Competent Authority in favour of Name of the firm who had executed the work duly stating Name & Final cost of the Work, Date of Completion etc. must be attached. No printed Document like annual report etc. should be attached with Tender Document.

4. Please go through the Annexure-VIII. If Work was executed jointly with other Firms, amount for credentials will be considered as per applicable percentage (%age).
5. All Documents must be submitted along with the Tender failing which the claimed credentials as above will not be considered at the time of evaluation of Tender. It.

TENDER FORM -4B**SECTION 4.5: DETAILS OF PAYMENT RECEIVED IN LAST 3 FINANCIAL YEARS i.e.ONWARDS TO ADJUDGE FINANCIAL ELIGIBILITY****(All figures in Rs Lacs)**

SN	Name of the Work	Final cost of work	Date of Completion	Name & Nature of the Firm	Completion Certificate at Page	%age of the Tenderer	Contractual Payment received during					Amount for Financial eligibility
							CF Y	LFY 1	LFY 2	LFY 3	Total	
	1.	2	3	4	5	6	7	8	9	10	11	12 =(6x11)
1.												
2.												
3.												
	Total											

Superscript Notes:

1. Please specify details of work undertaken for which payment has been received during last 3 Financial year and current financial year up to the date of opening of tender.
2. Letter of Acceptance issued by Competent Authority in favour of Name of the firm who had executed the work duly stating Name & cost of the Work, Original Date of Completion etc., against which the completion/Experience certificates have been attached with the tender document, must be enclosed.
3. Please go through the Para 3.7 and Annexure-VIII. If Work was executed jointly with other Firms, amount for credentials will be considered as per applicable percentage (%age).
4. Form 16A issued by Payment Disbursing Authority (other than Private Individual) for each Financial Year (for last 3 financial year and Certificate of payment received during current financial year up to the date of opening of tender) must be attached.
5. All Documents must be submitted along with the Tender failing which the claimed credentials as above will not be considered at the time of evaluation of Tender. It will lead to disqualification of Tender.

Sign. Of Tenderer

for DFCCIL

TENDER FORM -5

SECTION 4.6: TOP SHEET FOR SCHEDULE OF RATES / QUANTITIES

All figures are in Indian Rupees

TENDER SCHEDULE

C.P= 24 MONTHS

SCHEDULE**USFD testing of Rail & welds for 2 years for New Pilkhani-Sahnewal section over EDFC in the jurisdiction of CGM/DFCC/Ambala.**

SNO	DESCRIPTION OF ITEM	APP.USSOR Value in Rs.	Escalation %	COST Rs.	%age Above or Below or at Par
SCHEDULE A FOR USSOR ITEMS					
1	% Above/Below/At Par on All Items Appearing in Chapter No. 14 of USSOR-2021 Edition	3318928.30	75.83	5835671.63	
SCHEDULE B FOR NS ITEMS					
3	Item rate for carrying out USFD testing of Alumino Testing (AT) welds on all types of rails, using 0 degree (2MHz) double crystal: 70 degree (2MHz) 20mm x20mm single crystal probe for head & flange testing: 2 nos 45 degree (2 MHz) single crystal with tandom rig for testing from rail top to bottom & for half moon testing and 70 degree (2MHz) 20 mm x20mm side looking probe by NBC (Need based concept) method under traffic conditions as per provisions of IR's " Manual & specifications for Ultrasonic testing of Rails/Welds & related instructions duly marking the defects, submission of daily reports and storing back-up data as specified & directed. The rates are inclusive of contractor's men, materials & machines, all taxes, GST etc. complete unless otherwise specified and directed : (A) " With Contractor's USFD machine : Track having more than 3 rail panels.	1479763.44	0.00	1479763.44	
4	Total Cost	4798691.74		7315435.07	
5		In Words:-			
6		In Figures			
Note:- Rates should be inclusive of all taxes as applicable from time to time including GST.					

Sign. Of Tenderer

for DFCCIL

- (a) The quantities shown in above Schedule are approximate and are as a guide to give tenderer(s) an idea of quantum of work involved. Item wise break up of Schedule is attached for information only. The DFCCIL/RAILWAY reserves the right to increase/decrease and/or delete or include any of the quantities given above & no extra rate will be allowed on this account.
- (b) The rate/s must be quoted in figures as well as in words. In case of discrepancy between the rate(s) quoted in figures and in words, the rate quoted in words shall prevail. **Rates quoted without mentioning % above/Below/ At PAR, tender shall be rejected.**
- (c) In case tenderer/s quote/s multiple rates (including rebate on specific chapter or item) against any group (each row); the offer **shall be rejected.**

I/We undertake to do the work at % above/below/at par rates quoted above on the specified Schedule of Rates (as amended from time to time) and at the rates quoted above for Non Scheduled items.

Dated.....

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

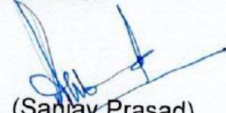
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)

Joint Secretary (PPD)

Email ID: js.pfc2.doe@gov.in

Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



F.No.6/18/2019-PPD
 Ministry of Finance
 Department of Expenditure
 Public Procurement Division

161, North Block,
 New Delhi
 23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

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- entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.
- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
- a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

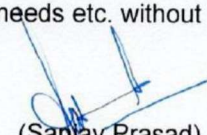
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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- 15.1 This Tender shall be governed by Preamble and General instructions to tenderers, General condition of Contract, Special conditions of contract, Technical Specifications, Additional Technical specifications (if any), Drawings, Forms, Annexures, etc.
- 15.2 If there are varying or conflicting provisions in the documents forming part of the contract, Engineer shall be deciding authority with regard to the intentions of the provision and decision of Engineer will be final and binding on the contractor.
- 15.3 **Scheme of work:** - Within a period of 15 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for execution of work and various documents enumerated in tender papers to the employer.
- 15.4 Quality Assurance Plan for Substructure and foundation:- **Deleted**
- 15.5 Quality Assurance Plan for Superstructure:- **Deleted**
- 15.6 **Expenses of Employer's/Engineer's Representative** – All the expenses of Employer's/Engineer's representative shall be borne by the Employer whether the inspected material is finally utilised in work or not.
- 15.7 The decision of the Engineer shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.
- 15.8 This programme of the Contractor shall generally cover the followings: - Deleted
- 15.9 Deleted
- 15.10 **Work By Other Agencies**
- (a) Any other works undertaken at the same time by the Engineer direct or through some other agency at the same time or section where the contractor is carrying out his work will not entitle the contractor to prefer any claim regarding any delays or hindrances he may have to face on this account but the Employer shall grant a reasonable extension of time to the contractor. The contractor shall comply with any instruction which may be given to him by the Employer in order to permit simultaneous execution of his own works and those undertaken by other contractors or the DFCCIL without being entitled on this account on any extra charge.
- (b) The contractor shall not be entitled to any extra payment due to hindrance resulting from normal Railway operations, such as delay on account of adequate number of and duration of blocks not being granted, operational delay in movement of work trains extension of time to the contractor.
- 15.11 **Infringement of patents:**
- (a) The Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trademark, except where these are specified by the Employer himself. Royalties where payable for the use of such patented processes, registered drawings of patterns shall be borne exclusively by the Contractor. The contractor shall advise the Employer of any proprietary right that may exist on such processed drawings or patterns which he may use of his own accord.
- (b) In the case of patent taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings, or patents for which he holds a licence, the signing of the Contract automatically gives the Employer the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Employer, he shall be entitled to claim damages from the contractor

on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.

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

15.12 **Insurance (CAR Policy) -**

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

- (a) Liability for death of or injury to any person/ Employer's staff / animals or things or loss of or damage to any property / things / the work of other contractor (other than the work) arising out of the performance of the Contract.
- (b) Construction Plant, Machinery and equipment brought to site by the Contractor.
- (c) Any other insurance cover as may be required by the law of the land.

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

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

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

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

If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the engineer in the insurance policies mentioned above, then in such cases, the engineer may effect and keep in force any such insurance or further insurance on behalf

of the Contactor. The recovery shall be made at the rate of 1.5 times the premium/premiums paid by the Engineer in this regard from the payment due to the Contractor or from the contractor's Performance security. However, the Contractor shall not be absolved from his responsibility and /or liability in this regard.

15.13 Accident: -

- (a) The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.
- (b) The contractor shall indemnify and keep the employer indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons sustained due to the acts or omission of the contractor, his sub-contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.
- (c) The contractor' liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by workmanship, material, execution or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs.5 lakh for any one accident.
- (d) The contractor shall be responsible for all repairs and rectification of damages to completed works or works under execution due to DFCCIL accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installation are provisionally handed over to the employer.

