

Dedicated Freight Corridor Corporation of India Ltd

TOP SHEET

Tender Notice No. CPM/UMB/BW/3/Const

Dated 23.10.2013

- Name of work : Construction of Boundary Wall, supplying & fixing of boundary posts along newly acquired land by DFCCIL from Sambhu to Sanhewal in Punjab within the Jurisdiction of CPM/DFCCIL/Ambala.
- Approx. Cost : Rs.106 Lac
- Completion Period : 6 (Six) months
- Earnest Money : Rs.2.12 Lac
- Last Date/Time of receipt of Tenders : Up to 15.00 hrs. on 25.11.2013
- Date of Opening of Tender : 25.11.2013 at 15.30 hrs.
- When was the partnership constituted :
and deed executed
- Whether attested copies of :
Partnership deed and Power of
Attorney furnished with the tender
- The working contractors should :
submit a list of works executed/now
being executed by them with their
value and Agreement No. with the
tender
- Name and address of Party to whom :
the Tender sold

NOTE (1) The above information may please be furnished invariably otherwise the tender is likely to be rejected.

Signature Dy.CPM/Engg/UMB

TENDER NOTICE

Tender Notice No. CPM/UMB/BW/3/Const

Dated 23.10.2013

The Chief Project Manager DFCCIL Ambala for and on behalf of DFCCIL invites sealed opened tender on the prescribed forms for the under noted work.

SN	Name of work	Appx cost/ (Earnest money) in Rs.	Similar nature of work / Period of completion	Availability of documents/ Cost of tender document	Submission of tender document and opening	Validity of Bid
1	Construction of Boundary Wall, supplying & fixing of boundary posts along newly acquired land by DFCCIL From Sambhu to Sanhewal in Punjab within the Jurisdiction of CPM/DFCCIL/Ambala.	Rs.106 Lac Earnest Money Rs.2.12 Lac	Civil Engineering works excluding track work. 6 (Six) months	On any working day from 10.30 hrs to 15.00 hrs from 24.10.2013 to 24.11.2013 and up to 12:00 hrs on 25.11.2013 Rs.5,000.00 per set	Up to 15.00 Hrs on 25.11.2013 and will be opened soon thereafter in the office of Chief Project Manager DFCCIL Old Railway Colony Near Anand Market Ambala Cantt	3 Months from the date of opening

Tender Notice & Tender document will be available on **www.dfccil.org & Central Procurement Portal (eprocure.gov.in)** from the date of availability of tender papers. Tender documents also available in CPM, DFCCIL, Old Railway Colony, Near Anand Market, Ambala Cantt office On any working day from 10.30 hrs to 15.00 hrs from 24.10.2013 to 24.11.2013 and up to 12:00 hrs on 25.11.2013 on payment of Rs. 5,000/- through pay order, deposit receipts, demand drafts & FDR in f/o DFCCIL, Ambala. Submission of tender documents may be done Up to 15.00 Hrs on 25.11.2013 and will be opened soon thereafter in the office of **Chief Project Manager** DFCCIL Old Railway Colony, Near Anand Market Ambala Cantt.

(-----)
Chief Project Manager
DFCCIL, Ambala Cantt

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD

TENDER FORM (FIRST SHEET)

**Chief Project Manager, DFCCIL
Old Railway Colony,
Near Anand Market,
Ambala Cantt.**

I/We-----
---have read the various conditions to tender attached here to and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90(Ninety) days from the date fixed for opening the same and in default thereof I/We will be liable for forfeiture of my/our earnest money. I/We offer to do this work **“Construction of Boundary Wall, supplying & fixing of boundary posts along newly acquired land by DFCCIL from Sambhu to Sanhewal in Punjab. within the Jurisdiction of CPM/DFCCIL/Ambala. ”** for Dedicated Freight Corridor Corporation of India Ltd at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects with **in 6(Six) months** from the date of issue of letter of acceptance of tender.

1. I/We also hereby agree to abide by the General Condition of Contract-1999 corrected up to printed/advance correction slip and to carry out the work according to the Special Conditions of Contract and specifications for material and works as laid down by the Railway in the annexed Special Conditions/specifications and the Dedicated Freight Corridor Corporation of India Ltd Works Hand Book corrected up to printed/advance correction slip, for Schedule of Rates corrected up to printed/advance correction for the present contract.
2. A sum of Rs.2.12 Lac (Rs. Two Point One Two Lac only) i.e. 2% for works cost as indicated in tender notice is herewith forwarded as earnest money. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies in case my / our tender is accepted and if: -
 - (a) I/We do not execute the contract documents within **Fifteen days** after receipt of the notice issued by the railway that such documents are ready and
 - (b) I/We do not commence the work within fifteen days after receipt of orders to that effect.
 - (c) I/We resile from my/our offer or modify the terms and conditions thereof in a manner not acceptable to the Dedicated Freight Corridor Corporation of India Ltd during a period of 90 (Ninety) days from the date of opening of the tender.
 - (d) I/We do not submit a performance Guarantee in the form of an irrevocable Bank guarantee amounting to 5% of contract value as per the Performa as prescribed by the DFCCIL, before signing of agreement which should be normally about 15 days after the issue of letter of acceptance and the performance guarantee shall be initially valid up to stipulated date of completion plus 60 days beyond that, in case, the time for completion of work gets extended, the contractor shall get

validity of performance guarantee extended to cover such extended time for completion of work plus 60 days.

3. The amount of earnest money in f/o Dedicated Freight Corridor Corporation of India Ltd, Ambala vide deposited in the form of pay order, deposit receipts, demand drafts & FDR is attached. I/we have clearly noted that the earnest money will be acceptable in the above forms only.
4. Until a formal agreement is prepared and executed acceptance of the tender shall constitute a binding contract between us subject to modification, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of the Tenderer/s

Address (complete postal address to be given)

Dated:

Signature of Witnesses:-

1.

2. _____

ENGINEERING DEPARTMENT

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD

SPECIAL TENDER CONDITIONS AND INSTRUCTION TO TENDERER

1.0 DETAILS OF WORKS

Dedicated Freight Corridor Corporation of India (DFCCIL) is a Special Purpose Vehicle set up under the administrative control of Ministry of Railways to undertake planning, development and operation of the Dedicated Freight Corridors. The Eastern Corridor, starting from Ludhiana in Punjab will pass through the states of Haryana, Uttar Pradesh and terminate at Dankauni in West Bengal.

This is a flagship project of the country and has been termed as an "Iconic Project". The execution of Railway Freight Corridors is being monitored by the Prime Minister.

TENDERS ARE INVITED FOR THE WORK AS PER DETAIL ON TOP SHEET

2.0 TENDER DOCUMENTS

2.1 SUBMISSION OF TENDERS

2.1.1 The tender documents consist of (a) tender form first sheet (b) Special tender conditions and instructions to tenderer/s (c) Special conditions relating to site data and specifications (d) Schedule of Rates, Schedule of Quantities. These must be submitted together as one set, failing which the tender is liable to be rejected.

2.1.2 Tender documents may be purchased from the office of the Chief Project Manager DFCCIL, Old Railway Colony, Near Anand Market Ambala Cantt on any working day i.e. 10.30 hours to 15.00 hours from 24.10.2013 to 24.11.2013 and up to 12:00 hrs on 25.11.2013 on cash payment of Rs.5,000/- (Rs.Five thousand only) for each set and Rs.5,500/- (Rs. Five thousand five hundred only) only if required by post. The cost of this tender form is not transferable or refundable. Request for tender by post must accompany draft of Rs.5,500/- (Rs. Five thousand five hundred only) in favour of Dedicated Freight Corridor Corporation of India Ltd, Ambala. DFCCIL will be not responsible for any delay in receipt of tender documents by post .

2.1.2(a) Cost of Tender Documents:

Tender documents are available on **Central Procurement Portal (eprocure.gov.in) & Dedicated Freight Corridor Corporation of India Ltd's website i.e. www.dfccil.org.** and the same can be downloaded and used as tender document for submitting the offer. This facility is available free of cost. However the cost of tender document as indicated above in Para 2.1.2 will have to be deposited by the tenderer in the form of **bank draft , pay order, FDR** payable in favour of **Dedicated Freight Corridor Corporation of India Ltd, Ambala** along with the tender document. This should be paid separately and not included in the earnest money. **In case, tender is not accompanied with the cost of the tender document as detailed above, tender will be summarily rejected.**

- 2.1.3 These tender documents must be submitted duly completed in all respects in a sealed cover super scribed as tender form for the work 'AS ON TOP SHEET' and should be deposited in the tender box in the office of the **Chief Project Manager, DFCCIL, Old Railway Colony, Near Anand Market, Ambala cantt** or on or before up to **15.00 hours** on **25.11.2013**. The tender will be opened immediately thereafter in both the offices simultaneously and rates read out in the presence of such tenderer/s as is/are present. Tenders which are received after the time and date specified above may not be considered. In case the intended dates for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time.
- 2.1.4 Tenders sealed and super scribed as aforesaid can also be sent by registered post addressed to the **Chief Project Manager DFCCIL Old Railway Colony Anand Market Ambala cantt** on or before up to **15.00hrs** on **25.11.2013**, but a tender which is received after the time and date of specified in **Para 2.1.3** above will not considered. Any tender delivered or sent otherwise will be at the risk of the tenderer/s.

2.2 COMPLETION OF TENDER DOCUMENTS :

2.2.1 The tenderer/s shall quote rate/s, in figures as well as in words, in % age above/at par/below for the total schedule of quantities "Every possible fluctuation, in the rate of labour material and general commodities and other possibilities of each and every kind which may affect the rates, should be considered and kept in view before quoting the rates and no claim on this account shall be entertained by the DFCCIL under any circumstances except the price escalation payable as per price escalation clause, if any, provided separately in the tender documents".

2.2.2. The rate/s should be quoted in figures as well as in words. If there is any variation between the rates quoted in figures and in words, the rates quoted in 'Words' shall be taken as correct. If more than one rates or improper rates are tendered for the same items, the tender is liable to be rejected.

In case ,the tenderer/s quote/s multiple rates, the offer will be treated as incomplete and shall be summarily rejected.

2.2.3. Each page of the tender papers is to be signed and dated by the tenderer/s or such person/s on his/their behalf who is/are legally authorized to sign for him/them.

2.2.4. Tenders containing erasures and alterations of the tender documents are liable to be rejected. Any corrections made by the tenderer/s in his/their entries should be in Ink and must be attested by him/them under full signature and date.

2.2.5. No Additional conditions or stipulations will be allowed in any circumstances . Any alteration in any tender condition by the tendrer may result the cancellation of his/her offer.

2.3 CREDENTIALS TO BE SUBMITTED ALONGWITH TENDER.

2.3.1 Tenderer/s should enclose documents and certificates to show that he/they has/have satisfactorily carried out works of the type involved in the construction of the work being tendered for. He/they should also produce proof to the satisfaction

of the DFCCIL of his/her/their technical ability and financial stability to undertake the work of the magnitude tendered for.

2.3.2 The tenderer/s shall submit with his/their tender a list of serviceable machinery, tools and plants, equipment's and vehicles he/they has/have in hand for executing the work and those he/they intends/intend to purchase.

2.3.2.(a) The tenderer/s must submit, along with his/their tender:-

- i. Statement showing similar works executed by him/them.
- ii. Certificates of successful completion of his/their work
- iii. A statement of all payments received against all successfully completed work/works in progress of all types (not necessarily similar in type of work in this tender) indicating the organization/ units from which the payments have been received. Necessary certificates in this regard, from the authorities who made the payments for three preceding years should be enclosed, duly attested.
- iv. list of their Engineering organization and equipment's, construction tools and plants available with them.
- v. **Technical eligibility criteria**
 - (a) As a proof of technical experience,/competence, the tenderer should have physically completed successfully at least one similar single work for a minimum value of 35% of advertised tender value, inclusive of the cost of cement and steel, in last three financial years (i.e. Current year and three previous years) up to the date of opening of the tender.

The similar nature of work is defined as under:-

“Civil Engineering works excluding track work.”

(b) The following will be applicable for evaluating the eligibility.

- i) Similar nature of work physically completed within the qualifying period, i.e. last three financial years and current financial year (even though the work might have commenced before the qualifying period) should only be considered in evaluating the eligibility criteria.
- ii) The total value of similar nature of work completed during the qualifying period and not the payment received within qualifying alone, should be considered. In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the total paid amount including statutory deductions is to be considered. If final measurements have been recorded and work has been completed with negative , then also the paid amount including statutory deductions is to be considered. However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility.

- iii) In case of composite works involving combination of different works, separate quantum of completed works of similar nature of required value should only be considered while evaluating the eligibility criteria.

2.3.2 (c) Financial Eligibility Criteria.

- i. As a proof of sufficient financial capacity and organizational resources, contractor should have received the total payments against satisfactory execution of all completed/ongoing works of all types (not confined to only similar works) during the last three financial years and in the current financial year (up to the date of opening of the tender) of a value not less than **150%** of the advertised cost of work and should have executed at least one work of similar nature amounting of a value not less than 35% of the advertized cost during the last three financial years and in the current financial year (up to the date of opening of the tender) including the cost of cement and steel.
- ii. **“For judging the technical eligibility and financial capability only those works which had been executed for the Govt. or Semi Govt. organizations shall be considered and the tenderer 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 Organizations shall not be considered.**
- iii. The tenderer/s/contractor shall submit a statement of contractual payment received during the last three financial years and current year on the prescribed Performa. The details shall be based on the form 16-A issued by employer i.e. the certificate of deduction of tax at a source under Section 203 of the Income Tax Act, 1961. The photocopies of the form 16A shall be enclosed duly attested by Notary public with seal and Notaries stamps thereon.
- iv. If a tenderer has completed a work of similar nature where cement and steel was issued by department free of cost, tenderer must submit the completion certificate indicating cost of these materials and total cost of work (including cost of cement/steel) shall be considered to decide eligibility or otherwise.
- v. The overall financial soundness of the tenderers will be evaluated based upon the volume of the work handled, turn over, balance sheet etc. tenderers will accordingly furnish these particulars for the last three years (i.e. current year and three previous financial years) duly supported by latest audited results/balance sheets.
- vi. Tenderer has to satisfy the eligibility criteria for technical capability and competence as well as for financial capacity and organizational resources.
- vii. If the tenderer is a JV/Consortium, each partner of JV/Consortium should have good credentials and the JV/Consortium should meet the technical and financial criteria as per GCC/Tender documents .

