



**Dedicated Freight Corridor Corporation of India Ltd.**

**(A Government of India Enterprise)**

**E-Tender Document**

**FOR**

**Name of work: Construction of balance work of Auto location hut (20nos.) & Relay hut (08nos.) buildings for signal & telecom equipments at different location between Rooma and SUJATPUR Stations in PRAYAGRAJ - KANPUR Section on DFCCIL Route in connection with DFCCIL railway Track.**

**Tender No. ALD\_EN\_ALHRH\_OT\_02\_20\_410**

**(Participation through e-Tender only)**

**Visit: [www.ireps.gov.in/](http://www.ireps.gov.in/)  
its link at [www.dfccil.com](http://www.dfccil.com)  
(Help desk of IREPS: 011-23761525)**

**Aug '2020**

**Office: (Address and Phone)**

**CHIEF GENERAL MANAGER/PRAYAGRAJ/WEST, DFCCIL,  
2nd Floor, OCC BUILDING, SUBEDARGANJ, JHALWA, PRAYAGRAJ,  
UTTAR PRADESH-211012,  
Tel. 0532-2287620, Telefax: 0532 - 2287622**

**PART – I**  
**Chapter- I**  
**NOTICE INVITING TENDER**

**Chapter -I****NOTICE INVITING TENDER (NIT) (Online)**

- 1.1** Chief General Manager/Prayagraj/West for and on behalf of DFCCIL invites Tender on prescribed forms for execution of the following work:

I.	Tender No.	<b>ALD_EN_ALHRH_OT_02_20_410</b>
II.	Name of Work	<b><u>Construction of balance work of Auto location hut (20nos.) &amp; Relay hut (08nos.) buildings for signal &amp; telecom equipments at different location between Rooma and SUJATPUR Stations in PRAYAGRAJ - KANPUR Section on DFCCIL Route in connection with DFCCIL railway Track</u></b>
III.	Type of Tender	"Two packet" Open e-tender.
IV.	Duration of Contract	09 (Nine) months
V.	Estimated Cost of Work	Rs. 7,33,99,088/- (Rs. Seven crore Thirty Three lakh Ninety Nine Thousand and Eighty Eight Only) Including GST.
VI.	Cost of Tender Document (Non-Refundable)	Rs. 10,000/- plus GST (as applicable) to be paid online through payment gateway provided at <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> .
VII.	Earnest Money Deposit (EMD)(Tender Security)	Rs. 14,68,000/- (Rs. Fourteen Lakh Sixty Eight Thousand Only) to be deposited online through payment gateway provided at <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> .
VIII.	Uploading of NIT and Tender Document	17/08/2020 at 12:00 hrs. on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> .
IX.	Last Date and Time of Submission of Tender(Online)	17/09/2020 at 15.00 hrs. on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> .
X.	Date and Time of Opening of Tender(online)	17/09/2020 at 15.30 hrs. On <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> .
XI.	Tender Validity	120 Days from the date of Opening of Tender.
XII.	Address for Communication	CHIEF GENERAL MANAGER/PRAYAGRAJ/WEST, DFCCIL, 2 <sup>nd</sup> Floor, OCC BUILDING, SUBEDARGANJ, JHALWA, PRAYAGRAJ, UTTARPRADESH-211012, Tel. 0532-2287620, Telefax: 0532 – 2287622
XIII.	Help Desk for E-Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature contact at Help desk of <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> and Phone no.011-23761525
XIV.	Availability of Tender Documents	The tender documents can be downloaded from <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> Tenderer who wishes to view free

		<p>Notification and Tender Document can visit <a href="http://www.ireps.gov.in">www.ireps.gov.in</a></p> <p>DFCCIL may issue addendum(s)/Corrigendum(s) to the Tender document, if any, which shall be issued at least fifteen (15) days in advance of date of opening of tender and placed on the website <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> only.</p>
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### 1.1.2 General

- 1.1.2.1 No request for extension of the Tender Due Date shall be considered.
- 1.1.2.2 The offer shall be valid for 120 days from the date of opening of the tender, and extended further if required from time to time. The Tenderer cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Earnest Money Deposit (Tender Security).
- 1.1.2.3. Time of availability of tender document on website: [www.ireps.gov.in](http://www.ireps.gov.in) is divided into two parts viz, Advertisement period and offer submission period as detailed below:-
- a) Advertisement Period:-Time during which all information pertaining to tender shall be available but offers cannot be submitted.
  - b) Offer submission period: - Fifteen days prior to closing of tender, during which tenderers can submit their offers.

The prospective tenderers are advised to revisit the website [www.ireps.gov.in](http://www.ireps.gov.in). within advertisement period to look for any changes/corrigenda issued for the tender. In the offer submission period, no changes will be issued for the tender.

**PART – I**  
**Chapter- II**  
**INSTRUCTIONS TO BIDDERS**

**Chapter- II****INSTRUCTIONS TO BIDDERS****1.2.1 The salient features of the contract are as follows:**

<b>i.</b>	<b>Tender No.</b>	<b>ALD_EN_ALHRH_OT_02_20_410</b>
<b>ii.</b>	<b>Name of Work</b>	<b>Construction of balance work of Auto location hut (20nos.) &amp; Relay hut (08nos.) buildings for signal &amp; telecom equipments at different location between Rooma and SUJATPUR Stations in PRAYAGRAJ - KANPUR Section on DFCCIL Route in connection with DFCCIL railway Track.</b>
<b>iii.</b>	<b>Duration of contract</b>	09 (Nine) months from the Date as Specified in the Letter of Acceptance.
<b>iv.</b>	<b>Estimated Cost of Work</b>	Rs. 7,33,99,088/- (Rs. Seven crore Thirty Three lakh Ninety Nine Thousand and Eighty Eight Only) Including GST.
<b>v.</b>	<b>Earnest Money</b>	Rs. 14,68,000/- (Rs. Fourteen Lakh Sixty Eight Thousand Only) to be deposited online through payment gateway provided at <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> . Tenders received without earnest money shall be summarily rejected.
<b>vi.</b>	<b>Performance Security</b>	5% of Total contract value in the form of Bank Guarantee to be submitted within 21 days from the Date of Issue of Letter of Acceptance (LOA).
<b>vii.</b>	<b>Security deposit/Retention money</b>	Overall Security Deposit is 5 % of Contract value/price. EMD to be adjusted against the Security Deposit. Balance to be deducted @6% from each of the running bills till realization of the full amount.

**1.2.2 SUBMISSION OF E-TENDER:****1.2.2.1 Tender Document Obtaining Process.**

- (i) It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies (CA) to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)), in the name of the person who will submit the online tender and is authorized to do so.
- (ii) To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the IREPS ([www.ireps.gov.in](http://www.ireps.gov.in)) and to have UserID and Password.
- (iii) [www.ireps.gov.in](http://www.ireps.gov.in) is the only website for submission of tender. 'Vender Manual' containing the detailed guidelines for E-Tendering is available on [www.ireps.gov.in](http://www.ireps.gov.in).

**1.2.2.2 Submission of Offer**

- (i) Tender shall be submitted through Online mode only at [www.ireps.gov.in](http://www.ireps.gov.in). Tender

submitted by any other mode will not be accepted.

- (ii) All the required documents (legible) as mentioned in Check list from S.No. 1-6 (attached with Form no. 1 covering letter) have to be uploaded along with the offer on [www.ireps.gov.in](http://www.ireps.gov.in) failing which, **the bid shall be summarily rejected and shall not be considered for further evaluation.**
- (iii) The detailed instructions of e-tendering can be read through website [www.ireps.gov.in](http://www.ireps.gov.in).
- (iv) The addendum/Corrigendum, if any; shall be hosted on the website [www.ireps.gov.in](http://www.ireps.gov.in).
- (v) The tender will be accepted only in e-tendering mode and **no other mode** of submission shall be accepted.
- (vi) The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website [www.ireps.gov.in](http://www.ireps.gov.in).
- (vii) The Bid shall be accepted through **Online Mode Only.**
- (viii) Tenderers are required to give Un-Conditional Offer. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.

**1.2.3** The Tenderers shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting. Should the Contractor have any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or require clarification, he shall at once contact the authority inviting the tender for clarification at least ten (10) days before the due date of submission of the tender.

**1.2.4** Bid Document shall be accompanied by all the documents required to be submitted as specified in the Tender Document along with all Addendum and Corrigendum.

**1.2.5** All Bids shall submit in accordance with the instructions contained in the Tender Document (Bid Document). Non-compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.

**1.2.6** After award of contract to the Successful Contractor, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.

**1.2.7** For the same Item featuring at more than one place in different sections, the order of priority shall be as follow:

- (i) Financial Bid
- (ii) Notice Inviting Tender
- (iii) Instructions to Bidders.
- (iv) Scope of work
- (v) Special conditions of Contract

(vi) General Conditions of Contract.

For Example, if any Item is found common in special Conditions of Contract and General Conditions of Contract then the provision given in Special Conditions of Contract will prevail over General Conditions of Contract for the same Item,

**1.2.8** Contractor must fill up all the schedules and furnish all the required information on e-mode as per instructions given in various sections of the Tender Document.

**1.2.9** Submission of a tender by a Tenderer implies that he had read all the tender documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.

**1.2.10** DFCCIL reserves all right to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.

**1.2.11** Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Earnest Money Deposit (EMD) of such tenderer shall be forfeited. The decision of the DFCCIL in this regard shall be final and binding.

**1.2.12** The evaluation of tenders will be made on the basis of fulfillment of Eligibility Criteria mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the contractor.

**1.2.13 Modification/Substitution/Withdrawal of Bids:**

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

**1.2.14 Opening and Evaluation of Bids:**

- (i) E-Tender shall be opened online at the address given below at the time and date as specified in Notice Inviting Tender in the presence of Tenderers or their authorized representatives, if they choose to attend the Online Tender Opening.

**Address: Online Opening of Tender:**

CHIEF GENERAL MANAGER/PRAYAGRAJ /WEST,  
DFCCIL, 2nd Floor, OCC BUILDING, SUBEDARGANJ,  
JHALWA, PRAYAGRAJ, UTTARPRADESH-211012,  
Tel. 0532-2287620, Telefax: 0532 - 2287622



- (ii) For participation in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory, In case, the Authorized Signatory holding Power of Attorney and Digital Signatory are not same, the Bid shall be considered Non-Responsive.
- (iii) The Authority shall Open Bid Documents received in electronic form Online at 15.30 hours on 17/09/2020

**1.2.15 Deadline for Submission of Tender:**

Tenderer must ensure to complete the tender submission process in time as [www.ireps.gov.in](http://www.ireps.gov.in) will stop accepting any Online Tender after Tender Closing Due Date & Time(15.00 Hrs. of 17/09/2020).

- 1.2.16** Contractor may visit the site on any working day to access the scope of work before submitting their offer.

**1.2.17 Cost of Tender Document:**

The Tenderer shall deposit cost of tender as prescribed in Notice Inviting Tender, online through payment gateway of [www.ireps.gov.in](http://www.ireps.gov.in).

**1.2.18 Earnest Money Deposit (Tender Security):**

- (i) The tenderer must deposit the amount of Earnest Money for the amount prescribed in Notice Inviting Tender online through the payment gateway on [www.ireps.gov.in](http://www.ireps.gov.in).
- (ii) Tenders received without Earnest Money in full in the manner prescribed above shall be summarily rejected.
- (iii) The Earnest Money Deposit of Successful Tenderer, will be retained towards part of Security Deposit.
- (iv) In case of Unsuccessful Tenderer, the Earnest Money will be refunded to them without interest after finalization of the Tender as promptly as possible. The Earnest Money of the Successful Tenderer shall be converted to Retention money/Security Deposit when the Successful Tenderer has furnished the Performance Security and signed the Contract Agreement.
- (v) Dedicated Freight Corridor Corporation of India Limited(DFCCIL) reserves the right of forfeiture of Earnest Money Deposit (EMD) in case of Successful Tenderer if:
  - a) Does not execute the Contract Agreement within 07 (Seven) days after receipt of notice issued by DFCCIL that such documents are ready ; or
  - b) Does not submit Performance Security in the form of Bank Guarantee of the requisite value (equal to 5% of contract value) as per Form-6 of Tender Document, within the time prescribed in clause 16(4) of GCC ; or
  - c) Does not commence the work within 15 days after receipt of letter of Acceptance or date as specified in the Letter of Acceptance.
  - d) Withdraws the offer during the period of validity/extended validity.
  - e) When any of the information furnished by the tenderer not found true.
- (vi) The forfeiture of Earnest Money Deposit (EMD) shall be also applicable if work is terminated at any stage as per terms and conditions of the contract.

**PART I**  
**CHAPTER III**  
**PREAMBLE & GENERAL INSTRUCTION TO TENDERERS**

**PART- I**  
**Chapter- III**  
**PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS**

**1.3.1 Introduction**

**(i) General**

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), a public sector under taking has been set up under the Indian Companies Act, 1956 for implementation of Dedicated Freight Corridor Project. Government of India is the sole share holder of the DFCCIL.

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

**(ii) Eastern Dedicated Freight Corridor**

Eastern DFC Route will be approximately 1839 Km long from Dankuni to Ludhiana via Dankuni – Asansole – Dhanbad – Gaya – Sonnagar - Mughalsarai - Allahabad - Kanpur - Tundla - Aligarh - Khurja - Bulandshahr – Meerut – Saharanpur – Ambala - Ludhiana. Proposed alignment of DFC has been generally kept parallel to existing Indian Railway line except provision of detours at some stations where the existing yards /cities are congested .

**(iii) Scope of Work**

Chief General Manager/Prayagraj (West) herein after referred to as 'DFCCIL' is inviting e-tenders from Firms / Companies having requisite experience and financial capacity for execution of the following work:

**Construction of balance work of Auto location hut (20nos.) & Relay hut (08nos.) buildings for signal & telecom equipments at different location between Rooma and SUJATPUR Stations in PRAYAGRAJ - KANPUR Section on DFCCIL Route in connection with DFCCIL railway Track.**

Scope of work is as per the requirements given in the bid document but not limited to:

- (a) Construction of balance work of 20 nos. ALH and 08 nos. RH buildings as per approved drawings.
- (b) Construction of Drains, Earth filling arrangement as per approved drawings.
- (c) Construction of Fencing, cable duct, Main hole as per approved drawings.
- (d) Other miscellaneous works.

**(iv) Location**

Works are to be executed between Sujatpur to Rooma Stations in Prayagraj - Kanpur section on DFCCIL Route in the jurisdiction of CGM/PRYJ (W)/DFCCIL. DFCCIL reserves right to change the site of work anywhere in adjacent/adjoining

area of the work defined in Para 1.3.1(iii) above in the jurisdiction of CGM/Prayagraj/West and the contractor shall be bound to execute the work without any extra cost.

### **1.3.2 (A) Tender Bid**

The Tender Bid shall be submitted online **through uploading on e-tender web site Address:- <https://www.ireps.gov.in>** as under:-

#### **Packet – A**

Eligibility/Qualifying element of the Tender Bid along with other documents mentioned in Para 1.3.13.(A) , here in after called “TECHNICAL BID”

#### **Packet –B**

Price elements of the Tender Bid as per Para 1.3.13.(B) , here in after called “FINANCIAL BID”.

The TECHNICAL BID (Packet - A) **received through e-tender with deposition of EMD, Tender Fee and other statutory documents** shall be opened on the date of tender opening and the detailed scrutiny of TECHNICAL BID shall be carried out.

The “FINANCIAL BID” (Packet - B)/FIN. OFFER received through e-tender shall be opened only of those tenderers who qualify in "Technical Bid".

The Financial Bid (Packet- B) of un-qualified tenderers shall not be processed further and not opened. The detailed procedure for tender opening and processing is given in Para 1.3.12.

### **1.3.2(B) Form of Tender**

The Tender documents shall be considered under two separate packets viz:- "Packet- A "containing technical Bid and "Packet– B" containing financial Bid.

Detailed credentials as per the requirement of eligibility criteria and all tender papers except Summary of Prices and Schedule of Prices are to be submitted through online e-tender in "TECHNICAL BID" i.e. Packet-A either through ELIGIBILITY Tab or ATTACH DOC Tab of the Bid preparation and Submission icon. Summary of Prices and Schedule of Prices with percentage above/below/at par duly filled in are to be submitted in “FINANCIAL BID” (FIN OFFER Tab) to be filled and saved with digital signature through online e-tender.

Completed tender documents in two packets viz. Packet-A and Packet-B shall be submitted through online e-tender on web site:-<https://www.ireps.gov.in>.

## (i) Documents to be uploaded in support of TECHNICAL BID (Packet - A):-

S. No	Description	Documents
(1)	Offer letter complete.	Form No.1
(2)	Tenderer's credentials in accordance With Para 1.3.13 (A) & (B) of Preamble and General Instructions to Tenderers.	Form No. 2A,2B&2C
(3)	Earnest money in accordance with Para 1.3.5 and Cost of Tender Document, in accordance with Para 1.2.17 of Instructions to Tenderers.	
(4)	Written confirmation authorizing the signatory of the tender to submit the tenderer and other documents as per format as applicable, in accordance with Para 1.3.14 of Preamble and General Instructions to Tenderers.	