15.14 Safety Measures:-

- (a) The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway premises, but shall then conform to the rules and regulations of the Railway if and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the Railway siding and premises, the contractor shall provide flagman or look out men for protection of such persons. The employer shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work.
- (b) Deleted
- (c) The contractor shall abide by all Railway regulations in force for the time being and ensure that the same are followed by his representatives, Agents or sub -contractors or workmen. He shall give due notice to his employees and workers about provision of this para.
- (d) The works must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on the Railway, in such a way that they do not hinder Railway operation or affect the proper functioning of or damage any DFCCIL equipment, structure or rolling stock except as agreed to by the employer, provided that all damage and disfiguration caused by the contractor at his own cost failing which cost of such repairs shall be recovered from the contractor.
- (e) If safety of track or track drainage etc. is affected as a consequence of works undertaken by the contractor, the contractor shall take immediate steps to restore

normal conditions. In case of delay, the employer shall, after giving due notice to the contractor in writing, take necessary steps and recover the costs from the contractor.

15.15 Guarantee / Defect Liability Period:-

- (a) The Contractor shall guarantee that all the works executed under this contract shall be free from all defects and faults in material, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations,
The contractor(s) shall satisfactorily maintain the work(s) completed by him/them for the following periods commencing from the date of completion certificate-
Description of Work Period of Maintenance-
- (i) Earth work, supply of materials, hiring of vehicle, water supply, transportation, AMC and housekeeping contract- **Nil**
- (ii) Repair and maintenance work including Zonal work - **3 Months.**
- (iii) New work except earth work - **6 Months.**
- (b) During the period of guarantee the Contractor shall keep available an experienced engineer / man power to attend to any defective works / installations resulting from defective erection and/or defect in the installation supplied by the Contractor. This engineer shall not attend to rectification of defects which arise out of normal wear and tear and come within the purview of routine maintenance work. The contractor shall bear the cost of modifications, additions or substitutions that may be considered necessary due to faulty materials or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Engineer his successor(s)/Nominee.
- (c) During the period of Guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the executed work whether such parts / structural elements of his own manufacture or those of his sub-contractor / supplier whether arising from faulty materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of parts of executed work detected during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Employer at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Employer.
- (d) If it becomes necessary for the Contractor to replace or renew any defective portion of the structural elements until the expiration of six month from the date of such replacement or renewal or until the end of the above-mentioned period whichever is later.
Such extension shall not apply in case of defects of a minor nature, the decision of the Chief General Manager or his successor/nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period the Employer may proceed to do work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the Employer may have against the Contractor in respect of such defects or faults.
- (e) The repaired or renewal parts structure shall be delivered / supplied and erected / executed on site free of charge to the employer.

- (f) Any materials, fittings, components or equipment/structure supplied under items for supplying / providing and fixing in schedule shall also be covered by the provisions of this paragraph. The liability of the Contractor under the guarantee will be limited to re-supply of components / structure installation and fittings.

15.16 Final Acceptance:-

- (a) The final acceptance of the entire work executed shall take effect from the date of expiry of the period of guarantee / Defect Liability period as defined in paragraph (a) of 1.15 above of the expiry of the periods of guarantee , provided in any case that the Contractor has complied fully with his obligations under clause (a) of .15, provided also that the attention has been paid by way of maintenance by the Employer.
- (b) If on the other hand the contractor has not so complied with his obligation under Para (a) of 1.15 above in respect of any work, the Employer may either extend the period of guarantee in respect of that work until the necessary works are carried out by the Contractor or carry out those works or got them carried out suo moto on behalf of the Contractor at the Contractor's expenses. After expiry of the period of guarantee for each work, a certificate of final acceptance for the section shall be issued by the Employer and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Employer.
- (c) The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.
- Notwithstanding the issue of final acceptance certificate the Contractor and the Employer (subject to sub-clause as above) shall remain liable for fulfilment of any obligation incurred under the provision of the contract prior to the issue of final acceptance certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

15.17 Payment: -

- Payment will be governed by the terms specified in Part-I of IR GCC April 2022 and in accordance with accepted schedule of prices, read with relevant para of the other parts and Chapters of the Tender Papers. The employer retains the right to withhold money due to the contractor arising out of this contract for any default of the contractor.
- (i) The Contractor shall, whenever required, produce or cause to be produced for examination by the Employer any quotation / invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in anyway relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this Contract (the decision of the employer on the question of relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required, to prove to the Employer that materials supplied by him are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the Employer shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection. The Contractor should seek prior

- permission from the employer for subletting whole and/or part of the work to any sub-contractor.
- (iii) The obligations imposed by sub-clause (i) and (ii) above are without prejudice to the obligation of the Contractor under any statute, rules or order binding to the Contractor or other conditions of the contract.
- (iv) It is an agreed term of the contract that the employer reserves 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.
- 15.18 All payments in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS) / National Electronic Funds Transfer (NEFT/RTGS/ Letter of Credit). The successful tenderer on award of contract must submit ECS/NEFT/RTGS/ Letter of Credit. Mandate Form complete in all respects as detailed at Form No. 8 of the tender document. However, if the facility of ECS/NEFT/RTGS/ Letter of Credit is not available at a particular location, the payments shall be made by cheque.
- 15.19 Deleted
- 15.20 **Mobilization Advance:-** (Applicable for Advertised tender of value more than Rs. 25.00 crore)
- 15.21 **Arbitration:-** Refer to clause 63 of GCC.

15.22 **GST**

The rates are inclusive of all statutory taxes including GST. 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.

15.23 **PERMITS, FEES, TAXES & ROYALTIES**

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all taxes and duties including GST tax. GST will be paid by Contractor as per prevailing rate.

The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.

15.24 **STATUTORY INCREASE IN DUTIES, TAXES ETC**

The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended provide for works duly and properly completed in accordance with the General and Speci (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, Including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools all apparatus and plant required on the works, except such

tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, balling, 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 Railway, the setting of all work and of the construction, repair and upkeep of all center bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and mpensation 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 or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the specification.

Further DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc including GST. At the time of quoting/bidding contractor should bear the above fact in mind. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

15.25 **EXCISE DUTY OR ANY OTHER TAXES/DUTIES:**

The contractor shall bear full taxes /duties including GST duties levied by state government and / or Central Government/ Local bodies from time to time. This would be entirely a matter between the contractor and the State / Central Government/ Local bodies. No claim, what so ever, on this account shall be entertained by DFCCIL.

15.26 **ROAD TAX CHARGES:**

Road Tax/Charges levied by Government for movement of vehicles of contractor, used in transportation, shall be borne by the contractor and no re-imbusement on this account will be made by the DFCCIL.

15.27 **FOREIGN EXCHANGE REQUIREMENTS:**

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

15.28 **ANTI PROFITEERING CLAUSE.**

The contractor should adhere to anti profiteering provisions as per section 171 of the CGST Act. Where due to change in the rates GST/Change in law, the contractor gets any credits/benefits, the same shall be passed on to DFCCIL by way of reduction in prices.

15.29 **INTEGRITY PACT:-**

As per office memorandum no F.No DPE/13(12)/11-Fin Dated 09.09.2011 issued by Ministry of Heavy Industries (DPE) all PSU should enter into Integrity pact in the required proforma in their procurement transaction/ Contracts with suitable changes specific to the situation in which the pact is to be used. The pact, entering into which would be a preliminary qualification for any bidder, essentially envisages an agreement between the prospective vendors / bidders and the DFCCIL, committing the persons/ officials on both sides not to resort to any corrupt practices in any aspect / stage of the contract. A copy of pre contract integrity pact is enclosed as form no. 20 for signature of bidder as acceptance, as and when Independent External monitor is appointed.

15.30 (PRECAUTIONS TO BE TAKEN FOR WORKS ON OR ALONG SIDE TRACK)

15.30.1 SAFE WORKING METHODS:

- 1.1 All or some of the works executed under this contract involve works on or alongside the DFCCIL/Railway track on which the Railway/DFCCIL traffic is kept operative during or immediately after the completion of one or more phases of the contract work. In view of this position maintaining safe working conditions at the work site at all times for the safe passage of the Railway/DFCCIL traffic is a primary over-riding condition required to be fulfilled by the contractor at all times.
- 1.2 For this purpose, it is understood and agreed to by the contractor that the work executed by him or by his workmen under this contract shall at all times fulfill all the safety conditions in force on the Railway/DFCCIL from time to time to operate the Railway/DFCCIL traffic.