2.4 CONSTITUTION OF THE FIRM:

- 2.4.1 The tenderer/s who are constituents of firm, company association or society must forward attested copies of the constitution of their concern, partnership deed and power of attorney 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 or society as the case may be Co-operative societies must likewise submit a attested copy of their certificate of registration along with the documents as above mentioned.

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

“JVs/ Consortiums/ MOUs shall be considered in accordance with Tender Notice / approved tender conditions/GCC.

- 2.4.2. (a) If the tenderer expires after the submission of his tender or after the acceptance of his tender, the DFCCIL shall deem such tender/contract as cancelled, if a partner of firm expires after the submission of their tender, the DFCCIL shall deem such tender as cancelled unless the firm retain its character.
- 2.4.2. (b) If the contractor's firm is dissolved on account of death, retirement of any partners or for any reason what-so-ever before fully completing the whole work or any part of it, undertaken by the principal agreement the surviving partners shall remain jointly/severally and personally liable to complete the whole work to the satisfaction of the DFCCIL due to such dissolution.
- 2.4.2. (c) The cancellation of any documents such as power of attorney, partnership deed etc., shall forth be communicated to the DFCCIL in writing, failing which the DFCCIL shall have no responsibility or liability for any action taken on the strength of the said documents.
- 2.4.2. (d) The value of contract and the quantities given in the attached schedule of items, rates and quantities are approximate and are given only as a guide. These are subject to variations/additions and omission. The quantum of work to be actually carried out shall not form the basis of any dispute regarding the rates to be paid and shall not give rise to claim for compensation on account of any increase or decrease either in the quantity or in the contract value.

2.5 INCOME TAX DEDUCTION

- 2.5.1 Under Section 194-C of the Income Tax Act 1961 deduction at the rates plus surcharge as applicable under Income Tax rules will be made for sums paid for carrying out the work under this contract.

3.0 EARNEST MONEY:

- 3.1.1** The tender must be accompanied by a sum of **Rs.2.12 (Rs. Two Point One Two Lac only)** as earnest money in the manner prescribed in para 3.2. failing which the tender shall be summarily rejected. The earnest money shall be rounded to the nearest Rs. 10.

Labour Co-operative are required to deposit only 50% of the earnest money as referred to clause 3.1 above.

3.1.2 The tenderer/s shall keep the offer open for a period of 90 days from the date of opening of the tender in which period tenderer/s cannot withdraw his/their offer subject to period being extended further, if required, by mutual agreement from time to time. It is understood that the tender documents have been sold/issued to the tenderer/s and tenderer/s is/are being permitted to in consideration of stipulation on his/their part that after submitting his/their offer he/they will not resile from his/their offer or modify the terms and conditions thereof in a manner not acceptable to DFCCIL,Ambala should the tenderer/s fail to observe to comply with the foregoing stipulation or fail to undertake the contract after acceptance of his/their tender the entire amount deposited as earnest money for the due performance of the stipulation and to keep the offer open for the specified period, shall be forfeited to the DFCCIL.

If the tender is accepted, the amount of all earnest money will be held as initial security deposit for due and faithful fulfillment of the contract. The earnest money of unsuccessful tenderer/s will, save as herein before provided be returned to the unsuccessful tenderer/s within a reasonable time, but DFCCIL shall not be responsible for any loss or depreciation that happen to the earnest money for the due performance of the stipulation and to keep the offer open for the period stipulated in the tender documents while in DFCCIL possession nor will be liable to pay interest thereon.

3.2 The Earnest Money of the requisite amount referred to in Clause 3.1 above is required accompanied with the tender documents to be deposited in f/o DFCCIL, New Delhi in any of the following forms:-

- (i) Deposit receipts, pay orders & demand drafts. These forms of earnest money could be either of the State Bank of India or of any of the Nationalized Banks or by a Scheduled Bank. No confirmatory advice from Reserve Bank of India will be necessary.
- (ii) The above instruments should be pledged in favour of,Dedicated Freight Corridor Corporation of India Ltd, Ambala.

NOTE:-

1. Tenders submitted with Earnest Money in any form other than those specified above shall not be considered.
2. Any request for recovery from outstanding bills for earnest money against present tender will not be entertained , under any circumstances, be entertained.
3. No interest will be payable upon the Earnest Money and Security Deposit or amount payable to the contractor under the Contract.

3.3 The previous deposits of earnest money may be considered for adjustment against the present tender if so desired by the tender/s only when the earlier tender has been finalized and the earnest money deposited has actually become available with DFCCIL without any attachment and there is no change in the constitution of the parties seeking adjustment.

4.0 ACCEPTANCE OF TENDER:

- 4.1 "IF THE TENDERER/S DELIBERATELY GIVES A WRONG INFORMATION/ WHOSE CREDENTIALS/DOCUMENTS IN HIS/THEIR TENDERS AND THEREBY CREATE (S) CIRCUMSTANCES FOR ACCEPTANCE OF HIS/THEIR TENDER, DFCCIL RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE, BESIDES.DFCCIL RESERVE THE RIGHT TO CANCEL ALL THE BIDS WITHOUT ASSINING ANY REASON WHAT SO EVER IT IS.
- 4.2 The authority for acceptance of tender rests with CPM/Dedicated Freight Corridor Corporation of India Ltd, Old Railway Colony,Near Anand Market, Ambala Cantt may be who does not undertake to assign reasons for declining to consider any particular tender or tenders. He also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tender if deemed necessary.
- 4.3 The successful tenderer/s shall be required to execute an agreement with the Dedicated Freight Corridor Corporation of India Ltd, Old Railway Colony, Near Anand Market, Ambala Cantt for carrying out of the work as per agreed conditions. The cost of stamp for the agreement will be borne by the Dedicated Freight Corridor Corporation of India Ltd.
- 4.3.1 The contractors operation and proceedings in connection with the works shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force and the contractor shall further observe and comply with the bye-laws and regulations of the Govt. of India, State Govt. and of Municipal other authorities having jurisdiction in connection with the works or site over operations such as these are carried out by the contractor/s and shall give all notice required by such bye-laws and regulations. The Hospital and medical regulations in force for the time being shall also be complied with by the contractor/s and his workmen.
- 4.3.2 The contractor shall be responsible for the observance of the rules and regulations under all General conditions of contract.
- 4.3.3 The contractor shall at all times keep the DFCCIL administration indemnified against all penalties that may be imposed by the Govt. of India or State Govt. for infringements or any of the clause of the mines act and rules made there under in respect of quarries from which the ballast for these works is procured.
- 4.4 The tenderer/s shall not increase his/their rate in case the DFCCIL Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawals of the original offer and rates originally quoted will be binding on the tenderer/s.
- 4.5 The tenderer/s shall submit an analysis of rates called upon to do so.
- 4.6 A corrigendum shall be issued in case the increase in quantity in one or more items result an extra expenditure in excess of 10% of the value of the contract or Rs.50,000/- whichever is less. For the purpose of assessing the increase in the quantity and the increase in the value of contract only such of the items in which

there is any increase shall be taken into account and the saving in other items ignored.

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

4.8 Variation in quantities:

4.8.1 "The tenderer/contractor will be bound to execute the following quantities as per the original agreement rate.

(a) Individual NS items in contract shall be operated with variation of plus or minus 25% of the agreement quantity and payment would be made as per the agreement rate.

4.8.2 In case there is an increase in quantities of individual non schedule items by more than

(a) 25% of the original agreement quantity for major value items, each of which is more than 1% of the total original agreement value,

(b) 100% of the original agreement quantity for minor value items, each of which is less than 1% of the total original agreement value,

the general condition of contract and the Codal provisions will be followed.

Note:- In case non schedule items, the limit of 25% mentioned in 4.8.2 (a) above and 100% as mentioned in 4.8.2 (b) above would apply on quantity of individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

5.0 Security deposit and performance Guarantee on Acceptance of Tender

5.1 The security deposit/rate of recovery/mode of recovery on acceptance of tender shall be as under:

A	The security deposit for the work will be 5% of the contract value,
B	The rate of recovery will be at the rate of 10% of the bill amount till the full security deposit is recovered,
C	Security deposit will be recovered only from the running bill of the contract and no other mode of collecting security deposit such as security deposit in the form of instruments like BG, FDR etc. shall be accepted towards security deposit.

The total security deposit recoverable from a contractor including the amount of earnest money deposited with the tender as given in Clause above will not exceed the security amount recoverable at the rates mentioned above.

The security deposit unless forfeited whenever the contract is rescinded. The Security Deposit unless forfeited in whole or in part according to the terms and conditions shall

be released to the contractor only after the expiry of the maintenance period and after passing the final bill based on 'no claim certificate'. Thus before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained. The competent authority should issue the certificate regarding the expiry of the maintenance period and passing of the final bill based on 'no claim certificate'. The competent authority shall be the authority who is competent to sign this contract.

After the work is physically completed , security deposit recovered from the running bills of the contractor can be returned to him if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount submitted by contractor.

5.2. Performance Guarantee:

- (a) On acceptance of the tender, the successful bidder may give Performance Guarantee amounting to 5% of the contract value in any of the following forms:-
- (i) A deposit of cash,
 - (ii) Irrevocable Bank guarantee,
 - (iii) Government securities including State Loan Bonds at 5% below the market value,
 - (iv) Deposit Receipts, Pay orders, Demand Drafts and Guarantee Bonds. These forms of performance guarantee could be either of the State Bank of India or any of the Nationalized Banks
 - (v) Guarantee Bonds executed or deposits Receipts tendered by all Scheduled Banks,
 - (vi) A deposit in the Post office Saving Bank,
 - (vii) A deposit in the National Saving Bank,
 - (viii) Twelve years National Defence Certificates,
 - (ix) Ten years Defence deposits,
 - (x) National Defence Bonds, and
 - (xi) Unit Trust certificates at 5 percent below market value or at the face value whichever is less.
 - (xii) FDR

All the instruments mentioned in (iii) to (xii) above should be in favour of DFCCIL, New Delhi.

- (b) A Performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement as per Performa prescribed by DFCCIL.. The agreement should normally be signed within 15 (Fifteen) days after the issue of LOA and the Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the contractor shall get the validity of performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- (c) The Performance Guarantee (PG) shall be released after the physical completion of the work based on the "completion certificate" issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The certificate, inter alia, should mentioned that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the

contractor and that there is no due from the contractor to DFCCIL against the contract concerned. The competent authority shall normally be the authority who is competent to sign this contract. If the competent authority is of the rank lower than JA grade, then a JA Grade Officer (concerned with the work) should issue the certificate.

- (d) Whenever the contract is rescinded, the security deposit shall be forfeited and the performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating the tender for executing the balance work. If the failed contractor is a JV or a Partnership Firm then every member / Partner of such a firm shall be debarred from participating in the tender for the balance work either in his / her individual capacity or as a partner of any other JV / Partnership firm.
- (e) The Engineer shall not make a claim under the performance Guarantee except from amount to which the DFCCIL is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the contractor to pay DFCCIL any amount , 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 provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

5.3 Whenever the Railways PSUs are awarded works contracts by DFCCIL, on single tender basis, they are exempted from the requirements of submitting performance guarantee.

However, in the event of failure of the Railway PSU to successfully execute the contract as per terms and conditions laid down in the agreement, a penalty equivalent to 5% of the original value of contract would be levied.

If Railway PSUs are awarded contract through competitive bidding (open tender, special limited tender etc.) the normal rules regarding submission performance bank guarantee as applicable to other tenderer/s shall be applicable to these PSUs.

6.0 CONDITIONS OF CONTRACT AND SPECIFICATIONS;

- 6.1 Except where specifically stated otherwise in the tender documents the work is to be carried in accordance with (i) Dedicated Freight Corridor Corporation of India Ltd instructions and as per General Conditions of contract regulations and instructions for tenderer/s and standard form of contract 1999 amended from time to time & up to date(ii) Northern Railway Unified Standard Schedule of Rates (Works & Material)- 2010 amended from time to time & up to date and (iii) Indian

Railway unified standard Specifications (Works & Material)- 2010 Volume-I & Volume-II.

- 6.2 The tender documents referred to in clause 2.1.1 above will govern the works done under this contract in addition to documents referred to in clause 6.1 above. Where there is any conflict between special tender conditions regarding instructions to tenderer/s, Special conditions relating to site data and specifications and the stipulations contained in the schedule of rates and quantities on the one hand and the Indian Railway unified standard Specifications (Works & Material)- 2010 Volume-I & Volume-II, the General Conditions of Contract 1999 etc. and Northern Railway Unified Standard Schedule of Rates (Works & Material)- 2010 on the other hand the former shall prevail.

7.0 STUDY OF DRAWINGS AND LOCAL CONDITIONS;

- 7.1 The drawings for the works can be seen in the office of the **CPM**, Dedicated Freight Corridor Corporation of India Ltd, old Railway colony near Anand Market, AMBALA cantt. It should be noted by tenderer/s that these drawings are meant for general guidance only and the DFCCIL may suitably modify them during the execution of the work according to the circumstances without making the DFCCIL liable for any claims on account of such changes.