## (ii) Documents to be enclosed with the FINANCIAL BID (Packet B):-

S. No	Description	Documents
(1)	Summary of Prices, Schedule of Prices & Total Prices	Under FIN OFFER Tab of web site

**1.3.3 Tender Document**

This tender document (Technical bid) consists of following three parts:

PART/ CHAPTERS	DESCRIPTION	PAGE NO.
<b>PART – I</b>		
Chapter I	Notice Inviting Tender.	<b>3-4</b>
Chapter II	Instructions to Bidder	<b>6-9</b>
Chapter III	Preamble and General Instructions to Tenderers.	<b>11-30</b>
Chapter IV	General Conditions of Contract.	<b>32-83</b>
Chapter V	Special Conditions of Contract.	<b>85-92</b>
<b>PART – II</b>		
Chapter I	Technical Specifications.	<b>94-124</b>
Chapter II	Tender Forms.	<b>126-169</b>
<b>PART – III</b>	Drawings.	<b>170-171</b>

**1.3.4 Addressal of queries:**

**Bidders should give their queries in writing at least fifteen (15) days prior to Bid closing date.**

DFCCIL response to queries as well as Corrigendum in bidding document will be posted on the website [www.ireps.gov.in](http://www.ireps.gov.in) at least fifteen (15) days prior to date of opening or given under NIT. All communication between the Employer and the tenderer shall be in writing. For the purposes of seeking clarification, the Employer's address is:

Dedicated Freight Corridor Corporation of India Limited

Attention: PM/Engg/Prayagraj (West), 2<sup>nd</sup> Floor, OCC BUILDING,  
SUBEDARGANJ, JHALWA, PRAYAGRAJ, UTTAR PRADESH-211012  
Telephone: 8957411202, Fax number:- 0532 - 2287622  
Electronic mail address: rajeshagarwal@dfcc.co.in

**1.3.5 Earnest Money/Bid Security:**

- (1) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender at the following rates.
  - (a) Two percent of the estimated cost for works up to Rs. 20 crore (subject to a maximum of Rs. 30 Lacs).
  - (b) One and one-half percent of the estimated cost for works between Rs. 20 crore to Rs. 50 crore (subject to a maximum of Rs. 50 Lacs).
  - (c) One percent of the estimated cost for works above Rs. 50 crore.

**Note:**

- (i) The earnest money shall be rounded off to the nearest ₹100. This earnest money shall be applicable for all modes of tendering.
  - (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit.
  - (iii) 100% Govt. owned PSUs shall be exempt from payment of earnest money deposit.
  - (iv) Labour Cooperative Societies shall deposit only 50% of above earnest money deposit.
  - (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.
  - (c) If his tender is accepted this earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen there to while in their possession, nor be liable to pay interest thereon.
- (2) The Earnest Money shall be deposited through e-payment gateway or as mentioned in tender documents.

**NOTE:** No interest shall be paid by DFCCIL on earnest money amount. The forfeiture of the EMD shall also be applicable if work is terminated at any stage as per terms and conditions of the Contract.

**1.3.6 Validity of Tender:-**

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

**1.3.7 Period of Completion**

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

**1.3.8 Care in Submission of Tenders:**

- (a)(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority as per latest instruction of GST Department.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after

obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

**Note:** The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Form 21**. Non submission of above certificate by the bidder shall result in **summarily** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

#### **1.3.9 Tenderer's Address**

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

#### **1.3.10 Rights of the DFCCIL to deal with Tender:**

1. The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.
2. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.
3. If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the DFCCIL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the DFCCIL shall deem such tender as cancelled, unless the firm retains its character.

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

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

#### **1.3.12 Opening of Tender:**

- (a) Tender will be opened online at **15.30hrs.on 17/09/2020**, in the office of Chief General Manager/Prayagraj (West), DFCCIL, 2<sup>nd</sup> Floor, OCC BUILDING, SUBEDARGANJ, JHALWA, PRAYAGRAJ, UTTAR PRADESH-211012, India, in the presence of the tenderer so the representatives as may be present at the



prescribed date and time.

- (b) The packet of '**TECHNICAL BID (Packet- A)**' only of the tenderers whose EMD, Tender Fee, stipulated Forms have been received shall be opened and the contents there of i.e. qualification details shall be read out. **FINANCIAL BID (Packet-B)** shall be opened subsequently after informing the parties participated through the site [www.ireps.gov.in](http://www.ireps.gov.in).
- (c) After the opening of "TECHNICAL BID"(Packet-A) of all the tenderers, these Bids shall be scrutinized and analysed. If found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose Bid are considered complete and meet eligibility criteria shall be shortlisted.
- (d) The **FINANCIAL BID (Packet-B)** shall be opened on a subsequent date and time duly notified well in advance. The Financial Bids of only those tenderers shall be opened who are shortlisted after scrutiny of their Technical Bid. The Financial Bid of the tenders who do not qualify during scrutiny of Technical Bid shall not be opened. The time of opening, date and venue of online financial Bids of Shortlisted tenderer shall be advised to qualified tenderers well in advance to enable them to depute the representative through the portal [www.ireps.gov.in](http://www.ireps.gov.in). The earnest money of non-qualifying tenderers will be returned back within a reasonable period of completion of results of Technical Bid.

**1.3.12.1** The Employer (DFCCIL) will notify Bidders in writing who have been rejected on the grounds of their Technical bids being substantially non-responsive to the requirements of the bidding document and their price bids i.e. FINANCIAL BID (Packet-B) submitted online will not be opened.

### **1.3.13 Eligibility Criteria:**

#### **(A) Technical Eligibility Criteria:**

- (a) The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
  - Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
  - Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
  - One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

**Note:** Similar work for this tender will be any Civil Engineering work.

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

invited:

Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or

Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or

One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

**Note for b (i):** Separate completed works of minimum required values for each component shall also be considered for fulfillment of technical eligibility criteria.

(b)(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.

(b)(iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 (a) (ii) of Part-II of GCC or through subcontractor fulfilling the requirements as per clause 7 of Part-II of GCC or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief General Manager in writing. However, if required in tender documents by way of Special Conditions, a formal agreement duly notarized, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfillment of technical eligibility.

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

**Note for Item 1.3.13 (A):**

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

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

certificate.

**1.3.13(B) Financial Eligibility Criteria:** The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

**Note for 1.3.13(B):**

Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

**1.3.13(C) Bid Capacity:** The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-A.

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

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

*[Explanation for clause 10 including clause 10.1 to 10.5 - Eligibility Criteria:*

1. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
2. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.*
3. *If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.*
4. ***In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.***
5. *The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the*

completion cost of work.

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

*partner of the firm AB shall not be added in partnership firm AB.*

13. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
14. *In case company A is merged with company B, then company B would get the credentials of company A also.]*

#### **1.3.13 (D) Tenderer Credentials:**

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

Tenderer(s) shall submit along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted alongwith bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Form-21. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the DFCCIL there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides

banning of business for a period of upto five years.

(b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee and Security Deposit available with the DFCCIL shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto five years.

**1.3.13 (E)** In case of Two Packet of bidding, after scrutinizing the Techno-Commercial offer and short listing the tenderers, the Financial Bid shall be opened on a subsequent date only for those tenderers who will be qualifying Techno-Commercial Offers as per eligibility/qualifying criteria laid down. The date of opening of Financial Bid will be advised online. The DFCCIL's decision in this regard will be final.

#### **Multiple L-1**

In case of more than one L-1 bidders, tender may be awarded to tenderer having higher Bid Capacity. In case Bid Capacity is also the same, tenderer having done more value of similar work in last seven financial years and the current financial year upto the date of opening of the tender, may be selected for the award. Tenderer should submit information desired in Form no. 3 & 4.

#### **1.3.14 Documents to be submitted along with tender.**

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / HUF etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case maybe.
- (ii) Following documents shall be submitted by the tenderer:
  - (a) Sole Proprietorship Firm:**
    - (i) An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
    - (ii) All other documents in terms of explanatory notes in clause 1.3.13.(A) & (B) above.
  - (b) HUF:**
    - (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided

Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

- (ii) An undertaking that the HUF is not blacklisted or debarred by Railway/DFCCILs or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (iii) All other documents in terms of explanatory notes in clause 1.3.13(A) & (B) above.
- (c) **Partnership Firm:**
  - (i) The tenderer shall submit documents as mentioned in clause 1.3.16.2.
- (d) **Joint Venture (JV): This clause is not applicable for this tender.**
- (e) **Company registered under Companies Act 2013:**
  - (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company.
  - (ii) A copy of Certificate of Incorporation.
  - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
  - (iv) An undertaking that the Company is not blacklisted or debarred by Railway/DFCCILs or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
  - (v) All other documents in terms of explanatory notes in clause 1.3.13(A) & (B) above.
- (f) **LLP (Limited Liability Partnership):** If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:
  - (i) A copy of LLP Agreement
  - (ii) A copy of Certificate of Incorporation
  - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

- (iv) An undertaking that the LLP is not blacklisted or debarred by Railway/DFCCILs or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (v) All other documents in terms of explanatory notes in clause 1.3.13.(A) & (B) above.
- (g) **Registered Society & Registered Trust:** The tenderer shall submit:
  - (i) A copy of the Certificate of Registration
  - (ii) A copy of Deed of Formation
  - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
  - (iv) All other documents in terms of explanatory notes in clause 1.3.13.(A) & (B) above.
  - (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
  - (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway/DFCCIL's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
  - (v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.
  - (vi) The DFCCIL will not be bound by any change in the composition of the firm made subsequent to the submission of tender. DFCCIL may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

**1.3.15** The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted **even if** such specific person is authorized



for above purposes through partnership deed/ Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.

**1.3.16 Employment/Partnership etc. of Retired Railway/DFCCIL Employees:**

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

AND

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

THEN

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

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

partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

**Note:-** If information as required as per 1.3.16 .a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

## **JOINT VENTURE (JV) IN WORKS TENDERS**

**1.3.16.1 Participation of Joint Venture (JV) in Works Tender: This clause is not applicable for this tender.**

### **1.3.16.2 Participation of Partnership Firms in works tenders:**

- i) The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- ii) The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.
- iii) Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- iv) Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from DFCCIL and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the DFCCIL and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and EMD of the tenderer will be forfeited. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform DFCCIL beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a

breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.

- v) A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- vi) The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- vii) One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.
- viii) On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- ix) On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- x) In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
  - (a) Joint and several liabilities:  
The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the DFCCIL for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
  - (b) Duration of the partnership deed and partnership firm agreement:  
The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of DFCCIL, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of

Contract.

- (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the DFCCIL.
- xi) The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:
  - (i) A notarized copy of partnership deed.
  - (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
  - (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railway/DFCCILs or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
  - (iv) All other documents in terms of explanatory notes in clause 1.3.13 (A) & (B).
- xii) **Evaluation of eligibility of a partnership firm:**  
Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 1.3.13 (A) & (B).

**1.3.17 Works Contract Tax or any other taxes except GST:**

Taxes prescribed by the Central government/State Government/Local bodies at the rate prescribed by them will be recovered from the bills from time to time.

**1.3.18 Execution of Contract Agreement:-**

The Tenderer whose tender is accepted shall be required to appear in person at the office of **Chief General Manager/Prayagraj (West), DFCCIL, 2<sup>nd</sup> Floor, OCC BUILDING, SUBEDARGANJ, JHALWA, PRAYAGRAJ, UTTAR PRADESH- 211012** as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear and execute the contract agreement within seven days of notice from the DFCCIL that the Contract Agreement is ready. The Contract Agreement shall be entered into by DFCCIL only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the DFCCIL shall be entitled to forfeit the full amount of the Earnest Money and other dues payable to the Contractor under this

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

**1.3.19 Negotiation:**

Should DFCCIL decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the following form of declaration before commencement of negotiations:

"I.....do declare that in the event of failure of contemplated negotiations relating to Tender No. .... dated.....my original tender shall remain open for acceptance on its original terms and conditions".

**1.3.20 Site Inspection:**

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

**ANNEXURE-A****TENDERER'S CREDENTIALS (BID CAPACITY)**

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

Available Bid Capacity =  $[A \times N \times 2] - B$  Where,

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

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

B = Value of existing commitments and balance amount of ongoing works with the tenderer to be completed in next 'N' years.

**Note:**

- (a) The Tenderer(s) shall furnish the details of existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of DFCCIL for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly verified by Chartered Accountant.
- (b) In case of JV, the tenderer(s) must furnish the details of existing commitments and balance amount of ongoing works with each member of JV as per the prescribed proforma of DFCCIL for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly verified by Chartered Accountant.
- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.

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

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**PART-I**  
**CHAPTER- IV**  
**GENERAL CONDITION OF CONTRACT**

**PART - I**  
**CHAPTER- IV**  
**GENERAL CONDITIONS OF CONTRACT**  
**DEFINITIONS AND INTERPRETATION**

1. **(1) Definition:-** In these General conditions of Contract, the following terms shall have the meaning assigned here under except where the context otherwise requires:-
- (a) "DFCCIL" shall means the Dedicated Freight Corridor Corporation of India Limited, A Government of India (Ministry of Railway) Enterprise (DFCCIL in abbreviation) acting through its Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees.
  - (b) "Managing Director of DFCCIL" shall mean the officer - in-charge of the General Superintendence and Control of the DFCCIL and shall mean and include their successors;
  - (c) "Chief General Manager" shall mean the officer - in-charge of the Engineering Department of DFCCIL.
  - (d) "Director" shall mean the Officer in-charge of EDFC of the DFCCIL and shall also mean any officer nominated by Managing Director / DFCCIL and shall mean and include their successor.
  - (e) "Engineer" and Employer's Engineer shall mean the Chief General Manager of DFCCIL / PMC appointed by DFCCIL/ PMC duly authorized by Chief General Manager/DFCCIL.
  - (f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer, APM/PM/Dy.CPM/AGM of DFCCIL in direct charge of the work and shall include any Sr. Sec/Sr./Jr. Engineer/Executive/Sr. Executive, APM/PM/Dy.CPM of DFCCIL of Civil Engineering/Signal & Telecommunication Engineering/Electrical Engineering Department appointed by the DFCCIL/PMC and shall mean and include the Engineer's Representative of the successor DFCCIL.
  - (g) "Contractor" shall mean the person / Firm / Company/ JV whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assignee.
  - (h) "Contract" shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of Railway / DFCCIL modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts ,if any, Drawings ,Specifications, Additional / Special Specifications, if any and tender forms ,if any ,and all other documents included as part of contract.
  - (i) "Works" shall mean the works to be executed in accordance with the contract.



- (j) "Specifications" shall mean the Specifications for materials and works referred/ mentioned in tender documents.
- (k) "Schedule of rates" shall mean the schedule of rates issued by the CPWD (DSR 2018).
- (l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as maybe issued by the Engineer from time to time.
- (m) "Constructional Plan "shall mean all appliance sort things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works(as here in after defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (o) "Site" shall mean the lands and other places on, under, is out/through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (p) "Period of Maintenance "shall mean the defect liability period from the date of completion of the works as certified by the Engineer.
- (q) 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (r) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website.

**1. (2) Singular and Plural:-** Words importing the singular number shall also include the plural and vice versa where the context requires.

**1.(3) Headings & marginal headings:-**The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

## **GENERAL OBLIGATION**

**2. (1) Execution Co-relation and intent of contract Documents:-** The contract documents shall be signed in triplicate by the DFCCIL and the Contractor. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipment and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the DFCCIL to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

- 2.(2) If a work is transferred from the jurisdiction of one Project Authority of DFCCIL to another Project Authority of DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Project in the same manner & take effect all respects as if the Contractor and the Successor Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Project under the original contract/agreement entered into.
- 2.(3) If for administrative or other reasons the contract is transferred to the Successor Project Authority of DFCCIL the contract shall notwithstanding any things contained herein contrary thereto, be binding on the Contractor and the Successor Project Authority/ DFCCIL in the same manner and take effect in all respect as if the Contractor and the Successor Project Authority of DFCCIL had been parties thereto from the date of this contract. The contract shall be Administered/Managed by CGM/GM nominated by DFCCIL.
- 3.(1) **Law governing the contract:-** The contract shall be governed by the law for the time being in force in the Republic of India.
- 3.(2) **Compliance to regulations and bye-laws:-**The contractor shall conform to the provision of any statute relating to the works and regulations and by-laws of any location authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reasons for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect hereof. The contractor shall be bound to give all notices required by statute, regulations, or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
4. **Communications to be in writing:-** All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's representative or the contractor interest concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.
5. **Service of Notices on Contractors:-**The contractor shall furnish to the Engineer the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forth with notified by the contractor to the Engineer.
6. **Occupation and use of land:-** No land belonging to or in the possession of the Railway / DFCCIL/ State govt. shall be occupied by the Contractor without the

permission of the Railway / DFCCIL. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing the works. Whenever non-Railway bodies / persons are permitted to use Railway/State Govt. premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

7. **Assignment or Subletting of Contract:** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief General Manager/DFCCIL, save as provided below. Any breach of this condition shall entitle the DFCCIL to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the DFCCIL in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief General Manager/DFCCIL for the same. While submitting the proposal to DFCCIL, Contractor shall ensure the following:

- (a) (i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.
- (ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years through a works contract directly given to him by a Govt. Department; or by a Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to DFCCIL and work experience certificate issued by a person authorized by the Public Listed Company to issue such certificates.
- In case contractor submits subcontractor's work experience certificate issued by public listed company, the contractor shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.
- (iii) There is no banning of business with the sub-contractor in force over IR/DFCCIL.
- (b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
- (c) On receipt of approval from Chief General Manager, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and

submit a copy of the same to the Engineer.