15.30.2 INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVES:

- 2.1 The contractor shall at all times, execute the contract work only in the presence of and under the superintendence of the Engineer's Representative or a Railway/DFCCIL employee specifically appointed on his behalf. No work under the contract shall therefore be commenced by the contractor without the express permission of the Engineer's Representative.
- 2.2 The contractor shall always execute the work under this contract in strict compliance with the instructions /directives by the Engineer's representative. Any act of non-compliance with the instructions/ directives issued by the Engineer's representative shall be considered as a default of the Contractor where after DFCCIL shall be free to take further appropriate action as provided in the contract for dealing with such defaults of the contractors. The decision of the Engineer's representative where there has been an act of non-compliance with the instructions /directive of the Engineer's Representative for the purpose of this clause shall be final and conclusive.
- 2.3 The instructions /directives by the Engineer's Representative shall not however absolve the contractor or his representative or reduce his Responsibility in any manner whatsoever in regard to maintaining at all time the safe working conditions at the work site.

15.30.3 PROTECTION OF THE WORK SITE

- 3.1 On Railway/DFCCIL track where the train traffic will be operational during the execution of the contract work the protection of the works site as considered appropriate and adequate shall be arranged by the Contractor.
- 3.2 Not with standing the aforementioned protection at the works site, the contractor shall be responsible for providing appropriate and adequate system for warning the contractor's workmen about the train traffic on or in the vicinity of the site of work. The decision of Engineer's Representative whether the facilitates provided by the contractor in this regard are appropriate and adequate or not shall be final and conclusive.

15.30.4 NON-COMPLIANCE WITH THE INSTRUCTION/DIRECTIVE OF THE ENGINEER'S REPRESENTATIVE.

- 4.1 The contractor shall always comply with the instructions/ directive issued by the Engineer's representative from time to time. In the event of any non compliance with such instructions/directives, apart from and in addition to other remedies available to DFCCIL as specified here in above, the Engineer's representative may employ at the work site, DFCCIL workmen with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered

movement of DFCCIL/Railway traffic. The decision of the Engineer's Representative in regard to the need, appropriateness and adequacy of the deployment of the Contractor/DFCCIL workmen with necessary equipment shall be final and conclusive.

- 4.2 When DFCCIL workmen with necessary equipment are deployed in the above manner, recovery at the following rate shall be made from the contractor's due under this

contract or any other amount of the contractor available with the DFCCIL under this contract or other contract. The recovery for the total DFCCIL workman hours employed at the work site for the above purpose shall be made at the rate of Rs. 200/- (Rs Two hundred only) per workman hour irrespective of the type and grade of the railway employee actually employed. The aggregate period from the time DFCCIL workmen are actually deployed at the work site till the work is completed to the satisfaction of the engineer's representative whose decision in this regard shall be final and conclusive.

15.30.5 PERSISTENT NON-COMPLIANCE WITH INSTRUCTIONS/ DIRECTIVES OF ENGINEER'S REPRESENTATIVES

- 5.1 If the contractor does not comply with the instructions/directives of the Engineer's Representative apart from and in addition to the remedies available to DFCCIL as specified herein above without prejudice to DFCCIL's rights in this regard the Engineer's Representative, which for the purpose of this clause shall include the representative of Civil Engineer Department appointed by DFCCIL can suspend the contractor's work till the Engineer's Representative is satisfied that the contractor is in a position/will comply with the instructions/directives issued by the Engineer's Representative.
- 5.2 The decision of the Engineer's Representative in this regard shall be final and conclusive. The contractor shall not have any claim whatsoever against the DFCCIL for such short term/long term suspension of the contract work.
- 5.3 During the above mentioned period of suspension of work the contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt of the contractor shall be deemed to be an unauthorized work on DFCCIL track. For such acts, the contractor shall then be liable for further appropriate action under the relevant provisions of the Indian Railway Act.
- 5.4 Safety of the Contractor's men working on the track is responsibility of the Contractor's representative and the DFCCIL/Railway will in no case be responsible for compensation required to be paid to the contractor's man in the event of any accident / mishap. For this contractor shall sign an indemnity bond in DFCCIL Office on stamp papers.
- 5.5 A daily progress as required by Railway/DFCCIL will be ensured by the contractor.

15.30.6 The work will be done by the contractor to the entire satisfaction of Engineer-in-charge or his representative at site who will accord such a certificate in respect of all operations involved in site order book at the end of each day.

15.30.7 Before starting the work inventory of the existing fittings and fastening of the track will be jointly taken by DFCCIL representative and contractor or his authorized representative, if required. A copy of this inventory will be submitted to Dy.PM/PM and to DFCCIL office divisional office. In the event of loss of any of the existing fittings and fastenings the contractor will have to pay the cost of new material at the prevailing rate fixed by DFCCIL plus 12½% as departmental charges. The track will be handed over to the DFCCIL in stages of one Km. Until the track is handed over back to Engineer-in-Charge or his representative the contractor will be responsible to ensure that no fitting / fastenings is lost from the newly laid track. Shortage of any P. Way fittings if any will be reported by key men of the section to Engineer-in-Charge or his representative of the work who will immediately intimate to the contractor and get it replaced at his cost.

- 15.30.8** Any damage caused to the track, during the execution of work both in normal and abnormal condition will have to be re-repaired by the contractor at his cost.
- 15.30.9** All the operation of the above work will be done on running track and nothing extra shall be paid to the contractor on this account.
- 9.1 No extra charges for loading, unloading, leading the material to the site of work and loading of released materials back to loading point will be paid by DFCCIL except that mentioned in the tender schedule.
- 9.2 The Contractor is required to complete all the operation viz. lifting, packing, alignment, raising etc. in order to make fit to the prescribed speed with his own labour.
- 9.3 P.Way materials excluding rails and sleepers will be handed over by DFCCIL at the IMD/ISMD/DFCC station Godown as nominated by IMD incharge i.e. either at nearest DFCCIL Station of site of work or nearest IMD/ISMD Godown whichever is convenient to IMD Incharge. Released material will be sorted out by the contractor with his own labour and cost and separate stacks for SH and unserviceable material will be made at a location as finalized by the IMD Incharge of the section.

15.30.10 TOOLS-

- Track tools required for this work will be arranged by the contractor.
- 10.1** All the tools and plants as required to execute the work will be arranged by contractor at his cost and nothing extra shall be paid on this account.
- 10.2** The contractor will ensure reconditioning / repair of the tools and plants at his own cost to keep them fit for use. He will repair the worn out tools at his own cost and nothing extra will be paid on this account.
- 10.3** The contractor should ensure that labour on work removes their tools clear of the track on the approach of the train. After the day's work the contractor should secure tools in proper tool boxes and in no case the labour be permitted to take tools to their homes. Tools should not be allowed to fall in unwanted hands who can tamper with the Railway/DFCCIL track.
- 10.4** Deleted.

15.31.1 Other Special Conditions

- 1.1** The Contractor shall, if and when so requested by DFCCIL, will provide the manpower at the Location as may be required by DFCCIL, at the agreed rates and terms & conditions. The detailed scope of services, skills/experience and the tentative number of outsourced personnel and their tentative deployment is given in the Bid document.
- 1.2** It shall be the responsibility of the Contractor to provide the persons in various categories (as mentioned in schedule of offer/ detailed scope of work for gang) as per the requirement of work. The qualification and experience of the manpower deployed for the job shall be as per specific work mentioned in the detailed scope of work.
- 1.2A** The Contractor shall arrange number of gangs as directed by Engineer IN-Charge at any point of time and location
- 1.3** If the performance of the persons/ supervisor is unsatisfactory, DFCCIL shall give a notice of 15 days to the Contractor to take necessary action to improve the performance of persons/ supervisor and if the performance does not improve even after 15 days of such communication, the Contractor shall provide additional list of eligible/ Suitable candidates for replacement to DFCCIL within 05 days' time failing which the remuneration for delayed period in respect of such person will be deducted from amount due to firm/ agency.
- 1.4** The age of manpower deployed by the agency shall not exceed 55 year at any time throughout the contractual period, except up to 65 years in case when retired P-Way Personnel from Railways is engaged.
- 1.5** **Provision of Efficient and Competent Staff at Work Sites by the Contractor:**
- 15.5.1** The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound &

proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

15.5.2 The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

15.5.3 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

15.6.1

15.6.2 **MODUS OPERANDI FOR ENGAGEMENT: -**

- 2.1 The Contractor shall provide the list of shortlisted eligible/ suitable candidates to DFCCIL. Screening of candidate will be carried out by the Contractor with consent of DFCCIL representative (APM/Dy. PM) as per requirement of works as prescribed and only suitable candidates will be allowed for deployment.
- 2.2 The Contractor alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Contractor for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Contractor and Contractor shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 2.3 The Contractor shall maintain all registers required under various Acts, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 2.4 Deleted.
- 2.5 Notwithstanding anything herein contained, the Contractor will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Contractor or of any persons deployed by it pursuant to the Contract.
- 2.6 The Contractor is also liable to arrange for the replacement of the existing persons/ welders with the consent of DFCCIL officials (JPM/APM/Dy. PM).
- 2.7 The engagement of persons/welders shall be purely on temporary basis. The Contractor shall at all times make it absolutely clear to the persons/ welders hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any persons/ supervisor deputed in DFCCIL can be removed any time by giving notice to the Contractor and the staff in the circumstances provided herein above. The Contractor will have to provide suitable replacement acceptable to DFCCIL within 05 days' time.
- 2.8 The Contractor would comply with the statutory requirements; rules and regulations applicable to persons/ supervisor engaged to DFCCIL and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- 2.9 The Contractor shall provide adequate cover to the persons/ welders for death, disability, sickness etc. DFCCIL shall not be liable to pay or bear any premium / compensation at any stage in respect of Insurance made by Contractor to cover the

risk (death, disability, sickness) etc.