- 7.2 The tenderer/s is/are advised to visit the site of work and investigate actual conditions regarding nature and conditions of soil, difficulties involved due to inadequate stacking space, due to built up area around the site, availability of materials water and labour probable sites for labour camps, stores, godowns, etc. They should also satisfy themselves as to the sources of supply and adequacy for their respective purpose of different materials referred in the specifications and indicated in the drawings. The extent of lead and lift involved in the execution of works and any difficulties involved in the execution of work should also be examined before formulating the rates for complete items of works described in the schedule.

- 7.2.1 It should be keep in mind by the tenderers that this work is a severely staggered type involving six districts of three states and may be there a situation that any private structure may exist at the location where boundary wall is required to be constructed. The same will be removed on the basis of mutually agreed rates by the contractor or any other means by DFCCIL. If this process delays the work of boundary wall in any manner, DFCCIL will not entertain any claim on this ground by the contractor.

- 7.3.1. **Fencing at work:** Contractor(s) while executing the work of shall provide suitable fencing/barricading to protect/segregate the existing Railway line and local public property and public from any damage and un-toward incident, as per ;the directions or plan approved by Engineer-in-charge. The payment of barricading/fencing shall be paid by the tenderer. No work will be started till the fencing/barricading is provided and clearance is issued by the Engineer-in-charge.

- 7.3.2 Suitable gates/barriers should be installed across the new embankment, preferably adjoining the manned/unmanned level crossings and any other danger zone.

- 7.4 During execution of the work, contractors shall ensure that all safety precautions are taken by their man to protect themselves and site to prevent any untoward

incident. In this regard contractor will ensure that adequate number of safety helmets, safety belts, safety jackets with reflective arm band; rope ladders emergency light etc. are available at site before the work is actually started. The above list is only indicating and is not exhaustive and safety item will be arranged as per the requirement. DFCCIL reserve the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard. Decision of CPM/Ambala will be final and binding upon the contractor. The cost of all the safety gear is deemed to have been included in the rates quoted and nothing extra is payable under this contract.

8.0. PERIOD OF COMPLETION

- 8.1 The entire work is required to be completed in all respects within **6(Six) months** from the date of issue of the acceptance letter. Time is the essence of contract. The contractor/s will be required to maintain speedy and required progress to the satisfactions of the Engineer to ensure that the work will be completed in all respects within the stipulated period failing which action may be taken by the DFCCIL Administration in terms of Clause 17 and/or clause 62 of the General Conditions of Contract, 1999.
- 8.2 The contractor/s shall arrange to execute the different items of works in close consultation with and as per directions of the Engineer.
- 8.3 The contractor/s will be required to give DFCCIL monthly progress report of the work done during the month on 4th of the following month. He will also give to the CPM/Ambala the programme of work to be done in coming month by 25th of the preceding month. The programme will be subject to alteration or modification at the direction of the CPM/Ambala. who may discuss such modifications or alterations with the contractor as considered necessary. Approval of any programme shall not in any way relieve the contractor from any of the obligations to complete the whole of work by the prescribed time or extended time, if any.

9.0 RATES FOR PAYMENT

- 9.1 The rates given in the attached schedule of rates tendered by the contractor and as accepted by the DFCCIL will form the basis of payment for such items under this contract.
- 9.2 No material price variation or wages escalation on any account whatsoever the compensation for Force, majeure etc. shall be payable under the contract except payable as per price escalation clause if any, provided separately in the tender documents.
- 9.3 The rates for any item work not included in the (Schedule of items, Rates and quantities) and which the contractor may be called upon to do by DFCCIL Administration shall be fixed by the supplementary written agreement between the contractor and the DFCCIL before the particular item or items of work is/are executed in the event of such agreement not being entered into and executed the DFCCIL may execute these works by making alternative arrangements. DFCCIL will not be responsible for any loss or damages on this account.
- 9.3.1 The contractor shall work in close co-operation with the contractor/ departmental staff working in the adjacent sections of DFCCIL/Railway local authorities.

- 9.4 It should be specifically noted by the tenderer/s that no separate loading, unloading and leading charges for materials by the DFCCIL and the rates quoted by the tenderer/s shall be inclusive of all these charges.
- 9.5 The items Nos. description, units and rates given in schedule of rates shall be treated as authority and will be binding on the contractor as per accepted rates.
- 9.6 Should there arise any items which may be necessary for the completion of work but which does not appear in the Schedule of items, rates and Quantities attached with tenders, items rate will be fixed by analysis of actual inputs of all types including labour and material. The rates for such non-scheduled items occurring during the course of construction shall be payable subject to the approval of the competent authority. No items of work requiring non-schedule rates will be carried out unless ordered to do so by the Engineer. The rates derived by the Dedicated Freight Corridor Corporation of India Ltd on the basis of actual inputs with the consent of contractor will be applicable during the entire currency of tender period.
- 9.7 Payment for the work done will be made to the contractor only when the formal agreement has been executed between the parties.
- 9.8 SUPPLEMENTARY AGREEMENT :** Will be executed between DFCCIL for the execution of any item/items not included in the tender before execution of such work.
- 9.9 Precautions at Site:**
- 9.9.1 All borrow pits dug for and in connection with the construction of work shall be deep and connected with each other in the formation of drain directed towards the lowest level and properly sloped for discharge into a river, stream, channel or drain and no person shall create any isolated borrow pit which is likely to cause accumulation of water which may breed mosquitoes.
- .
- 10.0 SETTING OUT WORKS**
- 10.1 The contractor is to set out the whole of the work in consultation with the Engineer or an official to be deputed by the Engineer and during the progress of works to amend on the requisition of the Engineer any errors which may arise there in and provide efficient and sufficient staff and labour thereon. The contractor shall also alter or amend any errors in the dimension lines on level to the satisfaction of the Engineer or his authorized representative without claiming any compensation for the same.
- 10.2 The contractor shall provide, fix and be responsible for maintenance of all boundry pillars, and shall take all necessary precautions to prevent their being removed altered or disturbed and will be responsible for the consequence of such removal, alterations or disturbances and for their efficient reinstatement during the currency of tender and maintenance period as specified.
- 10.3 The contractor shall protect and support, as may be required or as directed by the Engineer, Railway ground and overhead electric lighting, the telegraphs/telephones

and crossing water service main pipes and cables and wire and altogether matters and things of whatever kind not otherwise herein specified other than those specified or directed to be removed or altered which may be interfered with or which is likely to be affected disturbed or endanger by the execution of the works and shall support provided under this clause to such cases as directed by the Engineer. No payment shall be made by the Railway to the contractor for these works on account of delay for re-arrangement of road traffic or in the contractor having to carry out the short lengths and in such places as per conditions and circumstances may warrant. These will not form the basis of any claim and or dispute for compensation of any kind.

11.0 DRAWING FOR WORKS:

- 11.1 The DFCCIL Administration reserves the right to modify the plans and drawings as referred to in the special data and specifications as also the estimate and specifications without assigning any reasons as and when considered necessary by the DFCCIL. The percentage rates for the schedule items and items rates for the non-schedule items quoted by the contractor as may be accepted by the DFCCIL will, however, hold good irrespective of any changes, modifications, alterations, additions, omissions in the location of structures and detailed drawings, specifications and/or the manner of executing the work..
- 11.2 No claim whatsoever will be entertained by the DFCCIL on account of any delay or hold up of the work/s arising out delay in approval of drawings, changes, modifications, alterations additions, omission and the site layout plans or details drawings and design and or late supply of such material as are required to be arranged by the Railway or due to any other factor on Railway Accounts.

12.0. SUPPLY OF MATERIAL BY THE DFCCIL

- 12.1 If at any time, material which the contractor/s should normally have to arrange himself/themselves, are supplied by the DFCCIL either at the contractor request or in order to prevent any avoidable delay in the execution of work due to the contractor's inability to make adequate timely arrangements for supply thereof or for any other reason, recovery will be made from the contractor's bill either at the market rate prevailing at the time of supply or at the book rate whichever is greater and fixed departmental charges viz. freight at 5% (8.33% for items or iron and GI pipe steel) incidental charges at 12% and added on total cost of supervision charges at 12-1/2%.
- 12.1.1 In the case, cement and/or steel is issued to the contractor/s on the cost to be recovered for use on the work, the supply thereof shall be made in stages limited to the quantity/quantities computed by the DFCCIL according to the prescribed specifications and approved drawings as per the agreement. This will be without prejudice to the right of the DFCCIL to take action against the contractor/s under the conditions of the contract for not doing/completing the work according to the prescribed specifications and approved drawings. If it is discovered that the quantity of cement and steel used is less than the quantity ascertained as herein before provided the cost of the cement and/or steel not so used shall be recovered from the contractor/s .

12.1.2 The contractor shall be responsible for the safe transport custody and storage of all materials to used by him and he will be liable to make good the loss due to any cause whatsoever, that may be suffered by the DFCCIL on this account. Special precautions should be taken in respect of cement while transporting cement, step should be taken to safeguard against cement becoming damp or wet due to moisture or rain. The contractor will also be responsible for storing cement in damp proof condition at site of work at his own cost in accordance with the standard specifications. The engineer shall decide whether the cement stored in the godowns is fit for the work and his decision shall be final and binding to the contractor/s.

12.2. SUPPLY OF CEMENT AND STEEL BY THE DFCCIL

12.2.1. Cement and steel required for temporary works timbering, shuttering, centering, scaffolding, etc. will have to be arranged entirely by the contractor at his own cost.

13.0. SUPPLY OF MATERIALS BY THE CONTRACTOR/S

13.1 Materials used in the work by the contractor shall conform to the Standard Specifications and the relevant B.I.S./I.R.S. specifications, and should be approved by the engineer before utilizing them on works.

13.2 It should be clearly understood that the tendered rates include wastage and wash away due to rains, storms, floods or any other cause whatsoever.

13.3 No loading, unloading, lead, lift, stacking, octroi, sales tax, toll tax, royalty or any other charges will be paid for the materials, tools and plants and tools arranged and brought by the contractor to the site of work.

14.0. SERVICE ROADS

14.1 The contractor/s shall make his/their arrangements for service roads, paths etc. for carrying his/their tools and plants, labour and materials etc. and will also allow the DFCCIL/railway use of such paths and service roads etc. for plying it's on vehicles free of cost. The tenderer/s will be deemed to have included the cost of making any service roads, roads or paths, etc., that may be required by him/them for plying his/their vehicles for the carriage of his/their man and materials, tools, plants and machinery for successful completion of the work. Similarly, any other feeder road connecting any of the existing roads will be made by the contractor at his/their own cost including any compensation that may be required to be paid for the temporary occupation or usage of Govt. and or private land without involving the DFCCIL in any dispute for damage and /or compensation.

14.2 In case the DFCCIL/railway has its own paths, service roads, the contractor/s will be allowed to use of such paths or service roads free of cost. He / they shall, however, in no way involve the DFCCIL/railway in any claims or dispute of whatever kind due to the inaccessibility of such paths or service roads or due to their poor conditions and ;or maintenance or their being to be blocked and /or closed.

- 14.3 The rates quoted by the contractor as per schedule or items, rates and quantities shall form the basis of 'on account payment' for the various items under this contract.
- 14.4 In the course of execution of various items of work under schedule of items, Rates and Quantities running bills payment for partly completed works will be made to the contractor. The quantum of such works shall be decided by the engineer-in-charge whose decision shall be final and binding on the contractor. The contractor will enter all measurement of work done in measurement book provided by DFCCIL and test cheque will be done by DFCCIL representative.
- 14.5 No 'on account payment' by the DFCCIL shall protect the contractor/s against or prevent the DFCCIL from recovering the contractor/s any over payment made to him/them.
- 14.6 Final payment of the balance amount due, exclusive of the security deposit in terms of clause-5 of these special conditions, will be made after completion of entire work and on the certification of the engineer that work has been completed in all respect and found satisfactory. The security deposit will be refunded 6(Six) months after the date of completion according to clause 5.1 of these conditions.

15.0 EMERGENCY WORK

- 15.1 In the event of any accident or failure occurring in or about the work or arising out for or in connection with the construction /completion of the work which in the opinion of the engineer required immediate attention, the DFCCIL may be with its own workmen or other agency execute or partly execute the necessary work or carry out repairs if the engineer considers that the contractors is not in a position to do so in time and charge the cost thereof, as to be determined by the DFCCIL. to the contractor.
- 15.2 In terms of Clause 32 of GCC of May'99" the materials & plants brought by the contractor on the site or land occupied to be used for execution thereof shall immediately, they are brought upon the sites of this said land be deemed to be the property of the DFCCIL. Vehicles, equipments, plant and machinery of the contractor can be drafted by the DFCCIL Administration at their discretion in case of accidents, natural calamities involving human lives, breaches, stoppage of the train operations or any contingencies which requires such requisitioning as essential. The decision in this regard of the Engineer In charge or his superiors i.e CPM/Dy CPM/APM etc. shall be final and beyond the ambit of arbitration clauses i.e. exception of arbitration clauses.
- 15.3 In terms of the clause No.2.3.2 (A) (iv) tenderer is required to submit the list of equipment, machinery, construction tools and plants available/ deployed at site. The successful tenderer on receipt of acceptance letter and conveying their consent, shall submit name, addresses, telephone nos. fax nos./E-mail address of the persons to be contacted for requisition the above items as detailed in foregoing clause 15.2 and notify from time to time if any change in the list of equipment/machinery or the addresses/individuals to the Engineer In-charge in writing. The name and address, telephone no and the contractor officials name shall also be displayed at the site of work.