- (d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- (e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of DFCCIL, with prior intimation to Chief General Manager.
- (f) The Contractor shall indemnify railway against any claim of subcontractor.
- (g) The Contractor shall endeavour to resolve all matters and payments amicably and speedily with the subcontractor.
- (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.
- (i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- (j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
- (k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

**8. Assistance by the DFCCIL for the Stores to be obtained by the Contractor:-** Owing to difficulty in obtaining certain materials(including Tools & Plant)in the market, the DFCCIL may have agreed without any liability therefore to endeavour to obtain or assist the contractor in obtaining the required quantities of such materials as may be specified in the tender. In the event of delay or failure in obtaining the required quantities of the afore said material the contractor shall not be deemed absolved of his own responsibility and shall keep in touch with day to day positions regarding their availability and accordingly adjust progress of works including employment of labour and the DFCCIL shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or no supply.

**9. Deleted.**

**10. Carriage of materials:-** No forwarding orders shall be issued by the DFCCIL for the conveyance of contractor's materials, tools and plan by Rail which may be

required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.

11. **Deleted.**
12. **Representation on Works:-** The contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.
13. **Relics and Treasures:-** All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the DFCCIL and the Contractor shall duly preserve the same to the satisfaction of the DFCCIL and shall from time to time deliver the same to such person or persons as the DFCCIL may appoint to receive the same.
14. **Excavated material:-** The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the DFCCIL provided that the contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as maybe determined by the Engineer.
15. **Indemnity by Contractors:-** The contractor shall indemnify and save DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways /DFCCIL by reason of any actor omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums pay able by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- 16.(1) **Security Deposit:** The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the

Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

Further, in case of contracts having value equal to or more than ₹ 50 crore (Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1<sup>st</sup> on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Standard General Conditions of Contract.

Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Earnest Money deposited by the Contractor with his tender will be returned by the Railways.

**Note:** After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.

**16.(2) (i) Refund of Security Deposit:** Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51.(1) **and**
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Contractor and
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable.

**16.(2) (ii) Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.

**16.(3)** No interest shall be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.

**16.(4) Performance Guarantee**

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
  - (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 of any of the Nationalized Banks;
  - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
  - (vi) Deposit in the Post Office Saving Bank;
  - (vii) Deposit in the National Savings Certificates;
  - (viii) Twelve years National Defence Certificates;
  - (ix) Ten years Defence Deposits;
  - (x) National Defence Bonds and
  - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This

P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

- (d) The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (five percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with Railways, shall be returned to Contractor as per his request

duly safeguarding the interest of railways

- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the Contractor to pay DFCCIL any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
  - (iii) The Contract being determined or rescinded under clause 62 of the GCC
- (h) The tenderer who has offered lower total cost as compared to tender value by more than 10 %, shall be required to submit additional Performance Guarantee of value equal to half the percentage of tender value by which offer is lower than 10%. (e.g. *in a tender costing Rs 100, if contract value is Rs 80, additional Performance Guarantee shall be  $[0.5 \times \{(100-80)-10\}]$  percentage of tender value.*)

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

**17-A Extension of time in Contracts:-** Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works



comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contractor extended date in terms of the following clauses:-

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

No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

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

**17.B Extension of time for delay due to contractor:-** The time for the execution of

the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than there as on specified in clause 17 and 17-A, the DFCCIL may if satisfied that they can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of (Performa at Form No. 14) time as the Engineer may decide. On such extension the DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to  $\frac{1}{2}$  of 1% of the contract value of the works for each week or part of the week.

For the purpose of this clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition, shall not exceed the undernoted percentage value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

SN	Duration of extension of time under Clause 17-B	Rate of Liquidated Damages
(i)	Up to Twenty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.10% of contract value for each week or part of the week
(ii)	Above Twenty percent but upto Thirty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.20% of contract value for each week or part of the week
(iii)	Above Thirty percent but upto Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.30% of contract value for each week or part of the week
(iv)	Above Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.50% of contract value for each week or part of the week

Provided further, that if the DFCCIL is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the DFCCIL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

- 17.C Bonus for Early Completion of Work:** In case of open tenders having value more than Rs 20 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 3% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by engineer.
- 18.(1) Illegal Gratification:-** Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the DFCCIL, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the DFCCIL shall, in addition to any criminal liability which he may incur, subject contract or to the rescission of the contract and all other contracts with the DFCCIL and to the payment of any loss or damage resulting from such decision and the DFCCIL shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the DFCCIL.
- 18.(2)** The contractor shall not lend or borrow from or have or enter in to any monetary dealings and transactions either directly or indirectly with any employee of the DFCCIL and if he shall do so, the DFCCIL shall be entitled forth with to rescind the contract and all other contracts with the DFCCIL. Any question or dispute as to the commission or any such offence or compensation payable to the DFCCIL under this clause shall be settled by the Chief General Manager , DFCCIL, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

### EXECUTION OF WORKS

- 19.(1) Contractor's understanding:-** It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- 19.(2) Commencement of works:-** The contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.
- 19.(3) Accepted Programme of work:-** The contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart /PERT/CPM. He shall also submit the details of

organization (in terms of labour and supervisors) plant and machinery, that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavour to fulfil this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

- 19.(4) Setting out of works:-**The contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and shall check these at frequent intervals. The contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative to check all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error shall appear or arise in any part of the work, the contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work. The contractor shall carefully protect and preserve all benchmarks, sight rails, pegs, and other things used in setting out the work.
- 20.(1) Compliance to Engineer's instructions:-**The Engineer shall direct the order in which the several parts of the works shall be executed and the contractor shall execute without delay all orders given by the Engineer from time to time but the contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
- 20.(2) Alterations to be authorized:-**No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer, and the contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.
- 20.(3) Extra works:-**Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or contractors or by other means at the option of the DFCCIL.
- 20.(4) Separate contracts in connection with works:-** The DFCCIL shall have the right to let other contracts in connection with the works. The contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the contractors work depends for proper execution or result upon the work of another contractor(s), the contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work

as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

- 21. Instruction of Engineer's Representative:-**Any instructions or approval given by the Engineer's representative to contract or in connection with the works shall bind the contractor as though it had been given by the Engineer provided always as follows:
- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
  - (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.
- 22.(1) Adherence to specifications and drawings:-** The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer he shall bear all the costs arising or ensuing therefore and shall be responsible for all loss to the DFCCIL.
- 22.(2) Drawings and specifications of the works:-** The contractor shall keep one copy of drawings and specifications at the site, in good order, and such contract documents as may be necessary available to the Engineer or the Engineer's representative.
- 22.(3) Ownership of drawings and specifications:-** All drawings and specifications and copies thereof furnished by the DFCCIL to the Contractor are deemed to be the property of the DFCCIL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the contractor to the DFCCIL on completion of the work or termination of the contract.
- 22.(4) Compliance with Contractor's request for details:-** The Engineer shall furnish with reasonable promptness, after receipt by him of the contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawing and instructions shall be consistent with the contract Documents and reasonably inferable there from.
- 22.(5) Meaning and intent of specification and drawings:-** If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the contractor) to the Chief General Manager/ Chief General Manager / General Manager/ROB, who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

- 23. Working during night:-** The contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer.
- 24. Damage to Railway / DFCCIL property or private life and property:-**The contractor shall be responsible for all risk to the work and fortress pass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway / DFCCIL and this although all reasonable and proper precautions may have been taken by the contractor, and in case the Railway / DFCCIL shall be called upon to make good any costs, loss or damages, or to pay an 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 a foresaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway / DFCCIL may incur in reference there to, shall be charged to the contractor. The Railway / 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 a fore said 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.
- 25. Sheds, stores houses and Yards:-**The contractor shall at his own expense provide himself with sheds, stores houses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the contractor shall keep at each such sheds, stores houses and yard a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plants kept in hand ,and any materials or plan which the Engineer may object to shall not be brought upon or used in the works ,but shall be forth with removed from the sheds, store houses or yards by the contractor. The contractor shall at his own expenses provide and maintain suitable equipment's necessary for the execution of the works.
- 26. Provision of efficient and competent Staff at work sites by the Contractor:-**
- 26.1 The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.
- 26.2 The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the

Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and work men employed by him.

- 26.3 In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and work men as is necessary for the proper completion of the works within the time prescribed, the contractor shall forth with on receiving intimation to this effect deploy the additional number of staff and labour specified by the Engineer within seven days of beings required and failure on the part of the contractor to comply with such instructions will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.
- 26A. Deployment of Qualified Engineers at Work Sites by the Contractor:
- 26A.1** The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents (Clause 35 Part-II chapter-I).
- 26A.2** In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.
- 26A.3** No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'
- 27.(1) Workmanship and testing:-** The whole of the work sand / or supply of materials specified and provided in the contractor that may be necessary to be done in order to form and complete any part there of shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the contractor.
- 27.(2) Removal of improper work and materials:-**The Engineer or the Engineer's Representative shall be entitled to order from time to time:
- (a) The removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.
  - (b) The substitution of proper and suitable materials, and
  - (c) The removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefore, of any work which in respect of materials or workmanship; his noting, his opinion in accordance with the specifications and in case of default on the part of the contractor in carrying out such order the DFCCIL shall be entitled to rescind the contract under clause 62 of these conditions.

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

- 28. Facilities for inspection:-** The contractor shall afford the Engineer and the Engineer's Representative /PMC ,every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials ,planks ,ladders ,pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative/PMC shall at all times have free access to every part of the works said, to all places at which materials for the works are stored or being prepared.
- 29. Examination of work before covering up:-**The contractor shall give 7 days' notice to the Engineer or the Engineer's representative/Consultant whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond there, each of measurement in default whereof ,the same shall at the option of the Engineer or the Engineer's representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.
- 30. Temporary Works:-** All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineers may direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the Railway / DFCCIL land for labour engaged by him for the execution of works, the contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the contractor's labour refuse to vacate, and have to be rejected by the Railway / DFCCIL, necessary expenses incurred by the Railway / DFCCIL in connection there with, shall be borne by the contractor.
- 31.(1) Contractor to Supply Water for Works:** Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.
- 31.(2) Deleted**
- 31.(3) Deleted.**
- 31.(4)(a) Contractor to Arrange Supply of Electric Power for Works:** Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.



**(b) Deleted.**

- 32. Property in materials and plant:-** The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately, they are brought upon the site of the said land, be deemed to be the property of the Railway/DFCCIL. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway / DFCCIL and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway / DFCCIL be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost ,stolen, injured or destroyed by fire ,tempest or otherwise.
- 33.(1) Tools, Plant and Materials Supplied by DFCCIL:-** The Contractor shall take all reasonable care of all tools, plant and materials or other property whether or alike description or not belonging to the DFCCIL and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted subcontractor, or his work men or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damaged one thereto.
- 33.(2) Hire of DFCCIL / Railway's Plant:-** The DFCCIL may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as maybe specified in the special conditions or in a separate agreement for Hire of Plant.
- 34.(1) Precaution during progress of works:-** During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage ,injury or loss is caused or likely to be caused to any person or property.
- 34.(2) Roads and Water Courses:** Existing roads or water courses shall not be blocked cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, 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's bills/Security Deposit or any other dues of Contractor with the Government of India
- 34.(3) Provision of access to premises:-** During progress of work in any street or thorough fare, the Contractor shall make adequate provision for the passage of

traffic, for securing safe access to all premises approached from such street or thorough fare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall react and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works 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.

**34.(4) Safety of Public:** 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 look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.

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

**35.0 Deleted.**

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

- (a) Provided for in the contract, or
- (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and/or
- (c) Necessary for the safety of the works or any part thereof.

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

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

part only of the works as a no mission of such part or where it affects the whole of the works, as an abandonment of the contract by the DFCCIL.

**37. Rates for Items of Works:**

- (i) The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the DFCCIL, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the DFCCIL, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

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

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

**38. Deleted.**

- 39.(1) Rates for Extra Items of Works:** Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Schedules of Rates shall be executed at the rates set forth in the "Schedule of Rates" modified by the tender percentage, and for such items not contained in the latter, at the rate agreed upon between the Engineer and the Contractor

before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Schedule of Rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the DFCCIL shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

The assessment of rates for extra items shall be arrived at based on the prevailing rates and by taking guidance from the following documents in order of priority:

- (i) Analysis of Delhi Schedule of Rates issued by CPWD
- (ii) Analysis of Unified Schedule of Rates of Indian Railways
- (iii) Market Analysis.

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

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

**40(2) Clearance of site on completion:-** On completion of works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been effected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving

notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the DFCCIL shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from, which removal may be effected by means of public sales of such materials and property or in such away as deemed fit and convenient to the Engineer.

**Clause 40A:** At the final stage of completion and commissioning of work, in case the contractor's failure is limited to only some of the works costing not more than 2% of the original contract value, and the Contractor request the engineer that such works may be offloaded from him and got executed through another agency and additional cost incurred, if any, should be recovered from his dues; the Engineer on being convinced that the anticipated additional cost for such works will not be substantial and can be recovered from the dues of the contractor and that such offloading will help in completion and commissioning of work, may agree to such offloading without any adverse repercussion on the performance guarantee and security deposit of the Contractor. However, the Engineer will not be under any compulsion to agree to such a request. Further, before issuing letter of acceptance to another agency for such work, the Contractor shall be informed of the rates at which the work will be got executed and the Contractor should give his consent to do so and certify that he would have no future claim on this account and that the extra expenditure so incurred, if any, by the Engineer in getting the offloaded work done, shall be recovered from subsequent Bills or any other dues of the Contractor. In case the Contractor fails to give such consent within three working days, the Engineer may treat the same as not acceptable to Contractor and proceed accordingly. In any case, Railway shall deduct 10% of cost of such work or Rs one lakh whichever is lower, from the Contractor's dues as administrative charges for the process of finalizing new agency for such work irrespective of whether or not such work is finally offloaded from Contractor or not.

## **VARIATIONS IN EXTENT OF CONTRACT**

- 41. Modification to contract to be in writing:** -In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the DFCCIL and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms there of shall be deemed conditional and shall not be binding on the DFCCIL unless and until the same is incorporated in a formal instrument and signed by the DFCCIL and the Contractor, and till then the DFCCIL shall have the right to repudiate such arrangements.
- 42.(1) Powers of Modification to Contract:** The Engineer on behalf of the DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any

compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

- 42.(2) (i)** Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.
- (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
  - (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates
    - (a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
    - (b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
    - (c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
    - (d) Variation to quantities of Minor Value Item:  
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
      - (d)(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
      - (d)(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
      - (d)(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
    - (iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.
    - (v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
    - (vi) As far as DSR/SOR items are concerned, the limit of 25% would apply to the value of DSR/SOR schedule as a whole and not on individual DSR/SOR items.

However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

- 42.(3) Valuation of variations:-** The enlargements, extensions, diminution, reduction, alterations or additions referred to in sub-clause(2) of this clause shall in no degree affect the validity of the contract but shall be performed by the Contractor as provided there in and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items / quantities of work falling outside the purview of the provisions of sub-clause (2) above shall be paid for at the rates determined under clause-39 of these conditions.

### **CLAIMS**

- 43.(1) Monthly Statement of Claims:-** The Contractor shall prepare and furnish to the Engineer on every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.
- 43.(2) Signing of “No Claim” Certificate:-** The Contractor shall not be entitled to make any claim whatsoever against the DFCCIL under or by virtue of arising out of this contract, nor shall the DFCCIL entertain or consider any such claim, if made by the Contractor, after he shall have signed a “No Claim” Certificate in favour of the DFCCIL in such form as shall be required by the DFCCIL after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by “No Claim” Certificate or demanding a clearance to arbitration in respect thereof.

### **MEASUREMENTS, CERTIFICATES AND PAYMENTS**

- 44. Quantities in schedule annexed to Contract:-** The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.
- 45 (i) Measurement of works:-** The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39 of these conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted schedule of rates is 100 or 1000 shall be calculated to the nearest whole number, any; fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to two places of decimals. Such measurements will

be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which "on account" or final measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurement. Failing the Contractor's attendance the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurements shall be duly investigated and considered in the manner set out below:-

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

**45.(ii) Measurement of works by Contactor's Authorized Representative (in case the contract provides for the same):**

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

The date and time of test checks shall be communicated to the contractor who shall be present at the site and shall witness the test checks, failing the contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon contractor provided always that any objection made by contractor to test check shall be duly investigated and considered in the manner set out below:

- (i) It shall be open to the contractor to take specific objection to test checks of any



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

- (i) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.
- (b) Incorrect measurement, actions to be taken If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:
  - (i) On first occasion of noticing exaggerated / false measurement. Engineer shall impose a penalty of 10% of claimed gross bill value.
  - (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall impose penalty of 15% of claimed gross bill value. In addition the facility of recording of measurements by contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway/DFCCIL as per clause 45(i) above.

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

**46.(2) Rounding off amounts:-** The total amount due on each certificate shall be rounded off to the nearest rupee i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto Re.1/- will be reckoned as Re.1/-

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

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

**46A.** Price Variation Clause (PVC):

**46A.1 Applicability:** Price Variation Clause (PVC) shall be applicable only in those contracts where tender conditions specifically permit it. Materials supplied free of cost by Railway to the Contractors and any extra **NS** item(s) included in subsequent variation falling outside the purview of the Schedule of Items of tender 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 Railway 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.

**46A.2 Base Month:** The Base Month for 'Price Variation Clause' shall be taken as month 28 days prior to opening of tender including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

**46A.3 Validity:**

Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:

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

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

**46A.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.

**46A.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.

**46A.6** The percentages of labour component, material component, fuel component etc. in various types of Engineering contracts shall be as under:

S. No.	Component	E/Work& Minor Bridges Contracts, Supply Contracts, Tunneling Contracts (without explosive)	Tunneling Contracts (with explosives )	Major and Important Bridges Contracts	Building Contracts	Permanent Way linking Contracts (Manual)	Other Works Contracts
1	Labour Component	20	20	20	40	50	20
2	Other Material Components	10	15	30	35	5	20
3	Plant Machinery & Spares	30	15	20	5	15	30
4	Fuel & Lubricants Component	25	15	15	5	15	15
5	Fixed Component*	15	15	15	15	15	15
6	Detonators & Explosive Component	-	20	-	-	-	-

\* It shall not be considered for any price variation.