2.10 The persons/ supervisor shall at all-time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of DFCCIL.

2.11 The Contractor shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil, that may be initiated against DFCCIL on account of and/or arising out of the failure of the Contractor to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.

2.12 In case the persons/ welders deployed by the Contractor is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.

2.13 In case the persons/ welders deployed by the Contractor is found to be involved in any illegal activities, he will be immediately replaced.

2.14 Contractor shall provide identity cards bearing the photographs to all persons/ welders deployed in DFCCIL at its own cost.

15.7 Working Hours of Persons/ welders:-

15.7.1 Penalty –

(a) In the event of accident at the work site, the departmental enquiry will be held and in case it is established that derailment/accident has occurred on account of the contractor's negligence or the negligence of his men, damages at the following rates will be recovered from contractor: -

Accident involving use of accident Relief train = As per cost born by DFCCIL for ART+ Rs.50,000/-.

Nominal accident not involving use of accident relief train Rs. 50000/-

(b) Penalty for an amount of Rs. 500/- to Rs.2000/- depending on the nature of unsatisfactory service, will be deducted from the due amount as per desecration of Engineer in the following conditions:

- Any in-disciplined behavior by the staff.
- Discourteous behavior towards any officer or staff of DFCCIL.
- Not carrying out the duties listed in the scope of work in a satisfactory manner.
- Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL.

(c) Penalty for some of the breaches in services will be as follows: -

Type of breaches	Amount of Penalty
Staff not in proper PPE Kit.	Rs.100/- per staff per day

15.7.2 In case the services of the Contractor are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or fails/neglects to carry out any instruction issued to it by DFCCIL from time to time the same can be terminated by DFCCIL on giving of a notice of one month. In case of unsatisfactory performance of the contract, a warning letter will be issued to the Contractor. In case corrective action is not taken, DFCCIL shall have the right to terminate the agreement without any further notice. Unsatisfactory service in this case would be frequent absence or poor attendance of workman, inability to provide replacement, lackadaisical work in maintaining cleanliness, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.

The Contractor shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Contractor, such action should be taken only with approval of DFCCIL.

15.7.3 Safety Requirements: - Uncompromising Quality and Safety standards are considered as part of work carried out at all Work Sites at DFCCIL and therefore Zero Tolerance towards non-compliance. Site activities require total compliance to safety procedures and guidelines as provided on I.R.GCC July-2014 & as per latest IRPWM/AT Welding manual. Accordingly, at all work sites where contractor's personnel are deployed, they shall comply to Safety Procedures, Norms. All Contractor Staff/ Labour shall use PPE kit during working at site or travelling on DFCC vehicle for work.

15.7.4 Normally works will be executed as per Indian Railway Permanent Way Manual 2020 Indian Railway Works Manual, Indian Railway Bridge Manual and any relevant Indian Railway Manual applicable to the particular item. In addition to that specification of Indian Railways Unified Standard Schedule of Rates will also be applicable.

15.7.5:-

- (i) The work is to be executed as per the instruction of Dy.PM/APM/JPM of concerned IMD. Concerned Engineer-in-charge or his representative will issue necessary general guidance & actually item to be operated as per the tender schedule & site condition. Decision of Engineering-in-charge or his representative shall be final and binding on the contractor. Tenderers are requested to visit the site of work before quoting their rates.
- (ii) Contractor shall take all care to avoid any damage to electric overhead or underground cable telephone wires water pipeline sewerage system etc. Any damage to the DFCCIL/Railway property on account of contractor's negligence shall be made good at contractor's cost.
- (iii) It will be the responsibility of the contractor to bring the material in good & safe condition during transportation of any item. Any damage to the DFCCIL/Railway material shall be recovered as per extant rules.

15.8 Specifications for the works given in the items of Indian Railway Unified Standard Schedule of Rates (Earthwork in cutting & Embankment, Bridge Work and P.Way Works)- 2019 shall be followed.

15.9 During the currency of the contract any correction slip related with the items of Indian Railway Unified Standard Schedule of Rates (Earthwork in cutting & Embankment, Bridge Work and P. Way Works)- 2019 is issued, the contractor shall be bound to accept the same. No extra claim whatsoever shall be admissible in such cases.

Note: - Department reserves the right to extend the contract beyond the date of completion of contract as per the requirement subject to performance of the Contractor.

SEPCIAL CONDITIONS (TECHNICAL)

PART-I
SEPCIAL CONDITIONS (TECHNICAL)

1. For this work USFD machines SRT/DRT with 9 channel/probes per rail shall only be used and RDSO approved QAPs should also be submitted accordingly.
2. Ultrasonic Flaw Detection (USFD) testing of Rails and Welds in the running tracks for alternative cycles of USFD testing by Need based Concept (NBC) system shall be done by contractor with their Digital USFD equipment with B-Scan facility. Testing and reporting is to be done as per the “Indian Railway Manual for Ultrasonic Testing of Rails and Weld (Revised 2022) with latest correction slip issued by RDSO. In case of any conflict, the Special Conditions shall prevail.
3. Indian Railway Manual for Ultrasonic Testing of Rails and Weld (Revised 2022) with latest correction slip issued by RDSO at the time of opening of the tender shall be the reference standard for classification of defects in rail/weld. Wherever other standard(s) is /are referred in the ‘Indian Railway Manual for Ultrasonic Testing of Rails and Weld (Revised 2022) with latest correction slip issued by RDSO and/ or standard, the revision of that standard current at the time of calling tender shall be used. In case additional correction slips are issued to the Manual, during the pendency of the tender/contract, the test procedure/criteria shall have to be suitably updated.
4. **Quality Assurance Programme (QAP) :-**
 - i. The contractor shall have a valid Quality Assurance Plan (QAP) with B-Scan machines for maintaining operator records, continuous monitoring of the performance of their operators, identification of operators not performing up to the mark with assessment criteria/medical (vision) criteria and their withdrawal from testing, training of operators for continuous improvement in their skills etc. duly verified by RDSO.
 - ii. The details of B-Scan machines & operators are included in valid QAP shall be deployed by the contractor for Ultrasonic Flaw Detection (USFD) testing of Rails and Welds. In case the contractor wants to induct additional B-Scan machines of already approved specification/category, same shall be done after approval of controlling HOD of this contract, such changes shall be advised to RDSO for record.
 - iii. Performance review of USFD operators & supervisors shall be done by DFCCIL at regular interval during the currency of the contract for better reliability in implementation of QAP, based on assessed performance by DFCCIL and other relevant inputs, the performance of all operators shall be reviewed by RDSO at the time of validation of competency certificate.
 - iv. USFD Testing of Rails/Welds by SRT/DRT/Handheld Testers – The SRT/DRT/Handheld Testing equipments with B-Scan facility are approved/certified by RDSO for USFD testing, USFD machine operators are tested & certified by RDSO and QAP for such USFD testing submitted by the Firm is approved by RDSO.
5. The contractor shall depute adequate number of USFD team along with machines based on the work load in consultation to PM/Dy.CPM of concerned section. The USFD machine should be maintained properly by getting it inspected periodically as prescribed by RDSO at the firm’s cost, necessary certificate should be furnished to the DFCCIL. The equipment shall always be kept in good working condition. The correctness of machine working shall be to the satisfaction of the Engineer-in-charge.
6. The equipment offered by contractor and RDSO approved standard equipment will be calibrated to the same level of sensitivity on simulated flaws in the rail as prescribed in

the 'Manual for Ultrasonic Testing of Rail and Welds - Revised, 2022'. The equipment shall also be tested for coverage of the rail section (As per provisions of clause 5.2.1(b) & 5.2.2(b) of Indian Railway Standard Specification for Ultrasonic Testing of Rails/Welds, Revised-2020 (Document No. T53).