- 15.4 The man-power, consumable items and maintenance of the above tools & plants when requisitioned shall be the responsibility of the tenderer/contractor so that the equipments, machinery, tools & plants shall be available for effective utilization at the accident sites, natural calamities, breaches sites etc.
- 15.5 The hire charges per annum if provided by DFCCIL shall be calculated at the following rates on the purchase cost of the plant as under:-
- (i) Depreciation charges at the following rates:
 - a) Light plant 16% per annum.
 - b) Heavy plant 10% per annum.
 - c) Special plant 6% per annum
 - (ii) An additional 10% on the total of (1) above to meet contingencies.
 - (iii) 10% contractor profit on total cost as detailed (i) to (ii).
 - (iv) The hire charges per day shall be arrived at dividing the annual hire charges of total of (i) to (iii) above by 250, which shall be the assumed number of working days in year for this purpose. These higher charges will be payable from the day the plant is handed over to the DFCCIL to date on which it is returned by the contractor.
 - (v) The contractor manpower charges shall be payable @ minimum wages as notified by the State Govt/Local bodies/Labour deptt. As the case may be for highly skilled, semi-skilled personnel drafted for operating the plant & machinery.
 - (vi) The payment for the fuel cost shall be paid on the basis of the actual expenditure incurred by the contractor for purchases + 10% contractor's profit thereof which will be the payments towards his miscellaneous expenses too.

16.0 NIGHT WORK

- 16.1 If the engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order without confirming any right on the contractor for claiming any extra payment for the same.

17.0 DISPOSAL OF SURPLUS EXCAVATED MATERIALS

- 17.1 The contractor shall at all time keep the site free from all surplus earth, surplus materials, and all rubbish which shall arise from the works and should dispose of the surplus excavated materials as ordered by the engineer failing which it will be done at the cost of contractor and cost will be deducted from his dues.
- 17.2 The contractor shall within 15 days of completion of entire works remove all unused and surplus materials tools and plants staging and refuge or other materials produced by his operations and shall leave the site in a clear and tidy conditions.

18.0 SITE INSPECTION REGISTER

- 18.1 A site inspection register will be maintained by the Engineer or his representative in which the contractor will be bound to sign day to day entries made by the Engineer or his representative. The contractor is required to take note of the instructions given to him through the site inspection register and should comply with the same within a reasonable time. The contractor will also arrange to receive all the letters etc. issued to him at the site of works.
- 18.2 The contractor shall, from time to time (before the surface of any portion or the site is interfered with or the work thereon begun) take such levels as the Engineer may direct in his presence or any person authorized by him in writing. Such levels approved and checked by him or such authorized persons shall be recorded in writing and signed by the contractor and shall form the basis of the measurements. Immediately before any portion of the work, below water level is started the existing water levels are to be taken and recorded in a similar manner.
- 19.0** The contractor shall have to make and maintain at his own cost suitable approach road and path etc. for proper inspection of the various works. He shall also provide all facilities as required by the Engineer such as ladder and other appliances for satisfactory inspection of the works and places where materials for the work are stored or prepared.

20.0 OPENING UP OF WORK OR MATERIALS FOR INSPECTION OR TEST:

Should the Engineer or any representative consider it necessary for the purpose of enabling inspection of tests analysis to be made to verify or ascertain the quality of any part of the works or of any materials, the contractor shall as and when required by the Engineer or his representatives open up the work or materials for inspection or test or analysis, pull down or cut into any part of the work to make such openings, into under or through any part of the works as may be directed and shall provide all things facilities which in the opinion of the Engineer or his representative are necessary and essential for the purpose of inspection or test or analysis of the works or of any part thereof or the materials, or of workmanship and the contractor shall close up, cover, rebuild and made good the whole at his own cost, as and when directed by and to the satisfaction of Engineer provided always that of the work in the opinion of the Engineer is found to his satisfaction and in accordance with the contract. The excess expenditure in such examination, inspection or test shall, upon the certificate of the engineer, be borne by the contractor.

21.0 GENERAL

21.1 PROVISION OF LIGHT SIGNALS ETC.

The contractor/s shall make such provision for lighting the works, materials and plant and provide all such marks and lights, signals and other appliances as may be necessary or as may be required by the Engineer or other responsible authorities during the execution completion and maintenance of the work and shall provide all labour, stores, etc., required for their efficient working and use at any time of day or night. He/they shall also provide all arrangement of every description of watching and maintenance required in connection with foregoing and all other services for protection of any securing all dangerous places whether to the contractor's workmen or to other persons and or vehicular traffic until the work is certified by the engineer to have been completed and taken over in accordance with the contract.

21.2 The contractor/s will provide upon the works to the satisfaction of the Engineer and at such, places as he may nominate, proper and sufficient life saving, fire fighting and first aid appliances which shall at all times be available for use.

21.3 LABOUR CAMP

Land for setting up a workshop by the contractor or for his labour camp or for any other purpose, shall have to be arranged by the contractor at his own cost and under his own arrangements. The contractor, however, will be permitted to make use of the railway land to the extent that can be made available to him free of cost, by the DFCCIL in the vicinity of the site of works. The contractor/s shall at all times be responsible for any damage or trespass committed by his agent and workmen for carrying out the work.

21.4 The DFCCIL administration may recommend to the concerned authorities the issue of necessary transport permits for the work. The contractor shall, however, furnish full justification for the above facilities, to enable the DFCCIL administration to address the State Government or other authorities in this connection. The contractor shall also maintain regular log book of receipts and issue of the materials to work, if so required by the Civil Authorities. No claim would, however, be entertained by the non-issue of any priority permits or owing to any interruption in supply.

21.5 No claim for idle labour and or idle machinery etc. on any account will be entertained. Similarly no claim shall be entertain for business loss or any such loss.

22.0 Levy of Token Penalty

22.1 Attention is invited to clause 17 (B) of the GCC and clause 8.1 of tender condition according to which time is the essence of the contract. The competent authority while granting extension to the currency of contract under 17 (B) of GCC may also levy token penalty as deemed fit.

23.0 SALES TAX/TURN OVER TAX/LOCAL TAX.

The contractor shall be governed by the Taxes applicable at the place of actual execution of work.

23.1 Sales Tax including turn over tax on works contract, octroi, royalty, toll tax, local tax on materials as well as services and any other tax levied by Central Govt /State Govt. or local bodies shall be borne by the tenderer. No part of such taxes on contractor's labour/material or any other account will be paid by the DFCCIL. Therefore, the contractor must ascertain the various taxes levied by the concerned Govt or local bodies at the place of execution of work and take into account for the same while quoting the rates. This should be kept in view before tendering.

23.2 If there is any increase/decrease/imposition of new tax/removal of existing tax by Central Govt/State Govt/Local bodies in respect to any of the tax mentioned above, the same shall be borne by the contractor and neither any additional payment will be made, nor any recovery will be made on this account. This should also be kept in view before tendering, as no subsequent changes will be made in the rates payable to the contractor on this account.

- 23.3 DFCCIL will deduct the sales tax or any other tax specified by the concerned Central Govt/State Govt/Local bodies if required to be deducted at source under the relevant laws as applicable on the date of making the payment. Railway will issue a certificate regarding tax so deducted. It will be responsibility of the contractor to make further correspondence with concerned Govt or local bodies to ensure full deposition of the tax or for claiming a refund, if due, as is done in case of income tax.
- 23.4 In case any tax is notified to be deducted at source from a specified date and certain payments have already been made in the period that lapsed between the date of applicability of tax and the actual date of implementation of the same, tax required to be deducted at source for this period will be recovered from the subsequent payment.
- 24.0** All payments in respect of the contract during the currency of the contract shall be made through electronic Clearing system (ECS)/Electronic Funds Transfer (EFT). The successful tenderer on award of contract must submit ECS/EFT Mandate Form complete in all respects as detailed at annexure-J of the tender document. However, if the facility of ECS/EFT is not available at a particular location the payment shall be made by Cheque. In such case the successful tenderer on award of contract will have to furnish contractor's Bank Account Number and Name of the Bank against which all payments in respect of the contract during the currency of contract shall be made.
- 25.0** Contractor(s) executing the works adjacent to the existing Railway track for e.g. doubling, gauge conversion, yard remodeling etc. will take all care for avoiding any damage to the underground/OH services such as S & T cables, electric cables/wires, pipelines/sewer lines etc. They must ensure that the work is started after obtaining clearance in writing from the Engineer-in-charge regarding the route for signaling/electrical cables/water supply/sewer lines etc. However, if any damage occurs during execution, he will immediately report the same to the Engineer-in-charge and stop the work further till clearance for restarting he work is given by the Engineer-in-charge. It may be further noted that if it is proved that damage is occurred due to the negligence on the part of the contractor, the cost of the damage will be recovered from him/them. The decision of Engineer-in-charge will be final and binding upon the contractor(s).

26.0 Rules Applicable for tender documents downloaded from internet.

- 26.1. Tenderer/s are free to down load tender documents at their own risk and cost for the purpose of perusal as well as for using the same as tender documents for submitting their offer. Master copy of the tender documents will be available in the office of the CPM/ Dedicated Freight Corridor Corporation of India Ltd, Old Railway Colony, Near Anand Market, Ambala cantt. After award of work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of CPM/ Dedicated Freight Corridor Corporation of India Ltd, old railway colony,near Anand market,Ambala and not based on the tender documents submitted by the tenderer.

In case of any discrepancy between the tender documents downloaded from internet and the master copy, later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

27.0 DELETED

28.0 Maintenance Period : The contractor will have to maintain the work for a period of **06 (Six)** months from the date of completion of work as certified by Engineer-in-charge of the work.

29.0 Price Variation Clause (PVC) :

29.1 Price Variation Clause (PVC) shall be applicable only for tenders of value as prescribed by the Ministry of Railways through instructions/circulars issued from time to time and irrespective of the contract completion period. Materials supplied free of cost by DFCCIL to the contractors shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by DFCCIL free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation.

29.2 The Base Month for 'Price Variation Clause' shall be taken as month of opening of tender including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the month of opening of tender. The Price Variation shall be based on the average Price Index of the quarter under consideration.

29.3 Rates accepted by DFCCIL Administration shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price Variation Clause given hereunder.

29.4 Adjustment for variation in prices of material, labour, fuel, explosives, detonators, steel, concreting, ferrous, non-ferrous, insulators, zinc and cement shall be determined in the manner prescribed.

29.5 Components of various items in a contract on which variation in prices be admissible, shall be Material, Labour, Fuel, Explosives, Detonators, Steel, Cement, Concreting, Ferrous, Non-ferrous, Insulator, Zinc, Erection etc. However, for fixed components, no price variation shall be admissible.

29.6 The percentages of labour component, material component, fuel component etc. in various types of Engineering Works shall be as under :

Component	Percentage	Component	Percentage
(A) Earthwork Contracts :			
Labour Component	50%	Other Material Components	15%
Fuel Component	20%	Fixed Component *	15%

(B) Ballast and Quarry Products Contracts :			
Labour Component	55%	Other Material Components	15%
Fuel Component	15%	Fixed Component *	15%
(C) Tunnelling Contracts :			
Labour Component	45%	Detonators Component	5%
Fuel Component	15%	Other Material Components	5%
Explosive Component	15%	Fixed Component *	15%
(D) Other Works Contracts :			
Labour Component	30%	Fuel Component	15%
Material Component	40%	Fixed Component *	15%

* It shall not be considered for any price variation.

29.7 The Amount of variation in prices in several components (labour material etc.) shall be worked out by the following formulae :

- (i)
$$L = R \times \frac{(I-I_0)}{I_0} \times P$$
- (ii)
$$M = R \times \frac{(W-W_0)}{W_0} \times Q$$
- (iii)
$$U = R \times \frac{(F-F_0)}{F_0} \times Z$$
- (iv)
$$X = R \times \frac{(E-E_0)}{E_0} \times S$$
- (v)
$$N = R \times \frac{(D-Do)}{Do} \times T$$
- (vi)
$$Ms = O \times (Bs-Bso)$$
- (vii)
$$Mc = A \times (Wc-Wco)/Wco$$

For Electrification Works :

- (viii)
$$Mcc = [(C-Co)/Co \times 0.4136] \times G$$
- (ix)
$$Mf = [(Sf-Sfo)/Sfo + (Z-Zo)/Zo \times 0.06] \times H$$
- (x)
$$Mnf = [(Cu-Cuo)/Cuo] \times J$$
- (xi)
$$Mz = [(Z-Zo)/Zo] \times W$$
- (xii)
$$MIN = [(In - Ino)/In] \times 85$$

Where,

- L Amount of price variation in Labour
- M Amount of price variation in Materials
- U Amount of price variation in Fuel
- X Amount of price variation in Explosives
- N Amount of price variation in Detonators
- Ms Amount of price variation in Steel
- Mc Amount of price variation in Cement
- Mcc Amount of price variation in Concreting
- Mf Amount of price variation in Ferrous
- Mnf Amount of price variation in Non-Ferrous
- Mz Amount of price variation in Zinc
- MIN Amount of price variation in Insulator
- O Weight of steel in tonnes supplied by the contractor as per the 'on-account' bill for the month under consideration
- R Gross value of work done by contractor as per on-account bill(s) excluding cost of materials supplied by DFCCIL at fixed price minus the price values of cement & steel. This will also exclude specific payment, if any, to be made to the consultants engaged by contractors (such payment shall be indicated in the contractor's offer)
- A Value of Cement supplied by Contractor as per on account bill in the quarter under consideration
- Io Consumer Price Index Number for Industrial Workers - All India - Published in R.B.I. Bulletin for the base period
- I Consumer Price Index Number for Industrial Workers - All India - Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
- Wo Index Number of Wholesale Prices – By Groups and Sub-Groups – All commodities – as published in the R.B.I. Bulletin for the base period
- W Index Number of Wholesale Prices – By Groups and Sub- Groups – All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
- Fo Index Number of Wholesale Prices – By Groups and Sub-Groups for Fuel, Power, Light and Lubricants as published in the R.B.I. Bulletin for the base period
- F Index Number of Wholesale Prices – By Groups and Sub-Groups for Fuel, Power, Light and Lubricants as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
- Eo Cost of explosives as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of explosives are made by the contractor for the base period