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

$$(i) \quad L = \frac{W \times (LQ - LB)}{LB} \times \frac{LC}{100}$$

$$(ii) \quad M = \frac{W \times (MQ - MB)}{MB} \times \frac{MC}{100}$$

$$(iii) \quad F = \frac{W \times (FQ - FB)}{FB} \times \frac{FC}{100}$$

$$(iv) \quad E = \frac{W \times (EQ - EB)}{EB} \times \frac{EC}{100}$$

$$(v) \quad PM = \frac{W \times (PMQ - PMB)}{PMB} \times \frac{PMC}{100}$$

$$(vi) \quad S = S_W (S_Q - S_B) / S_B$$

$$(vii) \quad C = CV \times (CQ - CB) / CB$$

### For Railway Electrification Works:

$$(viii) \quad T = [(CS - CO) / CO \times 0.4136] \times TC$$

$$(ix) \quad R = [(RT - RO) / RO + (ZT - ZO) / ZO \times 0.06] \times RC$$

$$(x) \quad N = [(PT - PO) / PO] \times NC$$

$$(xi) \quad Z = [(ZT - ZO) / ZO] \times ZC$$

$$(xii) \quad I = [(IT - IO) / IT] \times 85$$

Where,

L	Amount of price variation in Labour
M	Amount of price variation in Materials
F	Amount of price variation in Fuel
E	Amount of price variation in Explosives
PM	Amount of price variation in Manufacture of machinery for mining, Quarrying and Construction
S	Amount of price variation in Steel
C	Amount of price variation in Cement
T	Amount of price variation in Concreting
R	Amount of price variation in Ferrous Items
N	Amount of price variation in Non-Ferrous Items
Z	Amount of price variation in Zinc
I	Amount of price variation in Insulator
LC	% of Labour Component
MC	% of Material Component
FC	% of Fuel Component

EC % of Explosive Component

PMC % of Manufacture of machinery for mining, Quarrying and Construction Component

TC % of Concreting Component

RC % of Ferrous Component

NC % of Non-Ferrous Component

ZC % of Zinc Component

W Gross value of work done by Contractor as per on-account bill(s) excluding cost of materials supplied by Railway at fixed price, minus the price values of cement and 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)

LB Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period

LQ Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration

MB Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period

- MQ Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
- FB Wholesale Price Index for the group Fuel & Power as published in the R.B.I. Bulletin for the base period
- FQ Index Number of Wholesale Price Index – By Groups and Sub-Groups for the group Fuel & Power as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
- EB Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g).Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
- EQ Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g).Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
- PMB Index number of Monthly Whole Sale Price Index for the category 'k. Manufacture of machinery for mining, quarrying and construction' under (R) MANUFACTURE OF MACHINERY AND EQUIPMENT, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
- PMQ Index number of Monthly Whole Sale Price Index for the category 'k. Manufacture of machinery for mining, quarrying and construction' under (R) MANUFACTURE OF MACHINERY AND EQUIPMENT, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
- SW Gross value of steel supplied by the Contractor as per the 'on-account' bill for the month under consideration
- SB Index number of Monthly Whole Sale Price Index for the relevant category of mild steel item as mentioned in Clause 46A.9, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP); for the base period.
- SQ Index number of Monthly Whole Sale Price Index for the relevant category of mild steel item as mentioned in Clause 46A.9, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP); for the average price index of the 3 months of the quarter under consideration.
- CV Value of Cement supplied by Contractor as per on account bill in the quarter under consideration
- CB Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period

CQ	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
CS	RBI wholesale price index for Cement, Lime & Plaster for the month which is six months prior to date of casting of foundation
Co	RBI wholesale price index for Cement, Lime & Plaster for the month which is one month prior to date of opening of tender
RT	IEEMA price index for Iron & Steel for the month which is two months prior to date of inspection of material.
RO	IEEMA price index for Iron & Steel for the month which is one month prior to date of opening of tender.
PT	IEEMA price index for Copper wire bar for the month which is two months prior to date of inspection of material.
PO	IEEMA price index for Copper wire bar for the month which is one month prior to date of opening of tender.
ZT	IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
ZO	IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
IT	RBI wholesale price index for the sub-group "other Portland and Ceramic product" for the month which is two months prior to date of inspection of material
IO	RBI wholesale price index for the sub-group "other Portland and Ceramic product" for the month which is one month prior to date of opening of tender

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

**46A.9** Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

SL	Category of Steel Supplied in Railway Work	Category of Steel Items as mentioned in Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP).
1.	Reinforcement bars and other rounds	'MS Bright Bars' individual commodity of group item (d) Mild Steel-Long Products under (N) MANUFACTURE OF BASIC METAL.
2.	All types and sizes of angles, channels and joists	'Angles, Channels, Sections, Steel' individual commodity of group item (d) Mild Steel- Long Products under (N) MANUFACTURE OF BASIC METAL.
3.	All types and sizes of plates	'e. Mild Steel – Flat Products' of (N) MANUFACTURER OF BASIC METAL.

4.	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
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**46A.10 Price Variation during Extended Period of Contract**

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

- a. In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 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 Standard 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 Standard General Conditions of Contract.

**47.0 Maintenance of works:-** The Contractor shall at all times during the progress and continuance of the works and also for the period of six (06) months maintenance specified in the Tender Form after the date of passing of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer be responsible for and effectively maintain and up holding good substantial, sound and perfect conditional land every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the contractor shall be liable for and shall pay and make good to the DFCCIL or other persons legally entitled there to whenever required by the Engineer so to do, all losses ,damages ,costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

**48.(1) Certificate of completion of works:-**As soon as in the opinion of the Engineer, the works has been completed and has satisfactorily passed an final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect, of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The Engineer may also issue such a certificate indicating date

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

- 48.(2) Contractor not absolved by completion Certificate:-**The Certificate of completion in respect of the works referred to in sub-clause(1) of this clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or fault which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost: and in case of default on the part of Contractor the Engineer may employ labour and materials or appoint an other Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent there on and incidental there to shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.
- 48.(3) Final Supplementary Agreement:** After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of Form-5A , the parties shall execute the Final Supplementary Agreement as per Form-5A.
- 49. Approval only by Maintenance Certificate:** No certificate other than Maintenance Certificate, if applicable, referred to in Clause 50 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.
- 50.(1) Maintenance Certificate:** The Contract shall not be considered as completed until a Maintenance Certificate, if applicable, shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the Certificate. The Certificate, inter alia, should mention that the work has been completed in all respects and that all the



contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

- 50.(2) Cessation of DFCCIL Liability:-**The DFCCIL shall not be liable to the Contractor for any matter arising out of or in connection with the contract of the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.
- 50.(3) Unfulfilled Obligations:-** Notwithstanding the issue of the Maintenance certificate the Contractor and (subject to sub-clause 2 of this clause) the DFCCIL shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations the contract shall be deemed to remain in force between the parties thereto.
- 51.(1) Final Payment:** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1) (i) to xv(B) of Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.
- 51.(2) Post Payment Audit:-**It is an agreed term of contract that the DFCCIL reserves to itself the right to carry out a post-payment audit and ortechanical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make acclaim on the contractor for the refund any excess amount paid to him if as a result of such examination any over- payment to him is discovered to have made in respect of any works done or alleged to have been done by him under the contract.

**51.A Production of vouchers etc. by the Contractor:-**

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

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

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

or in part from any sum found payable to any partner/limited company, as the case maybe whether in his individual capacity or otherwise.

**52A. Lien in respect of claims in Other Contracts:-**

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

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

**LABOUR**

**54.0 Wages to Labour:-** The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act,1948(hereinafter referred to as the "said Act" and the Rules made there under in respect of any employees directly

or through petty contractors or subcontractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract.

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

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the DFCCIL, such money shall be deemed to be moneys paid by it as aforesaid within seven days after the same shall have been demanded, the DFCCIL shall be entitled to recover the same for any moneys due or accruing to the Contractor under this or any other Contract with the DFCCIL.

**54A. Apprentices Act:-** The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time in respect of apprentices directly or through petty contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

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

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

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

- 55-A.(1)** The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- 55-A.(2)** The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.
- 55-A.(3)** The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub- contractors in connection with the said work, as if the labour had been immediately employed by him.
- 55-A.(4)** In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- 55-A.(5)** In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the DFCCIL is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the DFCCIL due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the DFCCIL shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The DFCCIL shall not be bound to contest any claim made against it under Sub-Section (1) Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the DFCCIL full security for all costs for which the DFCCIL might become liable in contesting such claim. The decision of the Chief General Manager regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.
- 55-B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:** The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.

- 55-C.** (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of Indian Railways Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration / updation in Portal shall be done as under:
- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
  - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
  - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
  - (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
  - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till Month, Year."

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

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

**56.0 Reporting of Accidents of Labour:** - The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub- contractor

employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall made every arrangements to render all possible assistance.

- 57.0 Provision of Workmen's Compensation Act:-** In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen's Compensation Act 1923, DFCCIL is obliged to pay compensation to a workman directly or through petty contractor or subcontractor employed by the Contractor in executing the work, DFCCIL will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of DFCCIL under Section 12 Sub-section (2) of the said Act, DFCCIL shall be at liberty to recover such amount or any part thereof by deducting it from the security depositor from any sum due by DFCCIL to the Contractor whether under these conditions or otherwise, DFCCIL shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to DFCCIL full security for all costs for which DFCCIL might become liable in consequence of contesting such claim.
- 57A. Provision of Mines Act:-** The contract or shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made there under in respect of all the persons directly or through the petty contractors or sub-contractors employed by him under this contract and shall indemnify the DFCCIL from and against any claims under the Mines Act, or the rules and regulations framed there under, by or on behalf of any persons employed by him or otherwise.
- 58.0 DFCCIL not to Provide Quarters for Contractors:** No quarters shall normally be provided by the DFCCIL for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the DFCCIL's discretion, recoveries shall be made at such rates as may be fixed by the DFCCIL for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.
- 59.(1) Labour Camps:-** The contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty contractors or sub-contractors and for temporary crèche (Bal-mandir) where 50 or more women are employed at a time. Suitable sites on DFCCIL land, if available, maybe allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the DFCCIL. All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.
- 59.(2) Compliance to rules for employment of labour:-** The contractor(s) shall conform to all laws, by-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.

- 59.(3) Preservation of Peace:** The Contractor shall take requisite precautions and use his best endeavors to
- (i) Prevent any riotous or unlawful behavior by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and Security of property in the neighborhood of the works. In the event of the Railway requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor.
- 59.(4) Sanitary arrangements:-**The contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative of the Medical staff of the DFCCIL. Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the DFCCIL and the cost therefore recovered from the contractor.
- 59.(5) Outbreak of infectious disease:-** The contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's representative on the advice of the DFCCIL. Should cholera, plague or other infectious disease breakout, the contractor shall burn the huts, beddings, clothes and other belonging so far used by the infected parties and promptly erect new huts on health sites as required by the engineer, failing which within the time specified in the Engineer's requisition, the work maybe done by the DFCCIL and the cost therefore recovered from the contractor.
- 59.(6) Deleted.**
- 59.(7) Medical facilities at site:** - The Contractor shall provide medical facilities at the site as maybe prescribed by the Engineer on the advice of the DFCCIL in relation to the strength of the Contractor's resident staff and workmen.
- 59.(8) Use of intoxicants:** - The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
- 59.(9) Restrictions On The Employment Of Retired Engineers Of Railway/DFCCIL Services Within one Year Of Their Retirement :** The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of DFCCIL and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract



and forfeit Earnest Money Deposits (EMD), Performance Guarantee (PG) and Security Deposits (SD) of that contract.

- 60.(1) Non-employment of labours below the age of 15:-** the Contractor shall not employ children below the age of 15 as labourers directly or through petty contractors or subcontractors for the execution of work.
- 60.(2) Medical Certificate of fitness for labour:-**It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Form No.15) granted to him by a certifying surgeon certifying that he is fit to work as an adult is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.
- 60.(3) Period of validity of medical fitness certificate: -** A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated there in. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
- 60.(4) Medical re-examination of labourer:** Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

#### **EXPLANATIONS:**

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

## **DETERMINATION OF CONTRACT**

- 61.(1) Right of DFCCIL of determine the contract:** - The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, In which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the DFCCIL of such determination and the reasons therefore shall be conclusive evidence thereof.
- 61.(2) Payment on determination of contract:** - Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.
- 61. (3)** The contractor shall have no claim to any payment of compensation or otherwise, how so ever on account of any profit or advantage which he might have derived from the execution of the working full but which he did not derive in consequence of determination of contract.

**62.(1) Determination of contract owing to default of contractor: -**

**If the Contractor should:**

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to execute the contract documents in terms of Clause 1.3.18 of Preamble and General instruction to the bidder.
- (x) Fails to submit the documents pertaining to identity of JV and PAN in terms of Clause 1.3.16.1 of Preamble and General instruction to the bidder.

- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the Conditions, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of the Conditions, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) Fail to adhere to the provisions of Clause 1.3.16 of Tender Form (Part-I, Chapter-III) or provision of above Clause 59(9).
- (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer Then and in any of the said Clause, the Engineer on behalf of the DFCCIL may serve the Contractor with a notice (Proforma at Form-16) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Form-17 or 17A, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Form-18 or 18A, as the case may be) should be issued.

**Note:** Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Form-16,17A & 18A), only in cases where progress of work is more than or equal to 80% of the original scope of work.

**62.(2) Right of DFCCIL after, rescission of contract owing to default of contractor:**

In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:

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

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

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

- (c) In the contract rescinded in part or parts,
  - (i) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.
  - (ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of GCC.
  - (iii) The defaulting Contractor shall not be issued any completion certificate for the contract.
  - (iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
  - (v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.
- (d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

## STATEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION RULES

- 63. Conciliation of Disputes:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief General Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief General Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.

The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

- 63.1 Matters finally determined by the DFCCIL**—All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Chief General Manager, DFCCIL and the Chief General Manager, DFCCIL shall within 120 days after receipt of the contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matter for which provision has been made in clauses 7(j), 8, 18, 22(5), 39, 43(2), 45(i)(a), 55, 55A(5), 57, 57A, 61(1), 61(2) and 62(1) of General Conditions of contract or in any clause (stated at excepted matter) of the General conditions of the contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the DFCCIL authority, thereon shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the arbitration clause.

### **64. (1) Demand for Arbitration:-**

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

- 64.(1)(ii)(a)** The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or setoff, given by the DFCCIL, shall be referred to arbitration and other matters shall not be included in the reference.
- 64.(1)(ii)(b)** The parties may waive off the applicability of the sub-section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such a waiver, in writing, after dispute having arisen between them, in the format given under Annexure-B of these conditions
- 64.(1)(iii)(a)** The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the DFCCIL.
- 64.(1)(iii)(b)** The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- 64.(1)(iii)(c)** The DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
- 64.(1)(iii)(d)** Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the DFCC where the cause of action arose or the Headquarters of the concerned DFCC or any other place with the written consent of both the parties.
- 64.(1)(iv)** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 64.(1)(v)** If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.
- 64.(2) Obligation During Pendency of Arbitration:**—Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the DFCCIL shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.
- 64.(3) Appointment of arbitrator**
- 64.(3)(a) Appointment of arbitrator where applicability of section 12(5) of Arbitration and Conciliation Act has been waived off:**

**64.(3)(a)(i)** In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway/DFCCIL not below Junior Administrative Grade, nominated by the Managing Director/DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by Managing Director/DFCCIL.

**64.(3)(a)(ii)** In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway/DFCCIL Officers not below Junior Administrative Grade or 2 Railway/DFCCIL Gazetted Officers not below Junior Administrative Grade and a retired Railway/DFCCIL Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the DFCCIL will send a panel of at least four (4) names of Gazetted Railway/DFCCIL Officers of one or more departments of the Railway/DFCCIL which may also include the name(s) of retired Railway/DFCCIL Officer(s) empanelled to work as Railway/DFCCIL Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the Managing Director/DFCCIL.

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

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

**64.(3)(b)** Appointment of Arbitrator where applicability of section 12 (5) of A&C Act has not been waived off:

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

Contractor will be asked to suggest to MD/DFCCIL at least 2 names out of the

panel for appointment as arbitrator within 30 days from the date of dispatch of the request by DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the arbitrator.

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

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

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

**64 (3)(c)(ii):**

- (a) The arbitrator Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without the delay. The proceedings shall normally be conducted on the basis of document and written statements.
- (b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute(s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal shall be provided to both the parties.



**64 (3)(c)(iii)(i) Qualification of Arbitrator(s)**

- (a) Serving Gazetted Railway/DFCCIL Officers of not below JA Grade level
- (b) Retired Railway officers/DFCCIL not below SA Grade level, three years after his date of retirement.
- (c) Age of arbitrator at the time of appointment shall be below 70 years.
- (ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.
- (iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a)(i), 64.(3)(a)(ii) & 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had the opportunity to deal with the matters to which the contract relates or who in the course of his/her duties as Railway/DFCCIL servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

**64 (3)(d)(i)** The arbitral award shall state item wise the sum and reasons upon which it is based .The analysis and reasons shall be detailed enough so that the award could be inferred there from.