7. The calibration test pieces meant for sensitivity setting of testing equipment should be certified by M&C Etc. Of RDSO before the same is taken to field for sensitivity setting purpose. The certificate of authenticity shall be issued to each calibration test piece and certificate number with RDSO stamp be engraved on the test piece.

8. **Test check :-**

i. Test check shall be done by Engineer-in-charge of the work as per Indian Railway Manual for Ultrasonic Testing of Rails and Weld (Revised 2022) with latest correction slip issued by RDSO.

ii. Test check of 5% by DFCCIL should be carried out within 25% time period of frequency of USFD testing in that section or ten days whichever is earlier.

iii. In test check provisions if any new flaw is detected which was left out by the contractor during testing, the whole length of track will have to be tested again by the contractor without getting any extra payment for the same.

9. **Penalty clause:-**

i. Maximum delay permitted in testing of a section after it has become due for USFD testing is 25% of frequency of testing of that section or ten days whichever is earlier. For further delay penalty of Rs.1000/- per KM per day will be levied on the contractor.

ii. The length of track as indicated in the advance joint programme issued by the concerned PM/Dy.CPM has to be tested continuously and testing should be started on the due date of testing. In case any track length remain untested at the said location that should be completed within three days from the last testing done and no way it should remain untested and became overdue of testing, any lapses in this part a penalty of Rs.1000/- per RKM per day up to the next due date will be levied on the contractor.

iii. Test check on the stretches will be done as per the latest guidelines issued by the DFCCIL for inspection and maintenance of the track. In this length, 95% of the flaws detected should get confirmed and no new flaw or wrong flaw should be found during test check. The decision of the Engineer-in-charge shall be the final in this regard. In case, less than 95% of the flaws detected by the contractor are confirmed during the verification testing, a penalty of Rs.5000 per non-detection/wrong detection may be levied. In addition to this, if any new flaw is detected which was left by the contractor during testing, the whole block section will have to be tested again by the contractor without getting any extra payment for the same. Appeal if any will be decided by the CGM or GM/Co and his decision is final. In case the test check does not take place as per provision para 9.(iii) above, then there should not be any imposition of penalty in case the delay is on account of Railway.

iv. If any Rail/Weld failure occurs due to an undetected flaw within the next stipulated frequency of testing of that particular section from the date of USFD testing, then a penalty of Rs. 30,000/- for failure of 1st Rail / Weld flaw, Rs. 50,000/- for failure of 2nd rail / weld flaw and for failure of third flaw, agreement will be terminated and the entire Security Deposit will be forfeited. RDSO shall act as a third party to investigate all such failures whether the defect was detectable at the time of USFD testing or not. The decision of RDSO shall be final and binding on both the parties. NOTE to Para 9.(iv): The term "Particular Section" under para 9.(iv) shall be considered as the section falling under the jurisdiction of a particular Executive Incharge for the sake of counting 1st , 2nd & 3rd Rail/Weld failure.

v. In case any train accident occurs because of rail/weld fracture occurred due to an internal detectable flaw by USFD, a penalty equivalent to 10% of the

contract value will be deducted from the contractor's bill. In addition, the firm will be disqualified for this type of work in future including for the work in hand, the successful tenderer shall deposit 3% of the contract value as a performance guarantee which will be enashed if adequate amount is not pending with the railway for the realization of penalty. M&C Directorate RDSO shall act as a third party to investigate whether the defect was detectable at the time of USFD testing or not. The decision of RDSO shall be final and binding on both the parties. In case of occurrence of second such incident within a year, the railway may terminate the contract and the contractor will be liable to refund all the money paid to him under this contract.

- vi. The daily test reports should be made with the test results in the format given by the DFCCIL duly signed by the Contractor's Engineer and submitted to the Engineer-in-charge or his representative on next day of testing for necessary action. Daily test report should contain all the items as listed in the Indian Railway Manual for Ultrasonic Testing of Rails and Weld (Revised 2022) with latest correction slip issued by RDSO. However the flaws classified as 'IMR, IMRW and DFWO/DFWR' should be reported on the same day. Non-compliance of this instruction will carry a penalty of Rs. 20,000/- per occasion.
10. The work should be carried out as per the program to be jointly made by the division concerned of the DFCCIL and the contractor duly signed by both the parties. The joint program should be made at least three months in advance. However, some urgent locations not appearing in the joint program may be tested as per the need.
11. Maintenance Period shall be defined as: From the date of USFD testing of rails & welds done by the contractor to the next due date of USFD testing as decided by DFCCIL.
12. DFCCIL will depute one personnel along with the contractor's USFD team who will take immediate action like imposing speed restrictions in case 'IMR/IMRW/DFWO/DFWR' flaw is reported.
13. DFCCIL personnel deputed along with the contractor's USFD team will jointly sign daily progress report of USFD testing with operator of the contractor.
14. The testing shall be carried out between sunrise to sunset. No night testing will be permitted. As far as possible USFD testing should be done in morning hours and not in high temperature.
15. The list of the technicians, operators and other assistants proposed to be deployed for testing shall be given to the Engineer-in-charge. They should have issued with Photo Identity Card which they should keep with them while working in DFCCIL territory.
16. All losses, force-majeure with Ultrasonic flaw detector will be borne by the contractor.
17. Ultrasonic flaw detector and accessories shall be kept in safe custody of the contractor and DFCCIL shall not be responsible for any loss or damage of such equipment.
18. All incidental costs during testing will be borne by the contractor bidder.
19. DFCCIL will not be responsible for any train block for any train block for operation of USFD machine. The contractor shall have to work within available block as per train movements. For this purpose, DFCCIL nominated representative shall coordinate promptly for granting/cancellation/extension of block. However, nothing extra on this account shall be paid to bidder under any circumstances.

Contractor has to execute the work and to provide persons/ supervisor in various categories

as mentioned in schedule of quantity to carry out the works. Brief description of work which is to be carried out under schedule of quantity are as under but not limited to.

1. The Jurisdiction of working for this contract will be from Shambhu to Sahnewal (Excluding) Locations for work will be decided by Engineer (DFCCIL-DPM/APM/JPM/Sr. Exec./Executive).
2. The Labour/Staff deployed should have proper identity card issued by Contractor with valid photo ID proof (As per Govt.).
3. The Labour/Staff deployed may require to be changed if working not found satisfactory by the Engineer.
4. Deleted.
5. All Labour, T&P will be transported by Contractor up to site by his own arrangement. No extra payment will be made for the transportation.

TECHNICAL SPECIFICATION

PART - II
TECHNICAL SPECIFICATIONS

1.1	The work is to be executed as per the direction of Engineer in charge. Item to be operated shall be as per the tender schedule & site condition. Decision of Engineering-in-charge or his representative shall be final and binding on the contractor. Tenderers are requested to visit the site of work before quoting the rates.
1.2	All construction materials to be used in the work shall be as per relevant IS specification wherever applicable.
1.3	Contractor shall take all care to avoid any damage to electric overhead or underground cable, telephone wires, water pipeline, sewerage system etc. Any damage to the railway/DFCCIL property on account of contractor's negligence shall be made good at contractor's cost.
1.4	In case any ambiguity between special conditions and general standard condition, special conditions shall prevail.
1.5	Contractor shall be responsible for the safety of his labour, machinery deployed on the work.
1.6	Contractor will be responsible for the safety of DFCC and railway property.
1.7	Contractor has to make all the safety arrangements and provide boards and banners of "work in progress" etc. and safety strips of sufficient length to make aware the Passengers and other users. No extra payment for the same shall be made.
1.8	Work to be done in a very efficient manner and up to the entire satisfaction of Engineer in charge. Any defect pointed out by Engineer in charge shall immediately be rectified by the contractor without any extra cost.

2. Further Drawing and Instructions:

- (i) Chief General Manager, DFCCIL shall have full power to make and issue further drawings or instructions or direction from time to time as may appear necessary and proper to the contractor for efficient construction, completion and maintenance of the works. The contractor shall be bound by the same as fully as be if they had been mentioned or referred to in the contract, and the contractor shall not be entitled to any extra payment in respect of any work or materials shown or directed to be done supplied by such further drawings or instructions required for completion of unless the Chief General Manager, DFCCIL have given an extra order for the same in writing. The contractor shall be responsible for scrutiny of the drawings.
- (ii) If the works are required to be done in Railway Yards and Tracks are to be crossed, the tenderer shall inspect the site and make himself thoroughly acquainted with site condition and quote rate considering these aspects.