- E Cost of explosives as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of explosives are made by the contractor for the average price index of the 3 months of the quarter under consideration
- Do Cost of detonators as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of detonators are made by the contractor for the base period
- D Cost of detonators as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of detonators are made by the contractor for the average price index of the 3 months of the quarter under consideration
- Bs SAIL's (Steel Authority of India Limited) ex-works price plus Excise Duty thereof (in rupees per tonne) for the relevant category of steel supplied by the contractor as prevailing on the first day of the month in which the steel was purchased by the contractor (or) as prevailing on the first day of the month in which steel was brought to the site by the contractor whichever is lower
- Bso SAIL's ex-works price plus Excise Duty thereof (in Rs. per tonne) for the relevant category of steel supplied by the contractor as prevailing on the first day of the month in which the tender was opened
- Wco Index No. of Wholesale Price of sub-group (of Cement) as published in RBI Bulletin for the base period
- Wc Index No. of Wholesale Price of sub-group (of Cement) as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
- C RBI wholesale price index for cement for the month which is six months prior to date of casting of foundation
- Co RBI wholesale price index for cement for the month which is one month prior to date of opening of tender
- Z IEEMA price for Zinc for the month which is two months prior to date of inspection of material
- Zo IEEMA price for Zinc for the month which is one month prior to date of opening of tender
- Cu IEEMA price for Copper wire bar for the month which is two months prior to date of inspection of material.
- Cuo IEEMA price for Copper wire bar for the month which is one month prior to date of opening of tender.
- Sf IEEMA price index for Iron & Steel for the month which is two months prior to date of inspection of material.
- Sfo IEEMA price index for Iron & Steel for the month which is one month prior to date of opening of tender.
- In RBI wholesale price index for Structural Clay Products for the month which is two months prior to date of inspection of material
- Ino RBI wholesale price index for Structural Clay Products for the month which is one month prior to date of opening of tender

- P % of Labour component
 Q % of Material component
 Z % of Fuel component
 S % of Explosive component
 T % of Detonators component
 G % of Concreting Component
 H % of Ferrous Component
 J % of Non-Ferrous Component
 W % of Zinc Component

- 29.8 The demands for escalation of cost shall be allowed on the basis of provisional indices made available by Reserve Bank of India. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.
- 29.9 Relevant categories of steel for the purpose of operating Price Variation formula, as mentioned in this Clause, based on SAIL's ex-works price plus Excise Duty thereof, shall be as under :

SL	Category Of Steel Supplied In Railway Work	Category Of Steel Produced By SAIL Whose Ex-Works Price Plus Excise Duty Would Be Adopted To Determine Price Variation
1	Reinforcement bars and other rounds	TMT 8mm IS 1786 Fe 415/Fe 500
2.	All types and sizes of angles	Angle 65 x 65 x 6 mm IS 2062 E250A SK
3.	All types and sizes of plates	PM Plates above 10-20 mm IS 2062 E250A SK
4.	All types and sizes of channels and joists	Channels 200 x 75 mm IS 2062 E250A SK
5.	Any other section of steel not covered in the above categories and excluding HTS	Average of price for the 3 categories covered under SL 1, 2 & 3 above

29.10 Price Variation During Extended Period Of Contract

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

- (a) In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17-A, the price adjustment for the period of extension granted under Clause 17-B shall be limited

to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17-A of the General Conditions of Contract; as the case may be.

- (b) In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17-A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17-B of the General Conditions of Contract.

**Chief Project Manager, DFCCIL,
Old Railway Colony, Near anand market, Ambala
for and on behalf of DFCCIL .**

**Signature of the Tenderer/s
Address**

SUPPLEMENTARY AGREEMENT

Articles of Agreement made this day _____in the year Two thousand and_____between the DFCCIL, acting through the CPM, Dedicated Freight Corridor Corporation of India Ltd., Administration having his office at Ambala hereinafter called the DFCCIL of the one part and _____of the second part.

Whereas the party hereto of the other part executed an agreement with the party hereto of the first part being agreement No _____ dated _____ for the performance of _____ here-in-after called 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 of the party hereto of the second part diverse sums from time to time aggregating to Rs._____ including__the final bill bearing Vr. No.____ dated____(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 Rs._____through the final bill bearing Vr. No.____ dated _____(the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto 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 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 in consideration of the payment already made, under the agreement, the said Principal .Agreement shall stand finally discharged and rescinded all the terms and conditions including the arbitration clause.

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 contractor/s

For and on behalf of the
DFCCIL

Witness of the Signature.

Witness of the Signature

1. _____

1. _____

2. _____

2. _____

Annexure-B

PROFORMA
DECLARATION

I/We hereby solemnly declare that I/We visited the site of the work (as on top sheet) personally and have made myself/ourselves fully conversant of the conditions therein and in particular the following :-

1. Topography of area
2. Soil strata at site of work.
3. Source and availability of construction material.
4. Rates for construction of material, water electricity including all local taxes, royalties, octrois etc.
5. Availability of local labour (both skilled and unskilled) and relevant labour rates and labour laws.
6. The existing roads and approaches to the site of work and requirements for further services roads/approaches to be constructed by me/us.
7. The availability and rates of private land etc. that shall be required by me/us for various purposes.
8. Climatic conditions and availability of working days.

I/We have quoted my/our rates for various items in the schedule of items, quantities and rates taking into account all the above factors also.

Signature of the Tenderer/s

Constitution of Firm

1. Full name of contractor/s construction firm and year of establishment.
2. Registered Head Office Address.
3. Branch Office in India.
4. Address on which correspondence regarding this tender should be done.
5. Constitution of firm, give full details including name of partners/executives/power of attorney/holders etc.
6. Particulars of registrations with Government/Semi Govt. Organization, Public Sectors Undertakings and local bodies etc.

Signature of the Tenderer/s.

ANNEXURE-D**Details of Plant and Machinery, already available with the firm.**

SN	Particulars of equipment	No. of unit	Kind and make firm from which to be hired	Capacity
1	2	3	4	5

Date by which the plant would be available for use on this work.	Age & Condition	Work on which it is being used
6	7.	8.

Signature of the Tenderer/s.

ANNEXURE-E

LIST OF ENGINEERS/PERSONNEL ALREADY AVAILABLE/PROPOSED TO BE EMPLOYED FOR DEPLOYMENT ON THIS WORK:

S.No.	Name & Designation	Qualification	Professional Experience	Organization With whom working	Date by which personnel will be available for this work.
1	2	3	4	5	6

Signature of the Tenderer/s.

Annexure-F**STATEMENT OF WORKS EXECUTED BY THE CONTRACTORS DURING LAST THREE (03) YEARS .**

SN	Name and place of work	Authority/agency for whom the work is being carried out.	Date of award and Agreement No. and date.
1	2	3	4

Date of completion (original/ Actual)	Agreemental cost of work/completion cost.	Principal/technical features of work in brief.	S. No. at which relevant document are enclosed.
5	6	7	8

Signature of the Tenderer/s.

Annexure-G**STATEMENT OF WORKS BEING EXECUTED/IN HAND BY THE CONTRACTOR/S**

SN	Name and place of work	Authority/agency for whom the work is being carried out.	Date of award and Agreement No. and date.
1	2	3	4

Date of completion(Original / actual)	Agreemental cost of work/likely cost.	Principal/technical features of work in brief.	S. No. at which relevant document are enclosed.	Payment taken till.
5	6	7	8	9

Signature of the Tenderer/s.

Annexure-H

Detail of Contractual payment received in the last three financial year and current financial year.

SN	Name of work	Name of employer	Detail of payment	For the financial year	Total Contract amount received

Signature of the Tenderer/s.

FORMS

FORM NO.E-5

Appendex-VIII

Electronic Clearing Service (Credit Clearing)

Model Mandate Form

(Investor/customer's option to receive payments through Credit Clearing Mechanism)

Name of the scheme and the periodicity of payment

No.

1. Investor/customer's name
2. Particular's of Bank Account:
 - A) Name of the Bank:
 - B) Name of the Branch.
Address
Telephone No.
 - C) 9-Digitcode number of the bank and branch appearing on the MICR Cheque issued by the bank.
 - D) Type of the account (S.B. Current or Cash Credit) With code (10/11/13).
 - E) Ledger and Ledger folio number.
 - F) Account number (as appearing on the Cheque book) (in lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or a photocopy of a cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars)

3. Date of effect

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Date

(.....)

Signature of the Investor/ Customer

Certified that he particulars furnished above are correct as per our records.

Bank's Stamp

JOINT VENTURE (JV) FIRMS IN WORKS TENDERS

1. Participation Of Joint Venture (JV) Firms In Works Tender : This Clause shall be applicable for works tenders of value as approved and communicated by Railway Board from time to time.
- 1.1 Separate identity/name shall be given to the Joint Venture Firm.
- 1.2 Number of members in a JV Firm 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.
- 1.3 A member of JV Firm shall not be permitted to participate either in individual capacity or as a member of another JV Firm in the same tender.
- 1.4 The tender form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.
- 1.5 Normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.
- 1.6 One of the members of the JV Firm shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV Firm and also, must have satisfactorily completed in the last three previous financial years and the current financial year up to the date of opening of the tender, one similar single work for a minimum value of 35% of advertised tender value. The other members shall have a share of not less than 20% each in case of JV Firms with up to three members and not less than 10% each in case of JV Firms with more than three members. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.
- 1.7 A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm along with the tender. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. (The MoU format for this purpose shall be finalized by the

DFCCIL in consultation with their Law Branch and shall be enclosed along with the tender).

- 1.8 Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- 1.9 Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (DFCCIL). The constitution of the JV Firm shall not be allowed to be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
- 1.10 Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 1.11 On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm 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 Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.
- 1.12 On issue of LOA (Letter Of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter-alia, following Clauses :
 - 1.12.1 Joint And Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for execution of the project in accordance with General and Special Conditions of

Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.

1.12.2 Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

1.12.3 Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

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

1.14 No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said tender/contract.

1.15 Documents to be enclosed by the JV Firm along with the tender :

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

- (a) Notary certified copy of the Partnership Deed,
- (b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
- (c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.

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

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

1.15.3 In case one or more members is/are limited companies, the following documents shall be submitted :

- (a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
- (b) Copy of Memorandum and Articles of Association of the Company.
- (c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

1.15.4 All the Members of JV shall certify that they are not black listed or debarred by Railways or any other Ministry/Department of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity as members of the JV or the JV Firm in which they were/are members.

1.16 Credentials & Qualifying Criteria : Technical and financial eligibility of the JV Firm shall be adjudged based on satisfactory fulfillment of the following criteria :

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

- (a) Either the JV Firm or Lead Member of the JV Firm must have satisfactorily completed in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single work for a minimum of 35% of advertised value of the tender.

OR

- (b)
 - (i) In case of 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.), for each component, at least 35% of the value of any of such components individually for single similar nature of work should have been satisfactorily completed by the JV Firm or by any member of the JV Firm in the previous three financial years and the current financial year upto the date of opening of tender. The member satisfying technical eligibility criteria for the largest component of the work shall be the Lead Member and that Member shall have a majority (at least 51%) share of interest in the JV Firm.
 - (ii) 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. Any work or set of works shall be

considered to be a separate component, only when cost of the component is more than Rs. 2 crore each.

- (iii) However, as long as the JV Firm or any member of the JV Firm meets with the requirements, in one or more components of the work, and has completed a minimum of 35% of the advertised value of the tender for the same value of the component, and resultantly, all the members of the JV collectively, then meet the prescribed technical eligibility criteria, the JV shall stand technically qualified.

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

1.16.2 Financial Eligibility Criteria : The contractual payments received by the JV Firm or the arithmetic sum of contractual payments received by all the members of JV Firm in the previous three financial years and the current financial year upto the date of opening of tender shall be at least 150% of the estimated value of the work as mentioned in the tender.

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

SPECIAL CONDITIONS RELATING TO SITE DATA & SPECIFICATION

1.0 SCOPE OF WORK:

NAME OF WORK : Construction of Boundary Wall, supplying & fixing of boundary posts along newly acquired land by DFCCIL from Sambhu to Sanhewal in Punjab within the Jurisdiction of CPM/DFCCIL/Ambala.

The work of construction of boundary wall and fixing of boundary posts should be executed in a stretch of 86 kilometre i.e from Sambhu to Sanhewal in Punjab. The work has been planned mainly in the areas identified as prone to encroachment along the newly acquired land by DFCCIL for the construction of EDFC in Punjab.

Tentative locations of boundary walls to be constructed are as under:

S.No.	Name of Vilage	District	Length (m)	Remark
1	Shambhu Khurd	Patiala	140	Houses
2	Ganda		370	Houses
3	Bir Rajpura		100	Shops
			100	
4	Rajpura		490	Shops & houses
			230	
5	Kotla Bhaika	Fatehgarh Sahib	210	Houses
6	Jalwehri Gehlan		100	Houses
7	Brahman Majra		330	Houses
8	Humayupur		150	Houses
9	Mallipur	Ludhiana	250	Houses
10	Bhourla		100	Parallel road to FCI Godown at Chawa Station
			100	
11	Chawa		210	Houses
12	Daheru		320	Houses
			Total Length	3200

- 1.1 However DFCCIL reserve the right to execute the work anywhere along the alignment within the Jurisdiction of CPM/DFCCIL Ambala. All tenderers are advised to attend a pre bid meeting to be held 20.11.2013 the office of CPM/DFCCIL, Old Railway Colony, Near Anand Market, Ambala Cantt to discuss all work and site related issues and information so that bidder can be realistic in quoting the rates.