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

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

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

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

**64.(6)** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by DFCCIL from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure-B to these condition after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the DFCCIL Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

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

**Annexure-B**

**Agreement towards Waiver under Section 12 (5) and Section 31-A(5) of**

**Arbitration and Conciliation (Amendment) Act**

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

*Brief of claim:*

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

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

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

*Signature of Claimant\_\_\_\_\_Signature of Respondent*

**Agreement under Section 31(5)**

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

*Signature of Claimant\_\_\_\_\_Signature of Respondent*

*\*Strike out whichever not applicable.*

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

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations)
4. **I do not have more than five on-going Arbitration cases with me.**
5. I hereby certify that I have retired from Railways w.e.f. and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under;

7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under;

8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

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

**PART – I**  
**Chapter-V**  
**SPECIAL CONDITIONS OF CONTRACT**

**Part-I**  
**Chapter-V**  
**SPECIAL CONDITIONS OF CONTRACT**

- 1.5.1** This Tender shall be governed by Preamble and General instructions to tenderers, General condition of Contract, Special conditions of contract, Technical Specifications, Additional Technical specifications (if any), Drawings, Forms, Annexures, etc.
- 1.5.2** If there are varying or conflicting provisions in the documents forming part of the contract, Engineer shall be deciding authority with regard to the intentions of the provision and decision of Engineer will be final and binding on the contractor.
- 1.5.3** **Scheme of work:** - Within a period of 30 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for execution of work and various documents enumerated in tender papers to the employer.
- 1.5.4** **Quality Assurance Plan for Substructure and foundation**
- All materials used in the work shall be of the best quality as per codes. Quality Assurance Plan shall include for materials used and for workmanship of work. The contractor shall submit Quality Assurance Plan for the substructure and foundation. The contractor shall also ensure that the Employer's prescribed Quality Assurance Standards are rigidly followed in for the construction of substructure and foundation. These are to be approved from the client / DFCCIL
- 1.5.5** **Expenses of Employer' Representative** – All the expenses of Engineer's representative shall be borne by the Employer whether the inspected material is finally utilised in work or not.
- 1.5.6** The decision of the Engineer shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.
- 1.5.7** This programme of the Contractor shall generally cover the followings: -
- 1.5.7.1** The organization to manage and implement the Quality Assurance programme.
- 1.5.7.2** The documentation control system:
- (i) Basic control system.
  - (ii) Adopted at manufacturer's work
  - (iii) Adopted at the Contractor Depot and work site.
- 1.5.7.3.** Procedure adopted for:
- (i) Source Inspection.

- (ii) Incoming raw material inspection.
- (iii) Verification of material purchased.

**1.5.7.4** Inspection and Test Procedure for:

- (i) Manufacture and quality control procedure.
- (ii) Field activity.

**1.5.7.5** System of handling and storage.

**1.5.7.6** System of quality audit.

**1.5.7.7** System of maintenance of records.

**1.5.7.8** For the purpose of obtaining 'On Account Payment', the Contractor shall submit along with the invoice, the documents indicated in the prescribed quality Assurance standards which should inter alia cover the following as may be applicable in each case.

- (i) Material test reports on raw materials used.
- (ii) Material type and routine test report on components specification.
- (iii) Inspection Plan with reports of the inspection Plan check points.
- (iv) Routine test report.
- (v) Factory test results as required under the specification.
- (vi) Quality audit report including test check report of Employer's representative if any.

**1.5.9 Work By Other Agencies**

- (a) Any other works undertaken at the same time by the Engineer direct or through some other agency at the same time or section where the contractor is carrying out his work will not entitle the contractor to prefer any claim regarding any delays or hindrances he may have to face on this account but the Employer shall grant a reasonable extension of time to the contractor. The contractor shall comply with any instruction which may be given to him by the Employer in order to permit simultaneous execution of his own works and those undertaken by other contractors or the DFCCIL without being entitled on this account on any extra charge.
- (b) The contractor shall not be entitled to any extra payment due to hindrance resulting from normal Railway operations, such as delay on account of adequate number of and duration of blocks not being granted, operational delay in movement of work trains extension of time to the contractor.

**1.5.10 Infringement of patents:**

- (a) The Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trade mark, except where these are specified by the Employer himself. Royalties where payable for the use

of such patented processes, registered drawings of patterns shall be borne exclusively by the Contractor. The contractor shall advise the Employer of any proprietary right that may exist on such processed drawings or patterns which he may use of his own accord.

- (b) In the case of patent taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings, or patents for which he holds a licence, the signing of the Contract automatically gives the Employer the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Employer, he shall be entitled to claim damages from the contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.
- (c) **Indemnification by contractor:-** In the event of any claim or demand being made or action being brought against the Employer for infringement of later patent in respect of any equipment, machine, plant, work or thing used or supplied by the Contractor under this contract or in respect of any methods of using or working by the Employer of such equipment machine, plant work or thing, the contractor shall indemnify the employer and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the Employer shall notify the contractor immediately any claim is made and that the contractor shall be at liberty, if he so desires with the assistance of the Employer if required but at the Contractor's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such equipment, machine, plant work or thing, shall be used by the Employer for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.

#### **1.5.11 Insurance:- (CAR policy)**

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

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

The contractor shall provide evidence to the employer / Engineer before commencement of work at site that the insurances required under the contract have been effected and shall within 60 days of the commencement date, provide the insurance policies to the Employer/Engineer, the contractor shall,

whenever, called upon, produce to the engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force.

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

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

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

If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the engineer in the insurance policies mentioned above, then in such cases, the engineer may effect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the premium/premiums paid by the engineer in this regard from the payment due to the Contractor or from the contractor's Performance security. However, the Contractor shall not be absolved from his responsibility and /or liability in this regard.

**1.5.12 Accident:-**

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



- (d) The contractor shall be responsible for all repairs and rectification of damages to completed works or works under execution due to Railway /DFCCIL accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installation are provisionally handed over to the employer.

**1.5.13 Safety Measures:-**

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

**1.5.14 Guarantee / Defect Liability Period:-**

- (a) The Contractor shall guarantee that all the works executed under this contract

shall be free from all defects and faults in material, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations, **for a period of 6 months from the date of taking over by the Employer**

- (b) During the period of guarantee the Contractor shall keep available an experienced engineer / man power to attend to any defective works / installations resulting from defective erection and/or defect in the installation supplied by the Contractor. This engineer shall not attend to rectification of defects which arise out of normal wear and tear and come within the purview of routine maintenance work. The contractor shall bear the cost of modifications, additions or substitutions that may be considered necessary due to faulty materials or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Engineer his successor(s)/Nominee.
- (c) During the period of Guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the executed work whether such parts / structural elements of his own manufacture or those of his sub-contractor / supplier whether arising from faulty materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of parts of executed work detected during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Employer at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Employer.
- (d) If it becomes necessary for the Contractor to replace or renew any defective portion of the structural elements until the expiration of six month from the date of such replacement or renewal or until the end of the above mentioned period whichever is later.

Such extension shall not apply in case of defects of a minor nature, the decision of the Chief General Manager or his successor/nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period the Employer may proceed to do work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the Employer may have against the Contractor in respect of such defects or faults.

- (e) The repaired or renewal parts structure shall be delivered / supplied and erected / executed on site free of charge to the employer.
- (f) Any materials, fittings, components or equipments / structure supplied under items for supplying / providing and fixing in schedule shall also be covered by the provisions of this paragraph. The liability of the Contractor under the guarantee will be limited to re-supply of components / structure installation and fittings.

**1.5.15 Final Acceptance:-**

- (a) The final acceptance of the entire work executed shall take effect from the date of expiry of the period of guarantee / Defect Liability period as defined in paragraph 1.5.14 above of the expiry of the last of the respective periods of guarantee of various Signal buildings, provided in any case that the Contractor has complied fully with his obligations under clause 1.5.14 in respect of each Signal buildings, provided also that the attention has been paid by way of maintenance by the Employer.
- (b) If on the other hand the contractor has not so complied with his obligation under Para 1.5.14 above in respect of any work, the Employer may either extend the period of guarantee in respect of that work until the necessary works are carried out by the Contractor or carry out those works or got them carried out suo moto on behalf of the Contractor at the Contractor's expenses. After expiry of the period of guarantee for each work, a certificate of final acceptance for the section shall be issued by the Employer and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Employer.
- (c) The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.

Notwithstanding the issue of final acceptance certificate the Contractor and the Employer (subject to sub-clause as above) shall remain liable for fulfilment of any obligation incurred under the provision of the contract prior to the issue of final acceptance certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

**1.5.16 Payment:-**

Payment will be governed by the terms specified in General condition of contract and in accordance with accepted schedule of prices, read with relevant para of the other parts and Chapters of the Tender Papers. The employer retains the right to withhold money due to the contractor arising out of this contract for any default of the contractor.

- (i) The Contractor shall, whenever required, produce or cause to be produced for examination by the Employer any quotation / invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in anyway relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this Contract (the decision of the employer on the question of

relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required, to prove to the Employer that materials supplied by him are in accordance with the specifications laid down in the contract.

- (ii) If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the Employer shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection. The Contractor should seek prior permission from the employer for subletting whole and/or part of the work to any sub-contractor.
- (iii) The obligations imposed by sub-clause (i) and (ii) above are without prejudice to the obligation of the Contractor under any statute, rules or order binding to the Contractor or other conditions of the contract.
- (iv) It is an agreed term of the contract that the employer reserves the right to carry out post-payment Audit and/or technical examination of the works and the final bill, including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him if as a result of such examination any over payment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.

**1.5.17** All payments in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS) / National Electronic Funds Transfer (NEFT/RTGS). The successful tenderer on award of contract must submit ECS/NEFT/RTGS Mandate Form complete in all respects as detailed at Form No. 8 of the tender document. However, if the facility of ECS/NEFT/RTGS is not available at a particular location, the payments shall be made by cheque.

**1.5.18 Arbitration: - Refer to clause 63 of GCC.**

**1.5.19 Integrity Pact:-**

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

A copy of pre contract integrity pact is enclosed as form no. 20 for signature of bidder as acceptance.

**1.5.20 Mobilization advance: Not applicable.**

**PART- II**  
**CHAPTER- I**  
**Technical Specifications of contract**

## TECHNICAL CONDITIONS RELATING TO SITE DATA AND SPECIFICATIONS

**1.0 Construction of balance work of Auto location hut (20nos.) & Relay hut (08nos.) buildings for signal & telecom equipments at different location between Rooma and SUJATPUR Stations in PRAYAGRAJ - KANPUR Section on DFCCIL Route in connection with DFCCIL railway Track.**

2.0 Scope of work is as per the requirements given in the bid document but not limited to:

- (a) Construction of Signal building room as per approved drawings.
- (b) Construction of Drains, Earth filling & Main hole arrangement as per approved drawings.
- (c) Construction of Fencing, cable duct as per approved drawings.
- (d) Other miscellaneous works

**3.0 Location of work**

Works are to be executed between Sujatpur to Rooma Stations in Prayagraj - Kanpur section on DFCCIL Route in the jurisdiction of CGM/PRYJ/(W)/DFCCIL. DFCCIL reserves right to change the site of work anywhere in adjacent/adjoining area of the in the jurisdiction of CGM/Prayagraj/West and the contractor shall be bound to execute the work without any extra cost.

**3.1 Special Condition Attached In Following Order**

- (A) Special Condition Part-II (General Civil work).
- (B) Technical conditions relating to site data and specification.

**4.0 Specifications and Plans**

4.1 The work shall be executed as per DSR 2018 of CPWD, CPWD Specifications 2019 Vol- I & II updated with correction slips issued upto date of inviting tender or as otherwise specified in the tender document and IS codes.

4.2 Some of the relevant IS codes are mentioned as under (with up to date correction slips).

- (i) IS code of practice for plan and reinforcement concrete for general building construction (IS: 456-1978).
- (ii) IS code for use of structure steel in general building construction (IS: 800-1984).
- (iii) IS code of practice for electric welding of mild steel IS 823-1964, IS: 6227-1971.
- (iv) IS code of practice for structure safety of building loading standard (Revised IS: 875-1969).
- (v) IS specification of practice for structural safety of building foundations IS: 1905-1980.
- (vi) IS code of practice for structural safety of building foundations IS: 1964-1966.
- (vii) Criteria for earthquake resistant design of structures.
- (viii) Building Digest No. 56.
- (ix) IS code of practice for bending and fixing of bars for concrete reinforcement IS: 2502.

- 4.3 Latest edition and up to date correction slip in all the above relevant codes will be applicable so far as this work is concerned.
- 4.4 In case of difference between the provision of codes such as above and any discrepancy in the interpretation of codal provision, decision of the Chief general manager/DFCCIL/ PRAYAGRAJ /West would be treated as final and will be binding upon the contractor.
- 4.5 **Applicable Codes, Standards & Publications for Structural & Architectural Work:**
- 4.6 The design and construction will be done in terms of IRS, IRC and IS Specifications.
- The specifications mentioned herein in bid documents shall be prime governing.
  - Where there is conflict between IRS & IS Specifications, IRS Specifications shall prevail.
  - Where there is no provision of specification in IRS, the IRC conditions shall be referred to and followed.
  - For items not covered in IRS/IRC Specifications, BS-54000 part 1 to 10 may be followed.
  - The decision of Chief general manager/DFCCIL/ PRAYAGRAJ/West of the Project shall be final and binding in the interpretation of the clause of the codes of practice and specifications under the Special Conditions regarding site Data and Specifications of this tender and no claim whatsoever shall be entertained on this account by DFCCIL

Any difference of opinion between site engineer and contractor shall be referred to Engineer-in-charge of work. The appeal against Engineer-in-charge shall be with Chief General Manager/DFCCIL/ PRAYAGRAJ/West whose decision shall be final. Items under this scope shall be deemed to be Excepted Matters.

Apart from the basic data, specifications etc. all items of works shall be governed by the following codes as revised/correct/amended up to the time of submission of the tenders/negotiated cost for acceptance.

The more important Codes, Standards and Publications to Contract are listed hereunder:

<b>A</b>	<b>General</b>
IS:875 (Part 3)	Code of practice for design loads (other than earthquake) for buildings and structures
IS:1322	Bitumen felts for water proofing and damp-proofing
IS:1893	Criteria for earthquake resistant design of structures
IS:2572	Code of Practice for construction of hollow concrete block masonry
IS:3414	Code of practice for design and installation of joints in buildings
IS:6408 (Parts 1,2)	Recommendations for modular co-ordination in building industry – tolerances
IS:10958	General check list of functions of joints in building

IS:11817	Classification of joints in buildings for accommodation of dimensional deviations during construction
IS:11818	Method of test for laboratory determination of air permeability of joints in buildings
IS: 12440	Pre-cast concrete stone masonry blocks
CPWD	Specifications 96.
BS: 476 (Part 7)	Method for classification of the surface spread of flame of products
BS: 476 (Part 20)	Method of determination of the fire resistance of elements of construction (general principles)
BS: 476 (Part 22)	Methods for determination of the fire resistance of non-load bearing elements of construction
BS: 5215	Specification for one-part gun grade polysulphide-based sealants
BS: 5606	Guide to accuracy in building
BS: 6093	Code of practice for the design of joints and jointing in building construction
BS: 8200	Code of practice for the design of non-load bearing external vertical enclosure of building
ASTM C 332	Specification for light weight aggregate for insulating concrete
SP 7	National Building Code of India
SP 23 (S&T)	Hand Book on Concrete Mixes
<b>B</b>	<b>Building Construction Practices</b>
IS: 1838 Parts I and II	Specifications for preformed fillers for expansion joint in concrete pavements and structures.
IS: 1946	Code of Practice for use of fixing devices in walls, ceilings, and floors of solid construction.
IS: 6509	Code of Practice for installation of joints in concrete pavements.
IS: 11134	Code of Practice for setting out of buildings.
IS: 11433	Parts I and II. Specifications for one part Gun grade polysulphide based joint sealant.
IS: 12200	Code of Practice for provision of water stops at transverse contraction joints in masonry and concrete dams
IS: 4130	Demolition of Buildings-Code of safety (2 <sup>nd</sup> Session)
<b>C</b>	<b>Cement</b>
IS: 269	33 grade ordinary Portland cement
IS: 455	Portland Slag Cement
IS: 650	Specification for standard sand for testing cement.
IS: 1489 (Part 1)	Portland pozzolana cement: Flyash based
IS: 1489 (Part 2)	Portland pozzolana cement: Calcined clay based
IS: 3535	Method of Sampling Hydraulic Cements
IS: 4031	(Parts 1 to 13) Methods of physical tests for hydraulic cement.
IS: 4032	Method of chemical analysis of hydraulic cement.
IS: 6925	Methods of test for determination of water soluble chlorides in concrete admixtures.
IS: 8042	White Portland Cement
IS: 8112	Specification for 43 grade ordinary Portland cement.
IS: 12269	Specification for 53 grade ordinary Portland cement.
IS: 12330	Specification for sulphate resistant Portland cement.
<b>D</b>	<b>Concrete</b>
IS: 456	Code of practice for plain and reinforced concrete.