(iii) The work shall have to be done in such a manner that the normal working of the Railway within the railway yard does not get disturbed. No material/temporary structures should be kept adjacent to the running track which may infringe rail traffic. The contractor shall take necessary precaution to prevent/cause damage to the Railway property & staff during the execution of the work.

3. Contractor to Study Drawing & Specification etc. and His Liability:

The contractor shall be responsible for close scrutiny of the approved drawings supplied by the DFCCIL, For any discrepancies, error or omission in the drawings or other particulars indicated therein, the contractor shall approach the DFCCIL immediately for rectification of indicated therein, the contractor shall approach the DFCCIL immediately for rectification of such discrepancies, errors and omission. If any dimension/figure/features etc. on approved drawings or plans differ from those drawings or plans issued to the contractors at the time of calling the tender, the dimensions as figured upon the approved drawings or plans shall be taken as correct.

4. Contractor to Submit his Time Table:

The contractor shall submit a monthly progress of work done during the month by the 4th day of the following month. He will also give the programme of coming month by 25th of each month. The programme will be subject to alteration at the discretion of the DFCCIL officials.

5. Any Doubted Points to be referred to the Chief General Manager, DFCCIL:

Should there be any doubt or obscurity as to anything to be done or not to be done by the contractor or as to these instructions or as to any matter or thing, the contractor must set forth such doubt or obscurity in writing and submit the same to Chief General Manager, DFCCIL. Only such reply as the said Chief General Manager, DFCCIL may be in writing given shall be taken as the authoritative interpretation of the point in doubt or obscurity.

6. Contractor'(s) Liability:

Notwithstanding the specifications and conditions stated in the contract, the contractor shall keep the Engineer/ Employer authority fully indemnified and free from all liabilities and risks consequential to any lapse on his part in respect of material quality, standard of workmanship, accuracy of fabrication and the like. He shall provide all labour and material required for execution of the work as per all standards and specifications.

7. Site Facilities by the Contractor:

Contractor shall provide office / residential / site facilities / Toilets etc. at the approach site / other locations at his own cost for ensuring smooth and efficient communication and work execution. Cost of these facilities deemed to be included in the quoted rates and nothing extra shall be paid for this item. Contractor shall (at his own cost) depute / nominate safety officers(s) for supervising safety aspects of all works/process including enabling arrangements for execution and inspection of the work. Safety systems/arrangements should be made for each activity of

fabrication/erection and its inspection and same should be certified by nominated safety officer.

8 SAFE WORKING METHODS:

- 8.1 All of the works executed under this contract involve works on or alongside the Railway /DFCCIL track on which the railway/DFCCIL traffic is kept operative during or immediately after the completion of one or more phases of the contract work. In view of this position maintaining safe working conditions at the work site at all times for the safe passage of the train traffic is a primary over-riding condition required to be fulfilled by the contractor at all times.
- 8.2 For this purpose, it is understood and agreed to by the contractor that the work executed by him under this contract shall at all times fulfill all the safety conditions in force on the railway from time to time to operate the train traffic.

9. PROTECTION OF THE WORK SITE

- 9.1 On railway track where the train traffic will be operational during the execution of the contract work the protection of the works site as considered appropriate and adequate shall be arranged by the Engineer's Representative at the Railway's cost.
- 9.2 Contractor shall be responsible for providing appropriate and adequate system for warning the contractor's workmen about the train traffic on or in the vicinity of the site of work
- 9.3 The contractor shall remain fully responsible for ensuring safety & in case of any accident, shall bear cost of all damages to the equipment & men and also damages to railway & its passengers.

MILESTONES AND TIME SCHEDULE

PART-IV
CHAPTER - I MILESTONES AND TIME
SCHEDULE

4.1.1 Time Schedule:

4.1.1.1 Time of start and completion:

The time allowed for execution of the works is **24 (Twenty Four Months)** from the date of issue of letter of acceptance from DFCCIL.

The contractor shall be expected to mobilize to the site of works and commence execution of the works within 10 (days) from issue of Acceptance Letter by DFCCIL.

The contractor shall be expected to complete the whole work ordered on the contractor within **24 (Twenty Four Months)** from the date of issue of Acceptance Letter by DFCCIL. If the contractor commits defaults in commencing execution of the works as afore stated, DFCCIL shall without prejudice to any other right to remedy, be at liberty to forfeit fully the Earnest Money Deposit and performance guarantee of the contractor.

4.1.1.2 Deleted

4.1.2 Delete

2. Agreement for Zone Contract:

ANNEXURE – II

AGREEMENT FOR ZONE CONTRACT

CONTRACT AGREEMENT No. _____, DATED _____.
ARTICLES OF AGREEMENT made this _____ day of _____
between the President of India acting through the _____, DFCCIL
hereinafter called the "DFCCIL" of the other part and _____ hereinafter
called the "Contractor" of the other part.

WHEREAS the Contractor has agreed with the DFCCIL during the period of
_____ months from _____ to _____ for the performance of :

- (a) New Works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding Rs. __.
- (b) All ordinary repair and maintenance works at any site between kilometer _____ and kilometer _____ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at _____% above/below the Standard Schedule of Rates(SSOR) of the Northern Railway, corrected up to the latest Correction Slips and Standard Specifications of the Northern Railway corrected up to latest Correction Slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE PRESENTS WITNESSETH That in consideration of the payment to be made by the DFCCIL, the Contractor will duly perform the works set forth in the said Work Order 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 on or before the respective dates specified therein in accordance with the said specifications and said drawings (if any) and said conditions of contract and will observe, fulfill and keep all the conditions therein mentioned, (which shall be deemed and taken to be part of this contract as if the same had been duly set forth herein), AND the DFCCIL both here-by agree that if the Contractor shall duly perform the said work 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 completion thereof the amount due in respect thereof at the rates specified above.

.

.

Contractor_____

Designation

Address_____

_____DFCCI

Date _____

L(For & on behalf of President of India)

Witness 1:

Signature.....

Name.....

(In Capital)

Address.....

Witness 2:

Signature.....

Name.....

(In Capital)

Address.....

3. Work orders for Zone Contract:

ANNEXURE - III

WORK ORDER UNDER ZONE CONTRACT

WORK ORDER NO. _____, DATED _____ UNDER CONTRACT AGREEMENT NO. _____, DATED _____.

Name Of Work _____ (SITE)

Schedule _____ of _____ Drawings

Authority _____ Allocation

The Contractor(s) _____ is / are hereby ordered to carry out the following works at _____% above/below the Standard Schedule of Rates (SSOR) of Northern Railway, updated with Correction Slips issued upto date of inviting tender of as otherwise specified in the tender documents under Zone Contract Agreement here-in-before referred to :

SL	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words (Rs.)	Amount (Rs.)
1	2	3	4	5	6	7
Total Approximate Value of Work = Rs. _____						

The works herein mentioned are required to be completed on or before _____ (Date). The quantities provided herein are approximate and subject to variation under Clause 42 of the Standard General Conditions of Contract updated with Correction Slips issued up to dated of inviting tender or as otherwise specified in the tender documents

CGM/ DFCCIL

Date

(For & on behalf of President of India)

• •

I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings hereto annexed and in accordance with the General and Special (if any) Conditions of Contract updated with Correction Slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Standard Specifications of DFCCIL/Northern Railway updated with Correction Slips issued up to date of inviting tender or as otherwise specified in the tender documents

I also agree to maintain such works for the period specified below from the date of completion:

- (a) Repair and maintenance work including white/colour washing: three calendar months from date of completion.
- (b) All new works except earth work: Six calendar months from date of completion.

Contractor _____ CGM/ DFCCIL
(Signature) : Designation _____
(For & on behalf of President of India)

Address

Date _____ Date _____

Witness 1:
Signature.....
Name.....
(In Capital)
Address.....
.....

Witness 2:
Signature.....
Name.....
(In Capital)
Address.....
.....
.....

DFCCIL CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

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

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

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

Contractor _____
(Signature)

CGM/ DFCCIL
: Designation _____

Address

(For & on behalf of President of India)

Date :-

Date _____

.

.

Witness 1:

Signature.....

Name.....

(In Capital)

Address.....

.....

.....

Witness 2:

Signature.....

Name.....

(In Capital)

Address.....

.....

.....

5. Work order for works:

ANNEXURE-V

WORK ORDER FOR WORKS

(Valued at over Rs. 5,00,000)

WORK ORDER NO. _____, DATED _____ UNDER CONTRACT AGREEMENT
NO. _____, DATED _____.