2.0 GENERAL & BRIEF DESCRIPTION OF SITE

- 2.1 The work of construction of boundary wall should be executed in a stretch of 86 kilometre i.e. from Sambhu to Sanhewal in Punjab.

- 2.2 The above information is only for general guidance of the tenderer/s and they are advised to visit the site and acquaint himself/themselves fully with the site conditions especially in regard to the approaches for transporting the materials/machinery etc., storage area, local conditions etc.

3.0 SPECIFICATIONS AND CODES

- 3.1 "Indian Railways Unified Standard Specifications -2010 vol. I & II" shall govern the specifications of all items of USOR 2010 appearing in the tender schedule. In case, specifications of any item are not covered in above, the relevant IRS/BIS Code and any other relevant code shall be applicable.
- 3.2 All material to be used in the works shall be in conformity with the requirement laid down in the "Indian Railways Unified Standard Specifications -2010" Vol. I & II or the relevant BIS Code/or any other relevant code applicable.
- 3.3 The decision of the Chief Project Manager, DFCCIL Ambala shall be final and binding regarding the interpretation of various provisions of the Codes and Specifications as well as the provisions/clauses of the contract and no claim whatsoever shall be entertained on this account.

4.0 EMPLOYMENT OF MAN POWER AT WORK SITE:-

- 4.1 Contractor supposed to deploy man power at site in such a way that may ensure timely completion of all assigned work to him.
- 4.2 Any suggestion regarding the deployment of sufficient man power by DFCCIL supposed to be compliance by the contractor.

5.0 APPROVED DFCCIL DRAWINGS

- 5.1 The work shall be carried out as per approved DFCCIL drawings. The copies of the approved plan and additional information as required by the tenderers may be obtained from the office of the CPM/DFCCIL Ambala, during office hours on any working day by prior appointment.
- 5.2 In addition to this, copies of various documents/drawings related to the work if any seen in the office of Chief project Manager, DFCCIL, Old Railway Colony (Near Anand Market) Ambala Cantt.
- 5.3 CPM/DFCCIL Ambala., shall have full power to make any alteration in the drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of contractor and for the efficient execution, completion and maintenance of the work. The contractor should plan the execution of various works in close co-ordination with the engineer or his authorized representative.

- 5.4 The design of foundations including depth of foundations below the bed level as well other drawings may have to be varied during the progress of the work according to actual site conditions. The drawings already prepared and which may be prepared afterwards are not to be taken as final or binding on the DFCCIL in any respect. The contractor shall have no claim on DFCCIL, if any change is made in the approved drawings. Also his inability to make timely arrangement for necessary plant and machinery due to any such change which the Engineer may make, will not be taken as an excuse for slow performance or non performance of the work.

6.0 SUPPLY OF CEMENT:

- 6.1 Ordinary Portland Cement of 43 grade/PPC or as directed by Engineer In-Charge confirming to relevant code of practice will be used.
- 6.2 Cement shall be procured by the contractor from the main producers or their authorised dealer of approved make such as L & T, Ambuja, Grasim, A.C.C., JK cement & Birla cement or any other reputed make as approved by Engineer in charge.

7.0 STEEL FOR work

- 7.1 The Structural steel for above works is to be procured from primary producers having integrated steel plants namely SAIL, TISCO, RINL, JINDAL or as approved by Engineer In-Charge shall conform to stipulated BIS /IRS Specifications applicable.
- 7.2 All leading, loading and unloading of steel bars should be done by contractor at his own cost. If there is any problem of pathways or approach road the same may be done by contractor at his own cost. However DFCCIL may allow the use of Railway land for this purpose temporarily without any charge.
- 7.3 The storage of steel will be done by the contractor by appropriate means so that corrosion or any defect may not affect the quality of steel. Steel bars from plants should be accompanied by identification marks/cast marks which are required to be transferred to finished product even in case of small quantity. These provisions should be ensured by Contractor at the time of offering the steel for passing". In case of any dispute, the decision of CPM/Ambala. will be final.
- 7.4 Before use, contractor/s will be required to get the test certificate from the manufacturer pertaining to the various quality tests on steel reinforcement as specified in the relevant BIS Code.
- 7.5 In addition, DFCCIL will also take sample during the course of work at requisite frequency and get the steel tested to ascertain its conformity to the laid down Specifications at contractor's cost. Frequency of testing shall be as prescribed by the relevant Code.

8.0 REINFORCEMENT STEEL:

- 8.1 For this works the reinforcement steel for use shall be procured by the contractor only from the primary producers (namely SAIL/TISCO/RINL)/their authorized dealers/ authorized stockyard, which should conform to latest relevant, BIS specifications. or as approved by CPM/DFCCIL Ambala will also be permitted.
- 8.2 Reinforcement steel bars shall normally be the TMT Steel bars or cold twisted deformed bars.
- 8.3 Before use, contractor/s will be required to get the test certificate from the manufacturer pertaining to the various quality tests on steel reinforcement as specified in the relevant BIS Code (IS:1786).
- 8.4 In addition, DFCCIL will also take sample during the course of work at requisite frequency and get the steel tested to ascertain its conformity to the BIS Specification at contractor's cost. Frequency of testing shall be as prescribed by the relevant BIS Code.

9.0 Deleted

10.0 CONTRACTOR'S RESPONSIBILITY FOR TEMPORARY WORKS/MATERIALS,SITE OFFICE AND FIELD LABORATORY.

- 10.1 The contractor shall from time to time provide at his own cost all dams, cofferdams and all other temporary works of whatever nature and temporary materials necessary for the construction, completion and maintenance of the works which are the subject of the contract and shall from time to time submit for the information of the Engineer, drawing showing in detail, the type and construction of temporary embankment and other works which he proposes to adopt and construct and the exact position in which he proposes to construct and employ them during the progress of the works as directed by the Engineer, furnish particulars and drawings of any other temporary works and details of other temporary materials in use for the sufficient security and safety of all embankment, temporary railway connections and other temporary works or temporary materials which he may construct and/or employ and for all claims for damage to property or injury to persons arising out of any failure or accident to such materials from whatever cause such damage, injury, failure or accident may arise or happen and shall replace, construct, repair and maintain the whole or such embankments or other temporary works or temporary works or temporary materials until they are certified by the Engineer to be no longer required for the purpose of the contract.
- 10.2 Dewatering or any other suitable arrangements may be required for carrying out the foundations of works and part of the sub structures up to water level. It should be clearly noted that nothing extra shall be paid for all these arrangements and rates are deemed to be inclusive of all labour and materials and working under water etc. including timbering, shoring, strutting etc.
- 10.3. The Engineer shall be at liberty to modify any or all of the drawings submitted by the contractor in connection with any of the aforesaid temporary works and the execution of such temporary works shall not be commenced until the said drawings or modified drawings have been approved. But examination by the Engineer of the contractor's drawings or any approval expressed by him with regard to the rate, or to the materials, thereof or therefore either with or without

modification shall not absolve or relieve the contractor from any of his liabilities in connection there with under the contract.

- 10.4 The contractor shall before handing over the works or any part thereof to DFCCIL, dismantle and remove all temporary works and temporary materials but such removal shall not be effected without the previous written approval of the Engineer and the contractor shall comply with the directions, if any, given by him as to the method of removal and/or disposal.

10.5 SETTING UP OF FIELD LABORATORY

Mainly Compressive strength of bricks and cement concrete cubes, grading of coarse and fine aggregate are required to be tested in this work. Contractor will arrange a compressive strength testing machine , one sieve set ranging 40mm to 75 micron sieves including appropriate weigh balance complete with all accessories and silt jars in sufficient numbers on his own cost. All the pressure gauge, of the machines, and other measuring equipments shall be of approved makes and will be got checked / calibrated regularly as directed by the Engineer and necessary certificate furnished to the Engineer by the contractor. The contractor shall render all reasonable assistance and help in carrying out the checks and tests. Cube testing machine will be provided in centralized location or in CPM/DFCCIL, office complex as directed by the Engineer In-charge.

All the equipments, machinery etc. shall be kept in good working conditions. The cost of setting up the laboratory, equipping and maintaining the same including the cost of Electricity/lights & conducting of tests on materials and cubes shall be borne by the contractor. However for small works contractor will arrange all required testing in approved lab elsewhere at his own cost as directed by the Engineer.

11.0 Deleted

12.0 ROUTINE TESTS AND ADDITIONAL TESTS

Routine tests on various materials shall be carried out as per the “ IR Unified Standards Specifications for works & materials” or the relevant BIS Codes. In addition to the tests required under clauses thereof, the Engineer or his representative may order tests to be carried out by an independent person appointed by him at such place or in such laboratory as he may determine in accordance with the appropriate clauses of relevant Standard Specifications and the cost of such tests shall be borne by the contractor.

13.0 INSPECTION OF MATERIALS

- 13.1 Whenever the Engineer or his representative gives notice to the contractor that materials are to be inspected at the site, the contractor shall having regard to the inspection, test or examination required, give to the Engineer or his representative sufficient notice of such materials being ready for inspection.

- 13.2 Delay to works arising from the late submission of such notice will not be acceptable as reason for delay in the completion of the works.

14.0 REJECTION OF MATERIALS

- 14.1 Contractor will arrange all facilities required for testing of any material to be used as and when required by DFCCIL.
- 14.2 The Engineer or his representative shall have the right to order, at any time, that any construction materials which do not meet with his approval shall not be used in the works. Such rejected materials shall be removed from the site by the contractor at his own expenses, notwithstanding any prior approval which might have been given earlier. Once a particular material is rejected by Engineer, an entry to that effect should be made in material passing register.
- 14.3 The instructions to the contractor to remove the rejected material within reasonable time as given by the Engineer should be complied by the contractor/s at his own cost.
- 14.4 In case of default on the part of the contractor in removing rejected materials within the time specified in notice, the Engineer shall be at liberty to have them removed by other means at the cost of the contractor. Failing which necessary action will be taken by DFCCIL as per GCC

14.5 MISCELLANEOUS

The DFCCIL shall not be responsible for any loss or damage to the contractor/s men, materials, equipment, tools and plants etc. from any cause whatsoever. No claim for idle labour, idle machinery and plant etc. on any account will be entertained. Similarly, no claim shall be entertained for business loss or any such loss.

15.0 TIMELY NOTICE FOR INSPECTION OF FOUNDATIONS ON WORKS TO BE COVERED UP:

The contractor shall give notice to the Engineer when and as soon as the excavation of any portion of site for obtaining foundation or bottom, whether above or below water, has reached the depth and width shown on the drawings. The contractor shall also give further notice to the Engineer, when ever any foundation or bottom is ready for inspection and whenever it is necessary to cover up a work in respect of which previous inspection is desired by the Engineer, so that the engineer may inspect the same before it is covered up. No foundation or bottom of work shall be covered up or filled or built upon without the previous consent in writing of the engineer. In default of such notice and consent in writing aforesaid, the foundation or bottom of work shall on the order in writing of the Engineer, be uncovered and any filling put in or work built thereon be removed or pulled down by the contractor at his own cost.

16.0 GENERAL

- 16.1 The DFCCIL shall not be responsible for any loss or damage to contractor's men, material, equipment, tools and plants etc. due to any cause what so ever.

- 16.2 If any work (whether temporary or permanent) or materials, the value of which has been included in an on account bill is destroyed or damaged or has/have, for any other reasons, to be replaced or restored by the contractor, the value of the work or other materials as destroyed may be recovered by the DFCCIL from any payment due to the contractor or may be recovered at any time from the contractor as debit due to the contractor and no payment made by the DFCCIL to the contractor after the aforesaid amount becomes due and recoverable shall in any way prejudice DFCCIL's right for lawful recovery.
- 16.3 The contractor will ensure that if minimum water way of the bridge is blocked during the course of construction then such blockage is removed by him at his own cost before the middle of June ever year or as directed by the Engineer. Any damage to the bridge on this account will be the contractor's responsibility.
- 16.4 In any case, in which by virtue of section 20(a) and 21(4) of the Contract Labour Regulation and Abolition act, 1970, the Railway is obliged to provide amenities and/or pay wages to labour employed by the contractor directly or through petty contractor/s or sub contractor/s under this contract, then the contractor shall indemnify the DFCCIL fully and the DFCCIL shall be entitled to recover from the contractor, the expenditure incurred on providing the said amenities and/or wages so paid by deducting it from the security deposit or from any sum due to the contractor provided that if any dispute arises as to the expenditure incurred by the DFCCILS or provision of the said amenities, the decision of the Engineer thereof shall be final and binding.
- 16.5 The contractor shall arrange for effective technical supervision of the work and shall be represented by the authorized representative at the site of work during the currency of the contract. He will arrange to receive all the correspondences at the site of work during execution of work.
- 16.6 No claim for extra payment shall be entertained on account of interruption to work due to rain, floods or due to delay in acquisition of land in some portion, delay in arranging closure of water channels etc.
- 16.7 The pathways for the piers in water and elsewhere will have to be made and maintained by the contractor and nothing extra shall be payable on this account.
- 16.8 There may be a water supply/sewerage/any other underground/overhead line passing at the site of work and any delay in its shifting/adjusting will not entitle the contractor to any claim whatsoever.
- 16.9 Work will have to be done in close co-operation with the other departments/agencies if any.
- 16.10 Contractor shall protect the site of work right from start at all times by means of wooden bamboo/ballies and duly painted M.S. sheets. The height should not be less than 1.8 metre and shall be strong enough to prevent un- authorised entry etc.

16.11 NOTICE TO PUBLIC BODIES

The contractor/s shall give to the municipality, police and other authorities, all notices that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be levied on account of his operations while executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights etc. required at night. Nothing extra shall be payable on any such account and accepted rates of various items in the schedule of items, rates and quantities shall be deemed to cover any such aspect.