IS: 457	Code of practice for general construction of plain and reinforced concrete for dams and other massive structures.
IS: 460 (Parts I to III)	Specification for Test Sieves
IS: 516	Methods of test for strength of concrete.
IS: 1199	Methods of sampling & analysis of concrete.
IS: 1200	Method of measurement of building and civil engineering
IS: 1343	Code of practice for pre-stressed concrete
IS: 1607	Method of Test Sieving
IS: 2386	Parts I-VIII. Methods of tests for aggregates for concrete.
IS: 2430	Methods of Sampling of Aggregates of Concrete
IS: 2438	Specification for roller pan mixer
IS: 2514	Specification for concrete vibrating tables
IS: 2571	Code of practice for laying in-situ cement concrete flooring
IS: 2645	Specifications for integral cement water proofing compounds
IS: 2722	Specifications for portable swing batchers for concrete (double bucket type)
IS: 2770	Methods of testing bond in reinforced concrete part I pull out test
IS: 3025	Methods of sampling and test (physical and chemical) for water & waste water
IS: 3370	Code of practice for concrete structures for storage of liquids
IS: 3935	Code of practice for composite construction
IS: 4326	Code of practice for earthquake resistant construction of building
IS: 6925	Methods of test for determination of water soluble chlorides in concrete Admixtures
IS: 7242	Specifications for concrete spreaders
IS: 7251	Specifications for concrete finishers
IS: 7861	Parts I & II. Code of practice for extreme weather concreting.
IS: 7969	Safety code for handling and storage of building materials
IS: 8989	Safety code for erection of concrete framed structures
IS: 8142	Methods of test for determining setting time of concrete by penetration resistance
IS: 9103	Specifications for admixtures for concrete
IS: 9013	Method of making, curing and determining compressive strengths of accelerated cured concrete test specimens
IS: 9284	Method of test for abrasion resistance of concrete
IS: 10262	Recommended guidelines for concrete mix design.
MOSTIRC	Specifications for Road and Bridge Works, Ministry of Surface Transport (Roads Wing)
IRS	Concrete Bridge Code
IRC 21-1987	Standard Specifications and Code of Practice for Road Bridges Section III – Cement Concrete (Plain & Reinforced)(First Revision)
ASTM - C - 94	Ready Mix Concrete
<b>E</b>	<b>Construction Plant and Machinery</b>
IS: 1791	Specification for batch type concrete mixers.
IS: 2505	General requirements for concrete vibrators: Immersion type.
IS: 2506	General requirements for screed board concrete vibrators.
IS: 3366	Specification for pan vibrators.

IS: 3558	Code of Practice for use of immersion vibrators for consolidating concrete.
IS: 4656	Specifications for form vibrators for concrete.
IS: 4925	Specification for concrete batching and mixing plant.
IS: 11993	Code of Practice for use of screed board concrete vibrators.
<b>F</b>	<b>Formwork</b>
IS: 4990	Specifications for plywood for concrete shuttering work.
IRC: 87	Guidelines for the design and erection of false work for road bridges.
IS: 806	Code of practice for use of steel tubes in general building construction.
IS: 1161	Specification of steel tubes for structural purposes.
IS: 1239	Specification for mild steel tubes. Tubulars and other wrought steel fittings.
<b>G</b>	<b>Handling and Storage</b>
IS: 4082	Recommendation of Stacking and Storage of construction materials
IS: 8348	Code of practice for stacking and packing of stone slabs for transportation
<b>H</b>	<b>Instruments For Testing Cement and Concrete</b>
IS: 5513	Specification for vicat apparatus.
IS: 5514	Specification for apparatus used in Le-Chatelier test.
IS: 5515	Specification for compaction factor apparatus.
IS: 7320	Specification for concrete slump test apparatus.
IS: 7325	Specification for apparatus to determine constituents of fresh concrete.
IS: 10080	Specification for vibration machine.
IS: 10086	Specification for moulds for use in tests of cement and concrete.
IS: 10510	Specification for vee-bee consistometer.
<b>I</b>	<b>Paints and Coatings</b>
IS: 102	Ready mixed paint, brushing, red lead, non-setting, priming
IS: 109	Ready mixed paint, brushing, priming, plaster, to Indian Standard Colour No. 361 and 631 white and off white.
IS: 347	Varnish, shellac, for general purpose.
IS: 2074	Ready mixed paint, air drying, red oxide-zinc chrome, priming
BS: 6496	Specification for powder organic coatings for application and stoving to aluminium alloy extrusions, sheet and preformed sections for external architectural purposes, and for the finish on aluminium alloy extrusions, sheet and preformed sections coated with powder organic coatings
BS: EN: 10152	Specification for electrolytically zinc coated cold rolled steel flat products. Technical delivery conditions
ASTM A 164-71	Specification for electrodeposited coatings of zinc on steel
<b>J</b>	<b>Pigment for Cement</b>
BS: 1014	Specification for pigments for Portland cement and Portland cement products
<b>K</b>	<b>Reinforcement &amp; Structural Steel</b>
IS: 280	Mild steel wire for general engineering purposes
IS: 432	Part I. Mild steel and medium tensile steel bars. Part II Hard drawn steel wire.
IS: 814	Parts I & II. Electrodes for metal arc welding of structural steel.

IS: 815	Classification coding of covered electrodes for metal arc welding of structural steels
IS: 816	Code of Practice for use of metal arc welding for general construction in mild steel.
IS: 1566	(Part I) Specifications for hard-drawn steel wire fabric for concrete reinforcement.
IS: 1786	Specification for high strength deformed steel bars and wires for concrete reinforcement.
IS: 2502	Code of Practice for bending and fixing of bars for concrete reinforcement.
IS: 2629	Recommended practice for hot-dip galvanising of iron and steel.
IS: 2751	Code of Practice for welding of mild steel plain and deformed bars for reinforced concrete construction.
IS: 4759	Hot-dip zinc coating on structural steel and other allied products.
IS: 5525	Recommendations for detailing of reinforcement in reinforced concrete works
IS: 9417	Recommendations for welding cold-worked steel bars for reinforced concrete construction.
IS: 14268	Uncoated stress relieved low relaxation steel class 2 for Pre-stressed concrete
IS: 226	Structural steel (Standard Quality)
IS: 800	Code of practice for use of structural steel in general building construction.
IS: 813	Scheme of symbols for welding.
IS: 814	Covered electrodes for metal arc welding of structural steel. (Part I & Part II)
IS: 816	Code of practice for use of metal arc welding for general construction in mild steel.
IS: 822	Code of practice for inspection of welds.
IS: 961	Structural steel (High Tensile)
IS: 1024	Code of practice for use of welding in bridges and structures subject to dynamic loading.
IS: 1161	Steel tubes for structural purposes.
IS: 1182	Recommended practice for radiographic examination of fusion welded butt joints in steel plates.
IS: 2062	Structural steel (Fusion welding quality)
IS: 3757	Specification for high tensile friction grip bolts.
IS: 5624	Specification for foundation bolts.
IS: 3600	Code of practice for testing of fusion welded (Part I) joints and weld metal in steel.
IS: 4923	Hollow steel sections for structural use.
IS: 6227	Code of practice for use of metal arc welding in tubular structure.
IS: 801	Code of practice for use of cold-formed light gauge steel structural members in general building construction.
IS: 811	Specifications for cold-formed light gauge structural steel sections.
<b>L</b>	<b>Sand</b>
IS: 383	Coarse and fine aggregates from natural sources for concrete.
<b>M</b>	<b>Scaffolding</b>
IS: 2750	Specification for steel scaffoldings

IS: 3696 (Part 1)	Safety Code of scaffolds and ladders: Scaffolds
IS: 3696 (Part 2)	Safety Code of scaffolds and ladders: Ladders
IS: 4014 (Part 1)	Code of practice for steel tubular scaffolding: Definition and materials
IS: 4014 (Part 2)	Code of practice for steel tubular scaffolding: Safety regulations for scaffolding
<b>N</b>	<b>Sealants</b>
IS: 10959	Glossary of terms for sealants for building purposes
IS: 11433 (Part 1)	One part grade polysulphide base joint sealant: General requirements
IS: 11433 (Part 2)	One part grade polysulphide base joint sealant: Methods of test
IS: 13055	Methods of sampling and test for anaerobic adhesives and sealants
BS: 5889	Specification for one-part gun grade silicone-based sealants.
<b>O</b>	<b>Wood</b>
IS: 303	Plywood for General Purposes
IS: 2202 (Part 1)	Wooden flush door shutters (solid core type): Plywood face panels
IS: 2202 (Part 2)	Wooden flush door shutters (solid core (type): Particle face panels and hardboard face panels

## 5.0 Form work

- 5.1 Form work shall be of new steel plates fixed on the angle iron frame of adequate thickness unless otherwise directed by the Engineer-in-charge. It should be watertight sufficiently strong and rigid to resist forces caused by vibration and incidental loads associated with it and keep the form rigid.
- 5.2 If the work is to be executed in close proximity of running track, the shuttering should be so planned so as not to infringe with schedule of minimum moving dimensions Shuttering should be of self-supporting nature and no centering or propping will be permitted on the running track side.
- 5.3 Work shall be executed without disturbing the existing position of running track as shown in plan and entire work should be planned accordingly.
- 5.4 At any stage of work during or after placing the concrete in the structure if the form work is found defective, such concrete shall be removed and work redone with fresh concrete and with adequate rigid form works at the cost of the contractor. The props for the centering wherever permitted shall be supported by the double wedges in order to facilitate causing & removal of the shuttering without jarring. Centering and shuttering should be carefully released in order to prevent the loading being instantly transferred to concrete. The period that shall lapse after the last pour of concrete for easing removal of centering and shuttering shall be fixed by the Engineer-in-charge and will be binding on the contractor/s.
- 5.5 It may be necessary to make provision for holes/grooves in the form work to house the various services and drainage arrangement and for any projecting bars for which neither any extra payment shall be made to the contractor/s for making these provisions nor any deduction shall be made on a/c of any saving in RCC work due to these provision.

- 5.6 Wherever chamfer or rounded corners are mentioned in the drawing, form work should be such that no chiseling/cutting of CC/RCC is required to obtain requisite profile.
- 5.7 The surface of the form works shall be clean, smooth and free of cement mortar etc.
- 5.8 The contractor shall give the Engineer/his representative due notice before placing any concrete in the forms to carryout inspection of the forms as to their strength, alignment and general fitness but such inspection shall not relieve the contractor of his responsibility for safety of works, men, machinery, materials and for result obtained.

## **6.0 Removal of Form Work**

- 6.1 The Engineer-in-Charge shall be informed in advance by the contractor of his intention to strike any form work.
- 6.2 While fixing the time for removal of form work, due consideration shall be given to the local conditions, character of the structure, the weather and the other conditions that influence the setting of concrete and of the material used in the mix.
- 6.3 The period shall be suitably increased in case of temperature lower than 5 degree Celsius and for any other conditions tending to delay the setting of concrete.
- 6.4 These field operations are controlled by strength tests of concrete, the removal of the load supporting arrangements of soffit may commence when concrete has attained strength equal to twice the stress to which the concrete will be subject to, at the time of striking props including the effect of any further additions of loads. When field operations are not controlled by strength test of the concrete the vertical forms of beam columns & walls may be removed as per orders of the Engineer-in-charge or his representative.
- 6.5 All form work shall be removed without causing any damage to the concrete. Centering shall be gradually and uniformly lowered in such a manner as to avoid any shock or vibrations. Supports shall be removed in such a manner as to permit concrete to take stress due to its own weight uniformly and gradually. Where internal metal ties are permitted, their removable parts shall be extracted without causing any damage to the concrete and the remaining holes filled with mortar. No permanently embedded metal parts shall have less than 40 mm cover to the finished concrete surfaces. Where it is intended to re-use released formwork, it shall be cleaned and make good to the satisfaction of Engineer-in-charge or his representative.

## **7.0 Reinforcement**

- 7.1 **SPECIFICATION AND MANUFACTURES FOR REINFORCEMENT STEEL FOR RCC WORKS.**

- 7.1.1 Regarding supply and use of TMT reinforcement steel bars for RCC works and structural steel, following guide lines are being issued to incorporate in relevant tender documents with immediate effect.

“All reinforcement steel (TMT Bars) and structural steel shall be procured as per specifications mentioned in BIS’s documents-IS: 1786 and IS: 2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the material procured conform to the specifications.

These steel shall be procured only from those firms, which are Established, Reliable, Indigenous & Primary producers of steel, having integrated steel plants (ISP), using Iron ore as the basic raw material and having in-house iron rolling facilities, followed by production of liquid steel and crude steel, as per Ministry of steel’s guidelines **such as SAIL/TATA STEEL/RINL. However, in case steel from these firms is not available at a particular time, Engineer in charge can permit supply from reputed firms for supply of TMT Reinforcement steel bars.**

- 7.2 Payment for the Steel reinforcement shall be made on the basis of standard unit weights per metre to the extent actually consumed on the work as per approved drawings and **nothing extra will be paid for unauthorised over laps** and wastage of Steel involved in cutting the bars to their required sizes. **Nothing extra will be payable for over-weight Steel and no deduction will be made for underweight Steel** within the limit of tolerances permitted as per IS: 1786 - 1985.
- 7.3 Steel having unit weights per meter not falling within the tolerances specified in above IS code shall not be accepted.
- 7.4 It shall be the responsibility of the contractor to clean the reinforcement bars with gunny bags, if they are coated with light rust or other impurities. No extra payment will be made on this account.
- 7.5 Welding of reinforcement will not be permitted except in special circumstances under the written approval of Engineer in charge.
- 7.6 Binding wire of approved quality shall be arranged by the contractor himself at his own cost and *Rates for RCC work shall include cost* of this item of work.
- 7.7 Nothing extra will be paid for unauthorized overlaps and wastage of steel involved in cutting of the bars to their required sizes and only tested steel shall be used.
- 7.8 Pre-cast CC blocks of suitable size and shape of same mix and strength as of structure with binding wires fixed in while casting shall be provided by the contractor to maintain required concrete cover as per plans and directions of the Engineer-in-charge without any extra payment to the contractor in case of cast in-situ pile in foundation. Such blocks may be circular in shape with suitable diameter in centre to pass through the reinforcement.

## **8.0 MATERIAL**

The design mix concrete of strength as indicated as per approved drawings shall be used for sub-structure and super-structure. The contractor will submit design mix along with the calculations to the Engineer. **The design mix will have to be got approved from the Engineer before use in the construction.**

## **9.0 CEMENT**

9.1 Ordinary Portland cement grade-43 conforming to IS-8112/1989 or high strength ordinary Portland cement grade-53 conforming to relevant IS code IS-12269/1987 capable of achieving the required design concrete strength shall normally be used. In case Pozzolana Portland Cement is used, specific approval of Engineer-in-charge shall be taken in advance and necessary precautions regarding formwork, curing etc.

9.2 To improve the workability of concrete and cement grout admixtures conforming to IS-6925 and IS-9103 could be permitted subject to satisfactory proven use. Admixtures generating hydrogen, nitrogen, chlorides etc. shall not be used.

## **10.0 FINE AND COARSE AGGREGATE**

10.1 Fine and coarse aggregate for all types of concrete work shall conform to I.S-383 (Latest Edition).

10.2 In addition to the routine tests, special tests of material will be carried out whenever required by the Engineer. The cost of the special tests will be borne by the contractor. Necessary facilities in the form of moulds, cones, scales, materials labour for casting, curing, specimens and such other facilities as per requisite in any standard concrete tests will be in any cases be afforded by the contractor free of cost. Cement for the tests shall be arranged by the contractor at his own cost and no payment shall be made for this.

## **11.0 WATER**

11.1 The contractor shall be responsible for the arrangements of water necessary for the works at his own cost and rates quoted shall also include the cost of water or any other arrangements required to be made for procuring water and leading/transporting and carrying water to the site of the work irrespective of the distance from the source of water. The water shall, however, conform to I.S-456.

11.2 Water shall be tested before starting the work or whenever the quality or source of water changes and testing is required by the Engineer, water shall be tested for its chemical and other impurities to ascertain its suitable for use in concrete and other structural works as per codal provisions.

## **12.0 TESTING OF MATERIALS**

The contractor shall at his own cost arrange and carry out the following tests of materials to be used in the work. The tests shall be carried out in Laboratories approved by the Engineer In-Charge.

### **13.0 STEEL:**

13.1 Steel shall be procured and tested as per Para 7.0 above.

13.2 DFCCIL will also take samples during the course of work and get the steel tested to ascertain their conformity to the relevant IS specifications at the contractor's cost before a particular lot is to be used. Frequency of testing shall be as prescribed by the relevant IS Code.

### **13.3 INSPECTION AND TESTING:**

Every bar shall be inspected before assembling on the works and any defective, brittle, excessively rusted or burnt bars shall be removed. Cracked ends of bars shall be cut out.

No work shall be commenced without the Engineer's approval of bar bending schedule.

Reinforcement steel shall be tested as per Para 7.0 above.

### **13.4 BAR BENDING AND BAR BENDING SCHEDULE:**

All bars will be carefully and accurately bent by approved means in accordance with IS: 2502, and relevant drawings. It shall be ensured that depth of crank is correct as per the bar cutting and bending schedule. Bent bars are not straightened for use in any manner that will injure the material.

Prior to starting bar bending work, the Contractor shall prepare bar bending schedule from the structural drawings supplied to him and get the same approved by Engineer. Any discrepancies and inaccuracies found by the Contractor in the drawings shall be immediately reported to the Engineer whose interpretation and decision there to, shall be accepted.

## **14.0 CEMENT:**

14.1 Quality test certificate for cement as per IS-4031 Code shall be furnished by the contractor before use of cement supplied.

14.2 DFCCIL may also take samples during the course of execution of works and get the cement tested to ascertain its conformity to the relevant IS specifications at contractor's cost before particular lot is put to use. Frequency of testing shall be as prescribed by the relevant IS Code. Following tests shall be carried out:-

- i) Fineness



- ii) Compressive strength
- iii) Initial and final setting time
- iv) Soundness

## **15.0 COARSE AGGREGATE**

- 15.1** Course Aggregate shall conform to latest IS-383 for grading, strength and other properties. Where required by the Engineer, course aggregate shall be tested for the following tests in accordance with the procedure in the latest IS-383 sieve analysis.
- 15.2 Determination of Clay, fine silt and fine dust in aggregates, strength of test cubes organic impurities.