Name Of Work _____ (S I T E) _____

Schedule _____ Of _____ Drawings _____

Authority _____ Allocation _____

Mr. / Messers _____ Contractor/Contractors having agreed with the DFCCIL/Railway is/are hereby ordered to carry out the Works set forth in the schedule below in accordance with the Standard General Conditions of Contract corrected up to latest Correction Slips and the Standard Specifications of _____ DFCCIL/Railway corrected up to latest Correction Slips, the Schedule of Rates, corrected up to latest Correction Slips and Special Conditions and Special Specifications, if any and inconformity with drawings annexed hereto at the rates specified in the said, Schedule and to complete the same on or before the day of _____ 20 and maintain the said works for the period of _____ from the certified date of completion. The quantities set forth in the said schedule shall be considered approximate and subject to variation under Clause 42 of Standard General Conditions of Contract.

CONTRACTOR'S AGREEMENT

I offer to do the work at the rates entered in the Schedule of Rates on the reverse which I have signed, and I understand that no fixed quantity of work is given to me to do that in starting work. I am only given a place to work in or to deposit materials on and that I have no claim to more than one unit of work as entered in the Scheduled Rates. I agree that all works done and materials delivered shall be subject to the approval of the Engineer in Charge, who may reject and decline to pay for whatever may be, in his opinion, inferior or defective or either and I agree that the Standard Specifications corrected up to latest Correction Slips of _____ DFCCIL/Railway in so far as they are not over-ruled by items of this agreement, shall be deemed part of this agreement.

I agree that no work under this work order shall be assigned or sublet without the previous written approval of the _____ Engineer.

I agree that my work may be stopped at any time by the _____ Engineer on his giving me or my agent on the works seven days' notice in writing and I agree that the measurement of my works shall be made by the Engineer at any time appointed by him in writing subsequent to the expiry of the said notice and measurement shall be made by him at the said time whether I am present or not and that on payment for work done and approved materials delivered-at site of work as ascertained by the said measurement, I shall have no further claim against the DFCCIL/Railway and I agree that any dispute arisen on matters connected with this agreement, the same shall be referred to a person to be nominated in this behalf by the _____ for the time being of the DFCCIL/Railway, whose decision in writing shall be final and binding on both parties.

I agree that any claim I have to make shall be made in writing within seven days of date of measurement taken by the Engineer as aforesaid and that any claims in respect of such measurement made more than seven days after taking of such measurement shall be deemed to have waived by me.

I agree to indemnify the DFCCIL/Railway against any claims which may be made under Workmen's Compensation Act, 1923.

Witness
Name _____

Address _____

Contractor _____

Name _____

Address _____

Note - If the agreement is for a work for which a Special Act of the Legislature exists, e.g. the Indian Mines Act, the agreement shall include a clause indemnifying the DFCCIL/Railway against all claims arising of provision of such Act.

I agree to pay the rates at _____% above/below Schedule of rates as applicable to _____ DFCCIL set forth in the schedule of rates herein for finished and approved work.

_____ Engineer

_____ Ambala Unit

_____ DFCCIL/Railway

(For & on behalf of President of India)

Date _____

I/We agree to complete the works herein set forth on or before the date specified herein and to maintain the same for a period of _____Calendar months from the certified date of their completion and in conformity with the document herein referred to, and all the condition therein mentioned shall be deemed and taken to be part of this contract as if the same had been fully set forth therein.

Contractor : _____

Witness 1:

Signature.....

Name.....

(In Capital)

Address.....

.....

.....

Witness 2:

Signature.....

Name.....

(In Capital)

Address.....

.....

.....

6. Work orders for Works: (In case of composite work chargeable to different Allocation)

Annexure-VI

S. No.	Name of work	Particulars
1.	Acceptance letter with date	
2.	Agreement no with date	
3.	Cost of work	
4.	Security Deposit	
5.	Performance guarantee	
6.	Period of Completion	
7.	Estimate no with Allocation	

S. No.	USSOR Item no/ NS item	Description of Items	Rates	Unit	Qty	Amount

Signature	Signature
Name.....	Name & Designation
(In Capital)	(In Capital)
Address.....	Address.....
.....

TENDERER'S CREDENTIALS (BID CAPACITY)

DFCCIL

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

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

Where,

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

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

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

Note:

- (a) The Tenderer(s) shall furnish the details of-
 - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years of the current financial year (up to date of inviting tender) for calculating A, and
 - (ii) existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of DFCCIL/RAILWAY for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

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

- (b) In case if a bidder is JV, the tenderer(s) must furnish the details of
 - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years of the current financial year (up to date of inviting tender) by each member of JV for calculating A, and

- (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of D F C C I L / Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating
- B. In case of no works in hand, a 'NIL' statement should be furnished.
The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.
- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

President of India,
Acting through CGM,
DFCCIL/Ambala,

Beneficiary:DFCCIL/Ambala

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through Chief General Manager, DFCCIL/Ambala, (hereinafter called "DFCCIL") having invited the bid for____through Notice inviting tender(NIT) No., _____, We have been informed that *[Insert name of the Bidder]*..... (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") .

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the DFCCIL full amount in the sum of *[Insert required Value of Bid Security]* as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the DFCCIL way any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the DFCCIL on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank

Notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by DFCCIL without any reference to the Bidder and without the DFCCIL being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the DFCCIL and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by DFCCIL at any time.
6. This guarantee will remain valid and effective from.....*[insert date of issue]*till*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and DFCCIL/Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the DFCCIL/Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

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

Bank's Seal

*[P/Attorney]*No.

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

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

7. Guidelines for submitting tenders by Partnership Firms and their Eligibility

Criteria

1. Participation of Partnership Firms in works tenders:

18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.

18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners GCC April 2022.

18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from DFCCIL/RAILWAY and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the DFCCIL and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening 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 EMD shall be forfeited.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and EMD of the tenderer will be forfeited. If any new partner joins the firm after opening 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/RAILWAY 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 General Conditions of Contract.

18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

18.6 The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

18.7 One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a “Power of Attorney”, specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle relinquish any claim (s) preferred by the firm, sign “No Claim Certificate”, refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such “Power of Attorney” shall be notarized / registered and submitted along with the tender.

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.

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.

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 the DFCCIL/RAILWAY for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the DFCCIL/RAILWAY during the course of execution of the contract or due to non-execution of the contract or part thereof.

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

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

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

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

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:

i. A notarized copy of partnership deed.

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

iii. An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by DFCCIL 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 in which they were / are partners. Concealment /

wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

iv. All other documents in terms of explanatory notes in clause 10 above.

18.12 Evaluation of eligibility of a partnership firm: Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in 3.5above.

8 Details of Plant and Machinery already available with the firm.

S N	Particulars of equipment	No. of Unit.	Kind & make	Capacity	Date by which the plant would be available for use on this work	Age & condition	Work on which it is being used.
	1	2	3	4	5	6	7
1							
2							

ANNEXURE -X

9. List of engineers/personnel already available/ proposed to be employed for deployment on this work:

SN	Name & Designation	Qualification	Professional experience	Organization with whom working	Date by which personnel will be available for this work.
	1	2	3	4	5
1					
2					

10. Statement of works being executed/in hand by the contractor/s

S N.	Name and place of work	Authority/agency for whom the work is being carried out	Date of award & agreement No. & Date	Date of completion (Original/ actual)
	1	2	3	4

1.				
2.				
3.				

Agree mental cost of work cost/likely cost	Principal/ Technical featureswork in brief	SN at which relevant certificate/Documents are attached	Payment taken till.
5	6	7	8

ANNEXURE-XII**11. Details of Beneficiary for Electronic Transfer of Funds**

1	Beneficiary Name	:	
2	Beneficiary Address	:	
3	Bank Name	:	
4	Branch Address	:	
5	IFSC Code	:	
6	MICR Code	:	
7	Account Type	:	
8	Account Number	:	
9	City :	:	
10	Tel./Fax No. (if any)	:	
11	PAN NO.	:	
12.	Service Tax Registration number linked with PAN no	:	
13	GSTIN NO.	:	
14	Signature of Beneficiary	:	

Signature of Bank Official with Stamp

Sign. Of Tenderer

for DFCCIL

12. Applicable charges/recoveries/Advance etc.

S. no.	Item	Description
1.	Water charges	In case of contractor using DFCCIL/RAILWAY's water sources, water charges will be deducted @1% of the cost of the item(s) where water is being consumed.
2.	BOCW cess	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. For enactment of this Act, the tenderer shall be required to pay BOCW cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item". Recoverable amount of BOCW cess at the rate of 1% shall be credited under Suspense Head Deposit Misc (BOCW cess) before arranging payment to the contractor as per directive of Railway Board issued vide letter No. 2008/CE- I/CT/6 dated 08.11.2012 with the concurrence of "Finance Directorate of Ministry of Railway" .
3.	Deployment of Technical supervisor	In terms of provisions of new clause 26 A.1 to the General Conditions of Contract (GCC), Contractor has to deploy following Qualified Engineers during execution of work: one qualified Graduate Engineer when cost of work to be executed is Rs. 200 lacs and above, and One qualified Diploma Engineer when cost of work to be executed is more than Rs. 25 lacs, but less than Rs. 200 lacs