17.0 SAFETY MEASURES/PRECAUTIONS AND PENALTIES FOR VIOLATIONS

- 17.1 Contractor shall take all precautionary measures in order to ensure the protection of his own personnel, machinery and equipment moving about or working on the railway yard/premises and shall have to conform to the rules and regulations of the Railway. If any unforeseen accident or injury happens at site of work, the contractor shall be solely responsible for the same. 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 yard/premises, the contractor shall apply in writing to the Railway to provide flagmen or lookout men for protection of such persons. The Railway will however decide as to whether it is necessary to post such flagmen for various types of work and also the number of such men required to protect the gang or gangs of the contractor/s working at site. The DFCCIL 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 precautions at all places of work whether or not the Railway decides to post flagmen at any particular site of work. Notwithstanding the above provision, it should be clearly understood that the safety of men and material at the worksite will be the sole responsibility of the contractor.
- 17.2 The contractor shall abide by the 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 notices and training to his employees and workers about provision of the above para.
- 17.3 While working within station limits, the contractors shall ensure that at all time sufficient space is left for free movement of Railway amenities. He must cover and/or barricade the excavations carried out in such areas and continue to maintain these till the work is completed with a view to avoid any accident to public or to DFCCIL staff or his own workmen, machinery and equipment.
- 17.4 The work 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 to railway operation or affect the proper functioning or damage any railway equipment structure or rolling stock except as agreed to by the Railway provided that all damages and disfiguration caused by the contractor to any railway property must be made good by the contractor at his own cost failing which cost of such repairs shall be recovered from the contractor. The work must be carried out in the yard without any infringement to the Schedule of Dimension applicable for BG as issued by the Railway Board. It will be

responsibility of the contractor to ensure that there is no infringement to the track which will affect the smooth and efficient running of traffic.

- 17.5 Moreover, if at any time the works to be carried out directly concern the safety to trains & locos, the contractor's staff must comply fully with the railway regulations given to him by authorised railway staff. The contractor's employee and workers may for no reasons operate an installation concerning train safety or train movement. They shall notify the authorised representative of the Railway who will take all necessary steps in this regard. Special attention of contractor/s is drawn to relevant clause of General conditions of Contract, 1999 and advised to take all precautions for the safety of public, railway staff, property and his own personnel.
- 17.6 If the work is to be executed in proximity of the running railway track, the contractor will be required to follow all precautions and carry out all works that may be necessary to ensure the safety of the running track/trains, without imposition of any speed restriction thereon as may be directed by the Engineer or his authorized representative. No claim whatsoever will be entertained for either any inconvenience or interruption caused to the contractor or for the rescheduling of the operations or for any other reasons on this account.
- 17.7 The contractor shall be responsible for safe custody of tools and for the safety of his labour. He should ensure that labour on work removes their tools clear of the track on the approach of any trains. After the day's work, the contractor should ensure that the tools are deposited in proper tool box before the labourers proceed for their home. Tool issued should not be allowed to fall in unwanted hands who can tamper with the railway track. The contractor shall employ suitable supervisor to supervise the work at site. Presence of qualified supervisor from the contractor's side is a must at the site of work.
- 17.8 In case of failure to adhere to above provisions or if unsafe practices/ safety violation by contractor/his staff are noticed at the site of work, the contractor shall be levied with a penalty of ₹ . 20,000/- for the 1st incident, ₹ 50,000 for the 11th incident and ₹ 1,00,000 for subsequent such incident. Repeated safety violations shall become a valid ground for initiating the contract termination proceedings under clause-62 of GCC-99.
- 17.9 In the event of occurrence of an accident at the work site, a departmental enquiry shall be held and in case it is established that the accident has occurred on account of contractor's negligence or the negligence of his men, penalties up to an upper limit of 10% of the total cost of the work shall be imposed on the contractor. Further, the railway administration reserves the right to terminate the contract with immediate effect if the contractor is found responsible for causing an accident after giving "show cause notice/notices" to the contractor in addition to lodging of criminal case under Railway Act/IPC.
- 17.10 In the event of contractor not completing the work or leaving it unsafe at the end of day's work, warranting speed restrictions to be imposed, track shall be attended by the Railway immediately at the contractor's cost without any further notice.

- 17.11 In case of any damage to OFC/Cable occurred due to fault of contractor, a flat penalty of Rupees One Lac will be imposed.

18.0 GENERAL RESPONSIBILITY AND LIABILITY OF CONTRACTOR:

- 18.1 Contractor/s shall be responsible for any type of structural damage to property or injury caused by work or his workmen to persons, animals, or things and shall indemnify the DFCCIL in-respect thereof and shall be held entirely responsible for all works carried out by him until it is finally taken over by the Railway and he will be liable to be called upon to make good any damage or loss which may occur to the bridge work by inclemency of weather, flood etc or due to any other cause during entire period until the work is taken over.
- 18.2 Examination or approval by the DFCCIL of any drawings or other documents submitted by the contractor shall not relieve the contractor of his responsibilities and /or liabilities under this contract.
- 18.3 Notwithstanding the specifications and conditions stated in the contract, the contractor shall keep Dedicated Freight Corridor Corporation of India Ltd authorities 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 listed standards and in absence of any IRS & BIS specifications to the relevant British / American standards.
- 18.4 Latest edition of relevant Codes including up to date correction slips, on date of submission of tender/negotiated rates shall govern. These Codes of Practice are available from the Manager, Government of India publication Branch, Patiala House, New Delhi and Director, Indian Standards Institution, Manak Bhawan, Bahadur Shah Zafer Marg, New Delhi.
- 18.5 Contractor must have one copy of each relevant code at site as applicable for ready reference of site Engineer / other inspecting officials.

19.0 SCHEDULE FOR TIMELY COMPLETION OF WORK AND PENALTY FOR DELAYS

- 19.1 The whole work shall be completed within the stipulated completion period from the date of issue of acceptance letter.
- 19.2 The sequence in which the various works & activities are programmed & scheduled to be carried out shall be prepared by contractor in the form of BAR charts and will be submitted to DFCCIL within 30 days of the allotment of the work and the same shall be got approved from the Contract Signing Authority.
- 19.3 **Mid-term progress review and token penalty for slow progress:**
The contractor shall be required to maintain proportional progress in accordance with the Bar Chart/approved by the DFCCIL. During the course of work, the progress will be reviewed every 3 months, and if the progress achieved by the contractor is found to be significantly lagging behind the proportional progress shown in the approved schedule due to reasons entirely attributable to the contractor, then a token penalty of up to ₹ 1,00,000 per month of delay, can be

imposed by the contract signing authority on the contractor after issuing a 15 days "show cause notice". However, the penalty so imposed, shall be waived off, if the contractor achieves the scheduled progress as per approved bar charting the subsequent quarters.

20.0 RECORDS OF CONSTRUCTION WORK:

20.1 Contractor will maintain all records in proper format related to the work.

21.0 SITE REGISTERS:

21.1 The following registers will be maintained at site by the contractor/s:

(i) **Site Order register:**

The contractor shall promptly sign orders given therein by the Engineer or his representative or his superior officers and comply with them. The compliance shall be reported by the contractor to the Engineer in reasonable time so that it can be checked / verified.

(ii) **Cement register:**

This register will be maintained to record daily receipt and issue of cement, thus indicating the balance quantity. The quantum of work done for the cement used on particular date will also be mentioned.

(iii) **Steel register:**

This register will be maintained to record the receipts of steel items and details of reinforcement and members wherever steel is used.

(iv) **Labour register:**

This register will be maintained to show daily strength of labour in different categories employed by the contractor.

v. **Plant and machinery register:**

This register will record daily particulars of machinery with the contractor and will be signed jointly by the Engineer's representative and the contractor.

vi. Cube testing register.

Vii Daily progress register.

Viii **Hindrance register:** This register will maintain the number of days when work could not progress / remained suspended and reason thereof. The list given above is not exhaustive, contractor may be asked to maintain additional registers, if required by Engineer-in-charge.

22.0 INTERRUPTION OF WORKS DURING MONSOONS:

The contract period may extend over a monsoon and the stipulated completion period is inclusive of the monsoon/rainy season. The contractor should, therefore, plan and prepare his work keeping this fact in mind.

23.0 CONSTRUCTION EQUIPMENTS:

- 23.1 The contractor shall arrange and operate at his own cost, all necessary tools, plants, machineries and equipments necessary for successful and timely completion of the work.
- 23.2 If in the opinion of the Engineer, equipment/plants brought by the contractor are not suitable for the work concerned, the Engineer shall have the right to order the contractor to replace them by suitable plants/equipments. In the interest of public convenience, the Engineer may insist on a specific way of execution of the work.
- 23.3 The contractor shall be required to give a trial run of the equipments for establishing their capacity to achieve the laid down specifications and tolerance to the entire satisfactions of the Engineer before commencement of any work.
- 23.4 All equipments provided shall be of proven efficiency and shall be operated and maintained in a manner acceptable to Engineer-in-charge.
- 23.5 No equipment shall be removed from the site without prior permission of the Engineer- In-charge.

24.0 MACHINERY AND PLANT.

- 24.1 The contractor will be entirely responsible to arrange all necessary machinery including concrete mixers, weigh batcher, vibrators, tools and plants and their spare parts required for sufficient and methodical execution of work and transport them to the site of work. Delay in procurement of such items due to their non-availability on account of import difficulties or any other cause whatsoever, will not be taken as excuse for slow or non-performance of the work. Safety of plants and machinery will be the responsibility of the contractor and for any loss due to any cause or wash away in flood, or otherwise, no claim will be entertained on this account whatsoever.
- 24.2 The DFCCIL may give on hire to the contractor any plant or equipment, if available. But it will not entertain any claim due to the DFCCIL failure to do so nor can the DFCCIL's inability to supply such plant taken as an excuse for slow progress or non-performance of the work.
- 24.3 If, any plant is loaned by the DFCCIL to the contractor on hire, charges will be levied, as detailed below and separate agreement will have to be entered into before the plant is issued.
- (A) The cost of the plant for the purpose of calculating the hire charges shall be its book value plus freight charges and all other incidental charges to which supervisions charges at the rate of 12-1/2% on total cost will be added.
- (B) The charges per annum will be calculated at the following rates on the cost of plant as per (A) above.
- i) Ordinary repair and maintenance charges 5%.

- ii) Interest on the capital cost at the ruling rate, dividend payable by the DFCCIL if any
- iii) Special repair and maintenance charges at 10%.
- iv) Depreciation charges at the following rates

Light plant - 16% per annum.

Heavy plant - 10% per annum.

Special plant - 6% per annum.

The classification of the plants shall be as per para 1202 Indian Railway Bridge Manual 1998.

- (C) An additional 10% on the total (i) to (iv) above to meet contingencies.
The hire charges per day shall be arrived at by dividing the annual hire charges vide (B) above by 250 which shall be assumed number of working days in a year for this purpose. These hire charges will be payable from the day, the plant is handed over till it is returned by the firm/contractor to the DFCCIL. However, during this period if the plant remains out of order for reasons beyond the control of the hirers or is sent for periodical overhaul, such periods shall not be counted for levy of hire charges provided a certificate to that effect is given by the Engineer. In case of any difference of opinion between the Engineer and the contractor, the decision of the CPM/Ambala will be final and binding.

- 24.4. Running expenses including fuel, lubricants and stores and labour if supplied by the DFCCIL will also be paid by the contractor at the cost to be determined by the DFCCIL. In general, the contractor should make his own arrangements for the fuel, transporting to the site of work and storing for use as per prescribed rules.
- 24.5 Staff and stores for running the plant may be supplied by the contractor with approval of Engineer. The staff must be properly skilled to operate the plant concerned.
- 24.6 Items of plant leased to the contractor shall be handed over to him at any place convenient to the DFCCIL. Carriage charges, hire charges and other incidental charges including leading, loading and unloading etc. to the place of work as also back to the place of delivery or the DFCCIL workshop at nominated place, as required by the DFCCIL, when a plant is no longer required by the contractor, will be borne by the contractor.

ANNEXURE-1

IRPWM C/S NO. 69 DT. 23.5.2001

(Authority RB letter No.98/CE-II/PRA/32, dated 23.5.2001)

A new Para No.826 be added to Chapter VIII of the IRPWM, 1986 to read as under:

826. Safe working of contractors – A large number of men and machinery are deployed by the contractors for track renewals, gauge conversions, doublings, bridge rebuilding etc. It is therefore essential that adequate safety measures are taken for safety of the trains as well as the work force. The following measures should invariably be adopted.
- i) The contractor shall not start any work without the presence of qualified supervisor at site.
 - ii) Wherever the road vehicles and/ or machinery are required to work in the close vicinity of railway line, the work shall be so carried out that there is no infringement to the Railways schedule of dimensions. For this purpose, the area where road vehicles and / or machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning / reversal of road vehicles / machinery without infringing the running track Barricading shall be provided wherever justified and feasible as per site conditions.
 - iii) The look out and whistle caution orders shall be issued to the trains and speed restrictions imposed where considered necessary. Suitable flagmen / detonators shall be provided where necessary for protection of trains.
 - iv) The supervisor / workmen should be counselled about safety measures. A competency certificate to the contractor's as per Performa annexed shall be issued by DFCCIL, which will be valid only for the work for which it has been issued.
 - v) The unloaded ballast / rails/ sleepers/ other P.Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.
 - vi) Supplementary site specific instructions, wherever considered necessary shall be issued by the Engineer in charge.

Competency Certificate.

Certified that Sh. _____ regarding P. Way working on _____ work. His knowledge has been found satisfactory and he is capable of supervising the work safety.