## **16.0 SOUNDNESS OF AGGREGATES**

- 16.1 For concrete, coarse and fine aggregates shall pass test specific in IS: 2386 (Part-V)-1963.

## **17.0 QUALITY CONTROL:**

- 17.1 The contractor shall arrange to maintain the quality of the work during the operation of construction and shall ensure that the same is maintained as laid down in the specification for road and bridge works of the Ministry of Surface Transport (Road Wing) Govt. of India or as per satisfaction of the Engineer-in-charge.
- 17.2 The permissible variation from the specified value shall also conform to these specifications. It shall be sole responsibility of the contractor to arrange for quality control test during the construction as per specification. The Engineer-in-charge shall be empowered to get the quality control tests done through other agency if required, the cost of which shall be borne by the contractor.

## **18.0 FINISHING**

- 18.1 No plastering shall be done over the exposed surface of RCC work, special care should be taken in centering and shuttering and casting to ensure good finish, wherever necessary.
- 18.2 Rendering in 1:3 (1 cement: 3 coarse sand) shall be done to the satisfaction of Engineer-In-Charge. Nozzle and form vibrators are to be used for RCC work.

## **19.0 SETTING UP FIELD LABORATORY BY CONTRACTOR**

- 19.1 The contractor shall set up a field laboratory his own at work site which should be open for use and inspection by the DFCCIL at any times. The laboratory shall be equipped with necessary equipments to carry out the various tests such as sieve analysis, compression tests on cubes, slump tests, workability test etc. on aggregate, cement, water and concrete required for acquiring the required quality and standard conforming to codal provisions and Special specifications.

- 19.2 All the pressure gauges, machines, equipments and other measuring the testing equipments of the laboratory shall be got checked/calibrated regularly as directed by the Engineer and the necessary certificates produced to the Engineer.
- 19.3 The Contractor shall render all reasonable assistance and help in making the checks and tests. All the equipments, machinery etc. shall be kept in good working conditions.
- 19.4 Cost of setting up the laboratory, equipping the same, maintaining, conducting all tests on materials and cubes shall be borne by the contractor.

## **20.0 CONCRETING**

- 20.1 Detailed QAP shall be submitted before starting the work of concreting. The concrete shall be mixed properly in mechanical mixer and shall be of proper consistency. The proper consistency shall be determined by Engineer-In charge through tests that shall be carried out by the contractor/s. The Concreting shall be commenced only after the Engineer-in charge has inspected the shuttering, the placement of reinforcement and passed the same. Cost of concrete moulds and other test shall be borne by the contractor/s.
- 20.2 The concrete shall be compacted immediately after placing by means of mechanical vibrator of approved quality.
- 20.3 The mixing time of concrete in mixer will be decided by the Engineer, depending upon the type of work and strength of concrete.
- 20.4 The contractor shall make adequate arrangements for casting of necessary numbers of cubes and cure and finish them as per direction of Engineer.
- 20.5 The contractor shall establish laboratory in field and provide the necessary equipments to carryout all preliminary test and working out the grading and proportioning of aggregate, assessing the moisture content, casting and testing of cubes etc., in order to obtain and maintain uniform quality of work confirming to codal practices.
- 20.6 The exposed surface of plain / R.C.C work shall be rubbed with Carborandum stone and rendered smooth if necessary with cement to leave surface smooth and even. Nothing extra will be paid on this account. Cement for the same will be arranged by the contractor/s at his own cost and no payment shall made.
- 20.7 The controlled concrete ingredients should be weigh batched in approved type weigh- batcher.
- 20.8 In case of difficulty is experienced in placing the concrete of specified mix and approved consistency between and below the reinforcement bars in the bottom of beams and similar structural members, the bars shall be embedded in concrete of improved workability by increasing the proportion of cement by an

approved amount and as using aggregates of approved smaller size than specified, for which nothing extra shall be paid.

- 20.9 The contractor shall use plasticizers of approved quality to improve the workability of cement concrete, if so called for by the Engineer-In-Charge for such sections of the RCC which are very slim/ thin and where adequate space is not available for vibrating the concrete so as to improve its workability.
- 20.10 The slump of the approved trial mix shall be measured and this slump shall not be exceeded throughout all the batches of concrete made from the same materials mixed in the same proportion as the trial mixes and used in those parts of the work as instructed.

## **21.0 CONCRETE WORK-COLD JOINTS**

### **21.1 Location of construction joints-**

- (i) Due attention should be paid to the location and treatment of cold joints in concrete structure. Construction joints should be provided at locations shown in the drawings only.
- (ii) The location of the construction joints on the drawings shall be in non-aggressive zone. They will not be located in the zone where shear and/or bending moment is maximum. If any additional joint is considered essential, it should be approved by the Chief general manager/DFCCIL/ PRAYAGRAJ/West taking the reduction in the strength due to presence of cold joints in to consideration.
- (iii) The joint shall be so located that these are easily accessible for concreting and required treatment. Such location may be where the cross section is relatively small and/or reinforcement is not congested.
- (iv) Beam and slab construction joints shall not be located near the supports. There shall be no construction joint between slab and rib in composite beam construction.

### **21.2 Preparation of the surface of the joint**

- i) When the concrete has hardened, it shall be treated by wire brush to remove the laitance so as to have undulation of 6 mm. It shall be done without dislodging the coarse aggregates from the concrete mass.
- ii) The reinforcement shall be cleaned of all loose mortars. If there is likely to be some delay in the placement of the next mass of concrete, the reinforcement needs to be protected against rusting.
- iii) The reinforcement and the concrete, which has hardened, will be cleaned off of the rust, loose mortar or other contamination. These shall be cleaned with high-pressure water jet followed by drying with air jet before the fresh concrete is placed.

- 21.3 In aggressive environment the concrete should be chiselled back to exposure the concrete in a length of 50 mm to ensure that the contaminated concrete is completely removed.
- 21.4 The old concrete, if cast with stuttering, against which the fresh concrete is to be cast, the shuttering should be applied with a coat of “Retarder” Construction chemical. As soon as the shuttering is removed the latence should be cleared with a high-pressure water jet.
- 21.5 While casting the fresh concrete, a coat of “Bond Aid” Construction chemical over the already hardened and treated concrete surface shall be provided.
- 21.6 No extra payment shall be made for preparation of surface, application of retarder and Bond Aid etc. in c/w cold/construction of joints.

## **22.0 Concrete Test :**

- 22.1 Concrete shall be tested for slumps, density, crushing strength and modules of rupture tests as directed by the Engineer-in-charge of the work.
- 22.2 The provision specified in Clause 5.3 of IS-456 for proportioning of ingredients of controlled concrete will apply in general unless otherwise as modified by the Engineer.
- 22.3 For all concrete work aggregates should be analyzed as per standard test to determine the properties and their grading by taking representative samples of the aggregate. Fixed design calculations along with analysis of aggregate and concrete test cube results for 7 and 28 days should be sent to Chief General manager/DFCCIL/ PRAYAGRAJ/West and got his final approval before carrying out the actual work. Such approval, however, will not relieve the contractor of his/their responsibilities, obligations regarding minimum strength required.
- 22.4 The minimum number of specimen to be casted and standard of acceptance for all goods of concrete shall be in accordance with relevant IS & IRC Codes (Latest Edition)
- 22.5 The contractor shall establish a field laboratory and provide the necessary equipments to carry out a preliminary tests and working out the grading and preparation of aggregates, assessing the moisture contents, casting of cubes and testing thereof etc. in order to obtain and maintaining uniform quality of work conforming the codal provisions.

## **23.0 CURING:**

All concrete work in cement mortar, plaster, pointing etc., shall be continuously cured for the prescribed period as per direction of the Engineer, Curing shall be done by covering the newly laid concrete with gunny bags and keeping them wet constantly. If it is found that the contractor is not observing properly these instructions, the Engineer may get the curing done through another agency, labour without any notice to the contractor at the cost of the contractor.

## **24.0 Service road**

- 24.1 Any service road required by the contractor for his/ their use along the alignment will be provided by the contractor and his/their tendered rates will be deemed to include the cost of provision & maintenance of service road as required by the contractor.
- 24.2 The DFCCIL constructs and maintains service roads according to their requirement and convenience. However, the contractors will be permitted to use the service road free of cost but no claim will be entertained for non provision of service road in any stretch whatsoever.

## **25.0 Supply of drawings**

- 25.1 Drawings shall be supplied by the DFCCIL during the course of execution.
- 25.2 It may clearly be noted that the DFCCIL shall have full power to make alterations in the drawings and to give such further instruction, directions as may appear to him necessary or proposed for the guidance of the contractor and for the official execution, completion and maintenance of the work..

## **25.0 Measurement**

- 25.1 All work will be paid for at the tendered rates on the basis of actual measurements taken at site. No cognizance will be given for heights and thickness of structural members over those shown in the plans.
- 25.2 The gross dimensions of RCC deck i.e. slab and beams etc. exclusive of thickness of plaster shall be measured for purposes of payments. No deduction shall be made from the columns of reinforcement and small cavity holes for drainage etc. up to 40 sq. cm. in area. No payment shall be made for plastering of the exposed area and cost for this element shall be borne by the contractor.
- 25.3 The slabs shall be measured clear from face to face of the beams and columns.
- 25.4 The depth of the beam monolithic with slab will be from bottom of the slab to bottom of beams or from top of beam to top of slabs (in case of inverted beams).
- 25.5 Payment of RCC columns counter fort wall/retaining wall, return wall shall be made up to any height from top of slab/strip/foundations as the case may be.

## **26.0 PRELIMINARY SITE TESTING:**

- a) After the materials and mixes have been approved .the contractor shall make preliminary sets of test cubes. Each set shall comprise of nine 150mm cubes, three at a time made from single sample of concrete made from the same manner as that to be placed in the work. Each cube shall be made and tested under the Engineer's supervision in accordance with the procedure in IS: 516-

1959. These cubes shall be tested 7 days after and three cubes 28 days after the date of manufacture. The balance cubes shall be preserved by the contractor until the end of the maintenance period unless otherwise required to be tested by the Engineer. Preliminary works test cubes shall be made and tested for all classes of concrete to be used and for all classes of concrete to be used and for all proposed variations of quality, quantity or sources of the aggregates or cement. Should either the 7 days or 28 days test cubes fall below the specified strength and the failure is confirmed by testing the balance cubes, the contractor shall make such changes to the mix design. Aggregate source, aggregate grading, cement, water, and method of mixing or type of mixer as shall produce satisfactory concrete. All cubes shall be properly marked so that they can be easily identified.

- b) Works strength tests for Controlled and ordinary concrete. During the course of the work samples of concrete will be taken and tested at regular intervals and from representative portions of the works. The Engineer will establish a sampling and testing programme in consultation with the contractor before any concrete is placed. The establishment of the programme will not prevent the engineer from procuring samples and testing of any concrete at any time. The sampling and testing will be carried out in accordance with IS 516-1959. One set of six cubes will normally be taken from each batch to be sampled, but the engineer may direct additional cubes to be taken. Three cubes will be tested at 7 days and three at 28 days. Should any of the cubes fall below the specified strength the contractor shall, on the Engineer's instructions either alter the mix design, the method of making the concrete, the method of mix control or carry out appropriate remedial measures. Acceptance criteria of concrete as given in IS-456-1978 will be followed. Wherever 7 days concrete strength is not specified it shall be taken to be 65% of the 28 days strength in the case of ordinary cements and 75% in the case of rapid hardening cements. The Engineer may require; the contractor to cut out defective concrete from the work even though the test cubes for the batch is satisfactory.

## **27.0 Time Schedule**

- 27.1 Time is the essence of the contract. The contractor may note that the construction of signal buildings should be completed within stipulated time.

## **28.0 Supply of cement:**

- 28.1 Ordinary Portland cement grade 43/53 conforming to IS-8112-1989 & IS Code IS-12269/1987 respectively will be arranged by the contractor at his own cost. Payment shall be made under relevant SOR item.
- 28.2 Supply for cement by contractor at the rate of relevant item will be governed by the following conditions.
- 28.3 Cement for use in works, shall be procured by the contractor from the main producers or their authorized dealers only.
- 28.4 Cement older than 3 months from the date of manufacture as marked on the

bags shall not be accepted. Cement bags preferably in paper bag packing should bear the following marking:-

- i) Manufacturer's name
- ii) Regd. trade mark of manufacturer if any
- iii) Type of cement.
- iv) Weight of each bag in Kg or no. of bags/ tones.
- v) Date of manufacture generally marked as week of the year/year of manufacture.

28.5 Quality test certificate for cement as per IS 4031 shall be furnished by the contractor/s at his own cost from the manufacturer, before use of cement.

28.6 DFCCIL may also take samples during the course of execution of works and get the cement tested to ascertain its conformity to the relevant IS specifications at contractor's cost before a particular lot is put to use. Frequency of testing shall be as prescribed by the relevant IS code. Following test inter-alia shall be carried out.

- i) Fineness
- ii) Compressive strength
- iii) Initial and final setting time
- iv) Consistency
- v) Soundness.

28.7 In case samples tested do not pass that quality tests conducted, the entire batch of cement supplied shall be rejected and returned to the contractor/s.

28.8 For storage of cement, the contractor shall have to construct temporary Godown.

29.9 The record of cement brought to the site of work, daily consumption, daily opening balance and closing balance shall be maintained at the site by contractor representative and will be shown to Engineers representative.

29.10 The contractor shall be the custodian of cement godown and shall keep the godown under his lock and key to ensure safe custody of cement. The contractor shall ensure that the cement once brought to the site and accounted shall be used at the site only and shall not be taken away from site for any other purpose.

29.11 The contractor shall make the cement Godown available for inspection along with connected record to the site Engineer or his representative as and when required.

29.12 The contractor shall ensure that after completion of the work and/or termination of the contract for any reason whatsoever, the temporary cement Godown shall be dismantled and all dismantled material /debris shall be removed and the clear site shall be handed over back to DFCCIL. All the released material shall be the property of the contractor/s and no payment shall be made by the DFCCIL for dismantling etc. The final bill and security deposit shall not be

released unless the Godown is dismantled and the site is cleared in all respects.

### **30.0 Tolerance requirements for the mass of cement:**

- 30.1 Cement supplied one time will be taken as forming one batch. The number of bags taken for sample from each batch shall be as under:-

Batch Size	Sample size
100 to 150	20
151 to 280	32
281 to 500	50
501 to 1200	80
1200 to 3200	125
3201 and above	200.

- 30.3 The consumption of cement on works shall be assessed on the basis of cement contents per unit quantity for various items of works as per IRUSSR-2010 of cement contents per unit quantity as per design in case of designed mix of cement concrete of specified strength.
- 30.4 Stacking of cement in the Godown shall be done on a layer of wooden sleepers so as to avoid contact of cement bags with the floor; or alternatively scrap of sheets may be used in place of sleepers but these must be placed at least 20 cm above the floor. The bags shall be stacked at least 50 cm clear of the walls to prevent deterioration. The wooden sleepers/scrap GI sheet shall be arranged by the contractor/s at his/their own cost.
- 30.5 Cement shall be stored in such a manner as to permit easy access for proper inspection. Cement should be stacked not more than ten layers high to prevent bursting of bags in the bottom layers and formation of clods. The stacks of cement bags shall be covered with tarpaulin during monsoons so as to obviate the possibility of deterioration of cement by moisture in the atmosphere. Cement that is set or partially set is on no account to be used.
- 30.6 The cement brought to the site/Godown in excess of the requirement calculated based on the cement factors shall be taken back by the contractor/s on completion of the work after written approval from Engineers on proper documents.
- 30.7 Payment as per relevant items will be made on the basis of quantity of cement actually consumed and the quantity calculated as per cement factor for various items, whichever is less.
- 30.8 Empty cement bags will be the property of contractor.

### **31.0 Machinery and plant**

- 31.1 The contractor will be entirely responsible to arrange all necessary machinery, including concrete mixers, vibrators, compressors, pumps, pneumatic equipments, dredges derricks, cranes, service girders, staging, motor vehicles, trailer 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.

## **32.0 SAFETY OF TRACK AND MEN**

- 32.1 The tenderer must note that the work is to be executed in the close proximity of running track. All labour and staff must be aware of the running trains. No tools and plants should be brought near the track to infringe the schedule of dimensions. Work very near to the track will be done only under the personal supervision of the authorized representative of the Engineer. DFCCIL will not be responsible for any loss of life or property or delay in speed restrictions/block. It may be ensured that no shuttering scaffolding etc. infringes the schedule of dimension at any time.
- 32.2 It may be noted by the contractor/Tenderers that excavation/ concreting in foundations is to be done in close proximity of the running track. No temporary arrangements are proposed in the running track to carryout the excavation/ concreting. As such contractor may have to do additional works like structuring, shoring, timbering etc. as per the direction of Engineer-In charge, so that earth does not give way underneath the track and is fully protected and there is no interruption to the movement of the Railway traffic.
- 32.3 In case of any dispute regarding interpretation of any above clause, decision of Chief General manager/DFCCIL/PRAYAGRAJ/West. .will be final and binding upon the contractor.

## **33.0 RECORDS AND REGISTERS:**

- 33.1 The contractor shall maintain accurate record, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. Records of tests made shall be handed over to the Engineer's representative after carrying out the tests.

- 33.2 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 contractor shall report the compliance to the Engineer in good time so that it can be checked.