S. No.	Item	Description
		Graduate /Diploma holder Engineer will be available at site as and when or for the period as directed by Engineer's representative.
		Further, In case the Contractor fails to employ the Qualified Engineer, as aforesaid in above Paras, in terms of clause 26 A.1 to the General Conditions of Contract Part-II, shall be liable to pay an amount of Rs. 40, 000.00 and Rs. 25, 000.00 for each month or part thereof for the default period. (Railway Board's letter no: 2012/CE-I/CT/0/20 Dated: 10.05.2013)
4.	Income Tax	As applicable
5.	GSTIN NO	As applicable
6.	Brick bat	Quantity X rates of item no: 055140 + Tender % + 12.5% +7.5%+5%
7.	Tools and plants	The hire charges of tools and plants provided to the contractor will be as per letter no64/W2/CT/56 dated. 27-03-1967 and 64/W2/CT/56 dated: 20.11.79.
8.	Mobilization advance	It will be applicable as per Railway Board letter no: 2007/CE-I/CT/18 Pt.3 dated 23.05.2012
9.	Stage Payment for Steel supplied by the contractor	It will be applicable as per Railway Board letter no: 2007/CE-I/CT/183 dated: 07.3.2008
10.	PVC clause	Price Variation clause will be applicable for Contract advertising value above Rs. 2 Crore.
11.	Maintenance Period	Repair and maintenance work including white/Colour washing: three calendar months from date of completion in case of Zonal Works.
		All new works except earth work: Six calendar months from date of completion.
		For all other Works: Six calendar months.
		No maintenance period is applicable for the works like Ballast supply, Hiring of vehicle.

ANNEXURE-XIV
Reference Para 17(B)
Registered Acknowledgement Due

Dated: _____

**PROFORMA FOR TIME
EXTENSION**

No. _____

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 17-B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.
4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.
5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.
6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting 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 President of India

CERTIFICATE OF FITNESS

1. (a) Serial Number _____
(b) Date _____

2. Name of person examined _____

3. Father's Name: son/daughter of _____
Residing at _____

4. Sex _____

5. Residence: _____

6. Physical fitness

7. Identification marks _____

8. Date of birth, if available, and/or certified age _____

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

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

9. Reasons for :

(a) Refusal to grant certificate, or _____

(b) Revoking the certificate _____

Signature or left hand

Thumb impression of the person examined.

Signature of Certifying Surgeon

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

ANNEXURE-XVI

(Reference Clause 62.(1)
Registered Acknowledgement Due

**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 _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/ part of work (details of part of work to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Sign of Tenderer

for DFCCIL

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

_____DFCCIL

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract

Agreement

No.

In connection with _____

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 be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

PROFORMA OF TERMINATION

NOTICE

(Without Prejudice)

Dated

No. _____

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 President of India

ANNEXURE – XIX

Reference Para 62.(1)

Registered Acknowledgement Due

**PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK.....
(DETAILS OF PART OF WORK TO BE
MENTIONED) DFCCIL**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Seven days' notice under Clause 62 of 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 balance of work being executed through the part terminated contract.

4. The contract value of part terminated contract shall stands reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

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

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

Yours faithfully

For and on behalf of the President of India

18. Check list to be filled up by tender issuing authority

SN	Description of item to be checked before Issuing Tender Document by Department	PI fill	Yes / No
1.	Has all pages of the Tender Document are numbered serially & signed by the Tender Issuing Authority		
2.	Has the cost of Tender Document mentioned in the Tender Notice.		
3.	Has the Amount of Earnest Money mentioned in the Tender Notice.		
4.	Has the scope of work, location and sketches etc given in Section 3 of Tender document corresponding to TOP SHEET of Form 5		
5.	Has the work of Similar nature defined in Section 3 of the Tender document		
6.	Has amount of single, Similar nature of work for Technical Eligibility mentioned in superscript Note 1 of Form 4		
7.	Has amount of Financial Eligibility mentioned in superscript Note 1 of Form 4		
8.	Has the date, Time & Place of opening mentioned in the Tender Notice		
9	In support of TOP SHEET of Form 5, has SSE wise quantities given in Schedule of rates and Quantities		
10	In support of TOP SHEET of Form 5 and SSE wise quantities, has estimate wise amount given on Tender case file.		

FINAL SUPPLEMENTARY AGREEMENT

Articles of agreement made this day _____ in the year _____ between the President of India, acting through the _____ DFCCIL/RAILWAY Administration having his office at _____ herein after called the DFCCIL/RAILWAY of the one part and _____ of the second part.

Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number _____ dated _____ for the performance _____ herein after called the 'Principal Agreement'.

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.

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 _____ (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 further sum of ₹ ____ through the final bill bearing voucher No. _____ dated _____ (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement including /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.

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

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses _____

ADDRESS: _____

ANNEXURE – XXIII

Reference Para 64.3 & 64.6

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

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

Brief of claim:

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

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

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

Signature of Claimant _____ Signature of Respondent _____

Agreement under Section 31(5)

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

Signature of Claimant _____ Signature of Respondent _____

*Strike out whichever not applicable.

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

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of (----- DFCCIL/RAILWAY)**, 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/RAILWAY Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by DFCCIL or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.

8. I/we understand that if the certificates regarding eligibility criteria and the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto five year. Further, I/we (*insert name of the tenderer*) ** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.

9. I/we also understand that if the certificates regarding eligibility criteria and the contents of the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five years.

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 fulfill 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.

**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/RAILWAYS w.e.f. and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.
Or
I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:
7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.
Or
I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:
8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

Name of the Bank -----
President of India
Acting through CGM/DFCCIL/Ambala,

Bank Guarantee Bond No.:

Date: -----

PERFORMANCE GUARANTEE BOND

In consideration of the President of India acting through ----- (Designation & address of Contract signing Authority). DFCCIL, ----- (hereinafter called “The Government”) having agreed under the terms and conditions of agreement/Contract Acceptance letter No. ----- dated ----- made between----
----- (Designation & address of contract signing Authority) and ----- (here in after called “the said contractor(s)” for the work-----
(here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for Rs.----- (Rs.....only) as a performance security Guarantee Bond from the contractor (s) for compliance of his obligations in accordance of his obligations in accordance with the terms & conditions in the said agreement.

1. We..... (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay the Government an amount not exceeding Rs..... (Rs..... only) on demand by the Government.
2. We.....(indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the CGM/DFCCIL/Ambala (-----), stating that the amount claimed is due by way o loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms of conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... Only).
3. (a) We..... (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor(s) in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
(c) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s), shall have no claim against us for making such payment.

4. 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 Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by
.....(Designation & Address of contract signing authority) on behalf of the Government. Certify that the terms and conditions of the said agreement have been fully and property carried out by the said contractor(s) and accordingly discharges this guarantee.
5. (a) 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 Government or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity/extended period of validity of guarantee for the date aforesaid.
(b) Provided always that we..... (indicate the name of the bank) unconditionally undertakes to renew this guarantee on to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we(indicate the name of the bank) shall pay the Government the full amount of guarantee on demand andwithout demur.
6. We,(indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations 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 the powers exercisable by the Government against the said contract (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor(s).
8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

9. This guarantee shall be valid upto..... (date of Completion plus 60 days). Unless extended on demand by Government. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: the day of for

(indicate the name of bank)

Signature of Banks Authorised official

(Name)

Designation with Code No.....

Full Address.....

Witness 1:

Signature.....

Name.....

(In Capital)

Address.....

.....

.....

Witness 2:

Signature.....

Name.....

(In Capital)

Address.....

.....

.....

Bid Security Declaration

I/We, M/s (Name of bidder) am/are aware that I/We have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration. I/We understand and accept that if I/We withdraw my /our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee /Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/We i.e., **the bidder shall be banned from submission of bids in any Works/ Service Tender issued by Indian Railways/DFCCIL for a period of 12 months from the date of such banning done on e-platform IREPS.**

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

ANNEXURE -XXVIII

**Declaration by bidder from a country sharing land border with
India**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will or sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

SEAL AND SIGNATURE OF
THE TENDERER

Place:

Dated:

END OF THE DOCUMENT