APM/Engg/UMB

Signature of the tenderers

Annexure- 2

Page 59 of 69

Signature of the tenderer/s

For DFCCIL

Special conditions of contract

Training to Supervisors and Operators of the Contractor

The Supervisors and Operators of the Contractor proposed to be deployed at work site, which is close to the running track, shall be imparted mandatory training by the DFCCIL about the safety measures to be adopted while working in the vicinity of running track. Engineer in charge of the work shall decide the scale, extent & adequacy of training. A competency certificate to this effect to the individual Supervisor / Operator shall be issued as given below, by a DFCCIL Officer not below the rank of APM level. No Supervisor / Operator of the Contractor shall work or allowed to work in the vicinity of running track who is not in possession of valid competency certificate.

All the labour, materials, tools, plants etc, required for ensuring safe running of trains shall be provided by Contractor at his own cost.

Competency Certificate

Certified that Shri. _____ Supervisor/ Operator of M/s _____ has been trained and examined in safety measures to be followed while working in the vicinity of running Railway track for the work _____. His knowledge has been found satisfactory and he is capable of supervising the work safely.

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

Signature and designation of the Officer.

Signature of the tenderer/s.

Annexure – 3

COMPENDIUM OF INSTRUCTIONS ON SAFETY AT WORK SITES

1. The contractor shall not allow any road vehicle belonging to him or his suppliers etc, to ply in railway land next to the running line., road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the Engineer in charge for permission giving the type and no. of individual vehicles, names and license particulars of the drivers location, duration and timings for such work / movement. The engineer in charge or his authorized representative will personally counsel, examine and certify the road vehicle drivers, contractor's flagman and supervisor and will give written permission giving names of road vehicles drivers, contractor's flagmen and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:
 - 1.1. The road vehicles will ply only between sunrise and sunset.
 - 1.2. Nominated vehicles & drivers will be utilized for work in the presence of at least one flagman and one supervisor certified for such work.
 - 1.3. The vehicles shall ply 6m clear of track. Any movement/ work at less than 6m and up to minimum 3.5m clear of track centre, shall be done only in the presence of DFCCIL employee authorised by the Engineer in charge. No part of the road vehicle will be allowed at less than 3.5m from track centre.
 - 1.4. The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to his equipment's & men and also damages to railway & its passengers.

Engineer in charge may impose any other condition necessary for a particular work or site

- 2.1. APM /Dy PM shall be the overall in-charge for the safety at the site of work. It will be personal responsibility of the APM/Dy PM to ensure safety.
- 2.2. Contractor shall provide 150 mm thick white line with lime at a distance of 3.5 m from centre of existing track. This white line shall be in the entire length where work is going on and/or the vehicles/ machineries are plying along the track. Nothing extra shall be paid for this
- 2.3. Barricading with the help of portable fencing shall be provided in the length where the day's work is to be done in close vicinity of the track. The fencing shall consist of self- supporting steel column connected with at least 20 mm thick red nylon rope. The columns shall be of 1.2m height . This will be placed at a distance of 3.5 m from centre line of the nearest track. This shall be paid.
- 2.4. APM /Dy PM shall issue competency certificate after checking license and their working to all drivers of nominated vehicle /machinery. Inspector at site shall ensure that the driver who does not possess competency certificate will not work at site.
- 2.5. The area between running line and white line shall not be permitted to become slushy and adequate drainage must be ensured at all times.
- 2.6. Machine / vehicles shall ply 6m clear of track and movement / work at less than 6m and upto 3.5m clear of track centre, shall be done in the presence of railway employee authorised by Engineer in charge. The DFCCIL employee so deputed shall ensure safety of the track, with banner flags, hand signal lamps and detonators.

- 2.7. If vehicle/ Machinery/ materials are to come within 3.5m of the existing track, work must be done under the presence of an official authorised to do safety works. A caution order shall be issued and track will be protected with the banner flags, hand signal lamps and detonators.
- 2.8. Normally, night working shall be avoided. However, in certain areas, the night working is unavoidable. The night working shall be permitted by CPM/Ambala. One official shall be specifically deputed to supervise the night working. The site /area where night working is to be done shall be adequately . Nothing extra shall be paid for this.
- 2.9 An authorized staff should invariably be present, in order to ensure the following points.
- 3.0 Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the contractor, except with the permission of the Engineer. All compensation claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the contractor by deduction from any sums which may become due to him in terms of the contract, or otherwise according to law.
- 3.1 During progress of work in any street, the contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street and for any drainage, water supply or means of lighting which may be interrupted by reason of the execution of the works and shall erect and maintain at his own cost barriers lights and other safeguards as prescribed by the Engineer for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The work shall in such cases be executed night and day if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.
- 3.2 The contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such lookout men as may in the opinion of the Engineer be required to comply with the regulations appertaining to the work.
- 3.3 The contractor shall be responsible for the safety of all employees directly or through petty contractors or sub- contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the work to the Engineer or the Engineer's Representative and shall make every arrangement to tender all possible assistance.
- 3.4 The contractor shall be responsible for all risk to the works and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the DFCCIL and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the DFCCIL shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the workmen's compensation Act or any statutory

amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings ;which the DFCCIL may incur in reference thereto, shall be charged to the Contractor. The DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

- 3.5 Vulnerable locations where construction work adjacent to running line can cause accident should be protected by suitable strong barrier .
- 3.6 No work adjacent to running track should be carried out at night without express written authority from the APM, in-charge of the work. In fact, no contractor should do any kind of night working unless the APM in charge of the work gives the specified spots according to priority of work where night working has to be done. These spots should be well lit at night. In addition, the work should always be done under supervision of DFCCIL Supervisors in addition to contractor's supervisors. Suitable DFCCIL personnel should be posted at site with safety equipment's like banner, flags, hand signal flags, hand signal lamps and detonators to arrange protection of trains.
- 3.7 Arrangements should be made to protect the track in case of emergency at work sites.
- 3.8 The area of work should be demarcated by providing barricades and sign board which will enable the workmen posted at site .
- 3.9. Wherever it is difficult to ply the trucks on road during day light hours for bringing building materials such as chips, sand, supply of ballast and bringing out earth in case of suburban sections, the additional staff should be posted during night working properly lighted to ensure safety of the running tracks. In order to ensure that no short cuts or unsafe practices are adopted at construction site, Sr. Officials should inspect the safety aspect in detail during their inspection and guide the staff in adopting safe practices. They should record corrective action to be taken in site order books / inspection books and their compliance followed up. In addition periodic drives should be carried out to ensure safety at construction sites. In order to ensure safety, provision of mobile phones based on the needs of the individual work sites and keeping the provision in the estimate may be provided.

4.0 General Construction Safety:

- 4.1 General Safety Precautions as applicable for bridge/civil works shall be adopted in field.
- 4.2 Construction workers at site shall be provided with personal safety gear like reflective vest, helmet, leather shoes, gloves, eye-wear-approved as per construction industry standards. For persons working at pier top/girder level, temporary supports, hand railing, protection with help of ropes, slings and temporary railings shall be provided.

- 4.3 Routine Safety Checks, validity of test certificates for load bearing equipments especially for cranes outsourced from third party shall be ensured prior to deployment.

5.0 GENERAL

- 5.1 The contractor shall provide communication facility at the work site for effective means of communication like VHF or Mobile telephone service etc between Railway office and site of work during the period of validity of contract in order to have effective monitoring of planning and progress of work. However, nothing extra will be paid to the contractor for such a facility.
- 5.2 Contractors will have to produce license for labour to be engaged on for this work from the concerned Labour Enforcement Officer under Contractor Labour Regulation and Abolition Act 1970 prior to the commencement of the work failing which payment for the work done will not be made.
- 5.3 Tenderer/s are required to observe all safety precautions at all times as contained in Annexure attached with the tender documents. Nothing extra shall be paid on this account.
- 5.4 The contractor will have to arrange Electric connection if required at his own cost. However, necessary assistance in arranging Electric connection will be given by DFCCIL on the written request of contractor. In case, DFCCIL is unable to arrange Electric connection, DFCCIL will not be responsible at all and the contractor will have to make his own arrangements.
- 5.5 If, Proper approach road for transporting the various material are not available, the contractor may have to handle the material involving head lead etc. Proper space for stacking the material may not be given in the yard and it may be away from the yard. The contractor will be required to stack the material at the specified area nominated by the Engineer In-charge.
- 5.6 The work is to be completed on a strict time bound schedule. The contractors who have sound experience and necessary resources, requisite tools and plants, equipment and finance to handle the job shall be considered. Tenderers are required to submit credentials about their experience of having executed these kinds of various works.
- 5.7 After the acceptance letter is issued, contractor will be required to submit the detailed programme for completion of works.

(-----)
**CPM/DFCCIL,
Old Railway Colony,
Near Anand Market, Ambala Cantt
for & on behalf of the DFCCIL**

I/We agree to abide by the terms and conditions mentioned at page 1 to 62 as well as General Conditions of contract 1999, Indian Railway unified standard Specifications (Works & Material)- 2010 Volume-I & Volume-II Northern Railway Unified Standard Schedule of Rates (Works & Material)- 2010 as corrected up to the extent, the latest three books are applicable.

Signature of tenderer_____

Address_____

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD

SCHEDULE OF ITEMS AND QUANTITIES (Bill of Quantities)

1	Tender notice No. & date	CPM/UMB/BW/3/Const	Dated: 23.10.2013
2	Name of work:	Construction of Boundary Wall, supplying & fixing of boundary posts along newly acquired land by DFCCIL from Sambhu to Sanhewal in Punjab within the Jurisdiction of CPM/DFCCIL/Ambala.	
3	Approximate cost:	Rs.106 Lac	
4	Earnest Money	Rs.2.12 Lac	
5	Date of opening of tender	25.11.2013 at 15.30 hours	

Schedule of Items					
Name of Work: Construction of Boundary Wall, supplying & fixing of boundary posts along newly acquired land by DFCCIL from Sambhu to Sanhewal in Punjab within the Jurisdiction of CPM/DFCCIL/Ambala.					
Item No.	Description of Item	Unit	Quantity	Rate	Amount
NS 1.	Earth work in excavation in all kind of soil as per approved drawings and dumping at embankment site or spoil heap, within railway land , including all lead and lift, dressing of Foundation , Ramming and refilling of trenches up to ground level, nothing extra shall be paid on any ground related to earth work.	cum	1120	104.83	117407.73
NS 2.	Providing and laying plain cement concrete (1 cement : 3 sand : 6 graded stone aggregate 40mm nominal size) in Foundations and floors or near ground level including cost of centring , shuttering , finishing , curing , mixing and compaction as a complete job(excluding cost of cement) nothing extra shall be paid over and above for this item except this rate. Only cement will be paid as per NS Item no. 6.	cum	214	1949.48	417188.37
NS.3	Brick Work with non-modular first class bricks (FPS) as approved by Engineer In-charge in foundation and plinth and up to 3.0 m height above G.L. in Cement Mortar 1:6 including all labour and material curing up to specified period, scaffolding as a complete job. Only cement will be paid as per NS Item no. 6.	cum	1890	2933.61	5544518.02
NS.4	Providing and laying Reinforced cement concrete M-20 grade with aggregate 20mm graded in Foundations, columns beams and panels including cost of centring , shuttering , finishing , curing , mixing and compaction as a complete job(excluding cost of cement) nothing extra shall be paid over and above for this item except this rate. Only Steel &cement will be paid as per NS Item no. NS 5 & NS 6.	cum	150	4689.96	703493.44

NS.5	Supplying reinforcement steel of approved quality for R.C.C. work including leading, loading and unloading ,straightening, cutting, bending, placing in position and binding as a complete job. Quality of reinforcement shall be as per drawing or as directed by Engineer In charge of DFCCIL.	K.g.	14000	51.40	719641.77
NS.6	I/R for supplying & using Ordinary Portland Cement grade 43/PPC or as directed by Engineer bags of 50.0 kg etc. This item includes all leading , loading , unloading up to site of work and proper storage of cement at contractor's expenditure for item no. NS 2, NS 3, NS 4 & NS 8.	Bags	4800	325.29	1561414.95
NS.7*	Supplying and fixing precast M-20 RCC pillars of 150 x 150 x 1500 as per scope of work & Technical Specification with Contractors' own materials, tools and plants including all leads, lifts and crossing of track etc. Complete. The cost of pillar under this items Includes the cost of cement and steel ,leading up to site and fixing as a complete job.	No.	1452	544.67	790856.17
NS.8	Raised & cut pointing on brick work with cement mortar 1:3 (1 cement : 3 fine sand) including all labour and material ,curing as a complete job excluding cost of cement.	Sqm	12000	62.14	745727.69
Total Amount					10600248.13
Quoted % age above, below or At-par				In Figure	
				In Words	

* The rate of NS item no. 7 for RCC pillars has been calculated on the basis of dimensions (150x150x1500 mm). If there is any change in dimensions of R.C.C Pillars, the rate will be varied on prorata basis.

Note

- 1) The approximate quantities shown against the above items are for rough guidance only. These are subject to variation depending upon the needs of the DFCCIL and DFCCIL reserves the right to increase /decrease the quantities as per site conditions.
- 2) The tenderer/s will quote only one percentage rate above/below /at par against the rates in Performa for non schedule items given above for the purpose, failing which his/their offer will be treated as incomplete and shall be summarily rejected.
- 3) All items are for complete job including labour and material and all lead, lifts, ascents, descents, crossing of Railway lines, obstructions, leading, loading, unloading handling, re-handling, all taxes, octroi, royalty etc.

I/we clearly understand that I/we am/are not entitled to any other payment on any account whatsoever except the quoted rates for fully complete job.

**Dy. Chief Project Manager
DFCCIL , Ambala**

Signature of the Tenderer

Address-----

.....

.....