### **(ii) Cement Register:**

This register will be maintained to accord daily receipt and issue of the Cement duly indicating the balance quantity. The quantum of work done for the Cement

issued on particular date will also be mentioned.

**(iii) Steel Register:**

This register will 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) Log Book of Events
- (vii) Soil samples & compaction Registers
- (viii) Cube test & Material testing Register
- ix) Technical Register.
- x) Material passing Register.
- xi) Hindrance/Obstruction Register.
- xii) Safety Assurance register or as directed by Engineer.

**34.0 INFRASTRUCTURE SET UP:**

- 34.1 Before starting the work, the contractor shall provide the following infrastructure set-up to facilitate the execution of the work as per the stipulation, at their own cost.

**35.0 THE CONTRACTOR SHALL EMPLOY THE FOLLOWING TECHNICAL STAFF DURING EXECUTION OF THE WORK:**

- 35.1 In terms of provisions of new Clause 26A-1 to the Standard General Conditions of Contract (GCC), contractor shall also employ following Qualified Engineers during execution of the allotted work.
- a. One qualified Graduate Engineer when cost of work to be executed is Rs.200 lakh and above, and
  - b. One qualified Diploma Holder Engineer when cost of work to be executed is more than Rs.25 lakh, but less than Rs. 200 lakh.
- 35.2 Further, in case the contractor fails to employee the Qualified Engineer as aforesaid in Para 35.1 above, he in terms of provision of Clause 26A-2 to the General Conditions of Contract, shall be liable to pay an amount of Rs. 40000/- and Rs. 25000/- for each month or part thereof for the default period for the provisions, as contained in Para 35.1(a) and 35.1(b) above respectively.
- 35.3 Provision for deployment of Qualified Engineers (Graduate Engineer or Diploma Holder Engineer) shall be for the values as prescribed above. However, for the works contract tenders, if it is considered appropriate by the tender inviting authority, not to have the services of qualified engineer, the same shall be so

mentioned in the tender documents by the concerned Executive with the approval of Chief General Manager for reasons to be recorded in writing.

**36.0 GENERAL**

36.1 If Proper approach road for transporting the various materials are not available, the contractor may have to handle the material involving head load etc. proper spacing 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. 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, equipments 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.

After the acceptance letter is issued, contractor will be required to submit the detailed programme for completion of works.

36.2 The contractor shall have to make his own arrangements for providing telephone/mobile facilities /inspection vehicle at his own cost. These facilities provided by the contractor shall be allowed to be used by the DFCCIL without any charge.

36.3 It may be noted that the work is to be carried out under running traffic where the essential Railway traffic shall be moving all the 24 hours and the work shall have to be carried out without hindering the Railway traffic in any way. Suitable arrangements shall have to be made by the contractor without infringing the schedule of dimensions.

**37.0 PROTECTION AND STEPS TO BE TAKEN IN ORDER TO AVOID DANGERS TO RAILWAY INSTALATIONS:**

- a) At such of the locations where contractor/s road vehicle are permitted to ply adjacent to the running lines and yard, an experienced gang-man shall be deputed as flagman at the cost of the contractor to prevent accidents. This factor should be borne in mind by the contractor/s while formulating the rates.
- b) If the work to be executed is in proximity or the running railway track, the contractor will be required to be followed 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 caused to the contractor or for the rescheduling of the operations or for any other reasons on this account
- c) The contractor shall take all precautionary measures in order to ensure protection of his own personnel moving about or working on the railway/ DFCCIL premises and shall have to conform to the rules and regulations of North Central Railway, If any unforeseen accident or injury happens while on

working, the contractor shall be solely responsible for the same.

- d) Within the station premises, especially on passenger platform, or near the running track, contractor/s shall ensure sufficient free space for movement of passenger traffic. He must cover and protect the excavation carried out in such areas with a view to avoid the accident. The works must be carried out most carefully in such a way that they do not hinder the railway operation except as agreed to by the DFCCIL/railway.

The contractor's employees and workers shall not for any reason operate any appliances or installation of the railway concerning the safety of the trains movements but they should whenever necessary notify to the qualified DFCCIL staff who will then take necessary steps.

- e) The contractors shall see that no change is caused to railway signaling and transmission wire, stations, installation, communication lines, electric devices, trains of any kind, fencing as well as any rolling stock and in general to all railway installation and equipment in case of any damage is caused to these due to the fault of the contractor on the part of anyone on his behalf all repairs there required will be carried out by the DFCCIL at the entire cost of the contractor and **amount of expenses thus incurred will be recovered** from the payment due to him.
- f) 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 tracks on the approach of any trains. After the day work, the contractor should ensure that the tools are deposited in proper tool box before the labour proceeds for their homes. Tool issued should not be allowed to fall in and unwanted hand who can tamper with the railway/DFCCIL track.
- g) The contractor shall employ one suitable supervisor to supervise the work at site. Though all the work relating to the safety of running trains shall be executed under railway/DFCCIL supervisor and presence of qualified supervisor from the contractor's site is a must at the site of work.

Contractor shall provide **150 mm thick white line with lime at a distance of 3.5 M from centre to existing track**. This white line shall be in the entire length where work is going on and/or the vehicle/machinery are plying along the track. Nothing extra shall be paid for this.

- h) Barricading with the help of portable fencing shall be provided in the length where the days work is to be done in close vicinity of the track. The fencing shall consists of self supporting steel column connected with at least 20mm thick red nylon rope. The column shall be of 1.2 M height. This will be placed at a distance of 3.5 M from centre line of the nearest track. Nothing extra shall be paid for this work.
- i) APM/DPM shall issue competency certificate after checking license and their working to all drivers of nominated vehicles / machinery, Inspector at site shall ensure that the driver who does not possess the competency certificate will not

work at site,

- j) The area between running line and white line shall not be permitted to become slushy and adequate drainage must be ensured at all times,
- k) Machine /vehicle shall ply **6 M clear of track** and movement /work **at less than 6 M and up to 3.5M of clear track centre**, shall be done in the presence of the DFCCIL employee authorised by the Engineer in-charge. The railway/DFCCIL employee so deputed shall ensure safety of the track, with banner flag, hand signal lamps and detonators.
- l) If vehicle/ machinery/ materials are to come **within 3.5 M of existing track**, work must be done under the presence of an inspector authorized to do safety works. A caution order shall be issued and track will be protected with the banner flag, hand signal lamps and detonators.
- m) Normally, night working shall be avoided. **A night working shall be permitted by APM/DPM in writing**, One inspector shall be specifically deputed to supervise the night working. The site/area where night working is to be done shall be adequately lit. Nothing extra shall be paid for this.

#### 38.0 **PENALTIES DUE TO UNSAFE WORK:**

- a) In the event of 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.
- b) DFCCIL administration **reserves the right to terminate the contract** with immediate effect if the contractor is found responsible for causing an accident without giving any further notice/notices to the contractor.
- c) In the event of contractor not completing the work or leaving it unsafe at the end of days work so they may serve speed restrictions if required to be imposed, track shall be attended to by the railway/DFCCIL immediately at the contractor's cost without any further notice. In addition the labour cost recoverable **from the contractor, supervision charges @ 12.50% and train detention charges @ Rs.2000/- every half hour or part thereof shall also be recovered**,
- d) In the event of contractor starting the job without proper supervision causing an accident, he may be prosecuted under DFCCIL act for lawfully interfering with the railway/DFCCIL track in addition to the recovery of RS 20000/- as penalty of every such cases, actual losses compensation with damages to railway/DFCCIL property,

#### 39.0 **FLAGMEN**

- 39.1 As such of the locations where contractor/s road vehicles are permitted to ply adjacent to the running lines and yard, an experienced gang man shall be deputed as flagman at the cost of the contractor to prevent accidents. This

factor should be borne in mind by the contractor/s while formulating the rates.

- 39.2 In case of any disputes regarding interpretation of any of the above clauses, decision of the Chief General manager/DFCCIL/PRAYAGRAJ/west. shall be final and binding on the contractor/s.

**40.0 TAXES CENTRAL, STATE, LOCAL:**

- 40.1 All the rates quoted should be deemed to include all taxes, direct levies under Central or State or Local bodies Acts or Rules, octroi, royalties etc. and similar imports that may be prevailing from time to time in respect of land, structures and all materials supplied in the performance of this contract.

**41.0 WATER:**

- 41.1 The contractor shall be responsible for the arrangement to obtain **Supply of water** necessary for the works at his own cost and rates quoted include the cost of wells or any other arrangements required to be made for procuring water and loading/ transporting/conducting water to the site of work, irrespective of the distance from the source. Quality of water as to relevant IS specifications depending upon the type of work will have to be conformed. DFCCIL has no source of supply of water so far as construction of this work is concerned.

**42.0 NOTICE TO PUBLIC BODIES:**

- 42.1 The contractor/s shall give to the Municipality, Police and other authorities, all notices that may be required by law and certain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be leviable on account of his operations in executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights etc required at night.

**43.0 FIRST AID:**

The contractor shall maintain in a readily accessible site first aid appliance including adequate supply of sterilised cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.

**44.0 TELEPHONE FACILITIES;**

The contractor shall have to make his own arrangements for providing telephone facilities at the site of work at his own cost. The telephone facilities provided by the contractor shall be allow to be used by the DFCCIL staff without any charge.

**45.0 GENERAL**

- a. The contractor/s are required to complete the works within the specified period as provided in each agreement / works order. DFCCIL is empowered to grant

extension to the specified period provided in the order, falling within the financial limits of the powers during the currency of the contract, if considered the same as justified or with penalty as per General Condition of contract.

- b. Every possible fluctuation in the market rates of labour, material and General conditions and other such possibilities and every kind should be considered before quoting the rates and no claim due to any reasons whatsoever on this account will be entertained afterwards. Sale Tax or any other tax levied or leviable by the Central or Sales tax of any other taxes of State Govt. or local bodies shall be borne by the contractor which should also be kept in view before tendering; no such taxes on contractors labour and materials will be paid by the DFCCIL.
- c. The contractor will be required to give no claim certificate at the time of signing the final bill. Thus no claim certificate furnished by the contractor constitute special agreement under which contractor submits and acknowledged that no money is due to him in connection with executing of the particular contract by him. Thus, after the contractor has given no claim certificate and his final bill has been finalized to him, the contractor cannot ask for any more payment even if post audit records show that he had been paid less, hence after no claim certificate is given, the contractor cannot even ask for arbitration.
- d. The contractor shall have to co-ordinate his work with other deptt i.e. Electrical installation / Signal interlocking work which maybe related to other contractor or done departmentally. No claim of any kind whatsoever shall be entertained if the execution of any such work being also done by the department /contractor is held up due to their interference or as a result of delay in any of these works.
- e. No extra payment will be made for rounding of the corners at the junction of the floors, joints, corners and parapet.
- f. The plan and sites are subject to alterations to suit the local conditions as requirement of the DFCCIL and the contractor will have no claim on account of the change in plan and sites etc.
- g. The DFCCIL shall not be responsible for any loss or damage to contractors' men, materials equipment, tools and plants etc, from any cause whatsoever,
- h. If any work (whether temporary or permanent) or other materials, the value of which has been included in an on account bills is destroyed or damaged or has/have for lay other reasons to be replace or restored by the contractor the value of the work or other materials as destroyed may be recovered by the DFCCIL Administration 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 become due and recoverable shall in any way prejudice.
- i. If the work to be executed is in proximity of the running Railway/ DFCCIL track, the contractor will be required to observe all precautions and carry out all works that may be necessary to ensure the safety of the running track /trains etc. 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 capsized to the contractor or for the rescheduling of the co-operation's or for any other reasons on this account

- j. The contractor rates shall also include the cost that may be necessary for stacking the materials, tools, plants, machinery etc. at site of work whether arranged by the contractor or issued by the DFCCIL. The contractor shall ensure that the materials are not stacked closed to the DFCCIL track, which may and endanger the safety of trains and workmen.
- k. No claim for extra payment shall be entertained on account of interruption of work due to rain, floods, or due to delay in acquisition of land in some portion or any other cause, nor will any extra payment be made for wet excavation on this account. The contractor must nevertheless arrange to carry on this work in rainy season, if necessary. No claim for earthwork done in low lying waterlogged area local pits and depressions containing water will be entertained by the DFCCIL.
- l. The contractor shall arrange for effective technical supervision of the work and shall be represented by authorized representative at the site of work during the currency of the contract. He will arrange to receive all the dak at the site of work during execution of work,
- m. The contractor shall be responsible for the arrangement to obtain supply of water necessary for the works as the own cost and rates quoted include the cost of wells or any other arrangements required to get made for procuring water and loading, transporting/conducting water to the site of work, irrespective of the distance from the source quality of water as to relevant ISI specification depending upon the type of work will have to be confirmed. DFCCIL has no source of supply of water so far as construction of this work is concerned.
- n. Individual rates or each non-schedule items should be complete finished items, inclusive of all co-operation and charges and nothing extra will be payable on any account.
- o. 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.
- p. Work will have to be done in close co-operation with the other departments/agencies if any. The DFCCIL will acquire the land wherever required. However, the contractor shall not claim anything for the delay in the works due to any delay in the land acquisition.

46.0 For the day to day execution of work, any clarification required by the contractor have to be obtained from the Engineer in charge in writing and their decision shall be final and binding on contractor.

47.0 In case of any dispute regarding interpretation of any of the above clauses, decision of Chief General manager/DFCCIL/PRAYAGRAJ/West shall be final and binding on the contractor.



## **SAFETY RULES**

- 1.0** Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as will, suitable foot-holds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than one horizontal to four vertical.
- 2.0** Scaffolding or staging more than 3.5 meters above the ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 3.0** Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally, and where the height of the platform or the gangway or the stairway is more than 3.5 meters above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in the Para above.
- 4.0** Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 meters in length while the width between side rails in swung ladder shall in no case be less than 300 mm for ladder up to and including 3.5 meters in length. For longer ladders this width should be increased by at least 20 mm for each additional meter of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sides of work shall be so stacked or placed as to cause danger for inconvenience to any persons or the public.
- The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.
- 5.0** Before any demolition work is commenced and also during the process of the work:-
- (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (b) No electric cable or apparatus which is liable to be a source of danger over a

cable or apparatus used by the operator shall remain electrically charged.

- (c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

**6.0** All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned.

- (a) Workers employed on mixing asphalt materials, cement and live mortar shall be provided with protective goggles.
- (b) Those engaged in white washing and mixing or attacking of cement bags or any materials, which is injurious to the eyes shall be provided with protective goggles.
- (c) Those engaged in welding works shall be provided with welder's protective eye sight lids.
- (d) Stone breakers shall be provided with protective goggle and protective clothing and seated at sufficiently safe intervals.
- (e) In case the contractors have to ply vehicles for the purpose connected with the contract adjacent to Railway track the Railway/DFCCIL Administration will be at liberty to post an experienced staff as flag man for guidance of the movements such vehicles so as to prevent accidents and the contractor will bear wages including all etc. of the staff posted as flag man for the period of Contract for such periods during which such staff is posted for the purposes. The Rly. Administration will be sole judge in the absolute discretion, of the fact that it is necessary to post any staff, that which of the staff will be suitable for the purpose, that what should be the wages and other allowance payable by the contractor for staff posted for the purpose. The Railway/DFCCIL Administration will have a right without prejudice to other remedies to deduct the wages etc. of such staff from the bills of the contractor in respect of this contract or from any moneys or the contractor whatsoever available with the Railway/DFCCIL Administration. The contractor will be liable for any over payments under Workman Compensation Act on account of any injury sustained to Railway/DFCCIL servant during that period.

**7.0** When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

**8.0** (a) Use of hoisting machines and tackle including their attachment anchorage and supports shall conform the following standards or conditions:

- (i) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
- (ii) Every rope used in hoisting or lowering materials or as a means of suspension

- shall be of durable quality and adequate strength and free from patent defects.
- (b) Every Crane Driver or hoisting appliances operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffolding.
  - (c) In case of every hoisting machine and of every cabin ring, shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked within the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - (d) In case of departmental machine the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractor's machines, the contractor shall notify safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work, get it verified by the Electrical Engineer concerned.

**9.0** Motors, gearing transmission, electric wiring and the dangerous part of hoisting appliances should be provided with efficient safe guards, hoisting appliances should be provided with such means will as reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized insulating mats, wearing apparel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

**10.0** All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is use. Adequate washing facilities should be provided at or near places of work.

10 (a) The work above Railway/DFCCIL track and in the vicinity of track should be carried out under safety precautions issued by PCE safety circular issued on the subject.

**11.0 Use of explosives**

Explosive shall not be used on the work or brought to the site by the contractor without the written permission of the Engineer. After such permission is given, the explosives will be stored and used as per extant explosive rules of the Government of India/State Government.

**12.0** These safety provisions should be brought to the notice of all concerned, display on a notice board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named herein by the contractor.

**13.0** To ensure effective endorsement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be opened to inspection by Labour Officer/Engineer-in-charge of the Department or their representative.

**14.0 Precautions while working in the vicinity of track**

- (a) When the work is required to be done along or near existing Railway/DFCCIL track, the contractors shall take steps as are necessary for the safety of the track, labour working at site. He/They will also be required to programme his/their working so as not to interfere with movement of trains. No extra payment shall be allowed for these precautions. It should be ensured that the ballast of the track is not spoiled or mixed with earth.
- (b) \*In addition to the precautions taken by the contractors for the safety of the track and labour, it may be necessary to post flagmen in some locations as additional safety measure. The contractor(s) shall be fully responsible for any damage to or trespass caused by his/their men to surrounding structure, Rly. bears no liability whatsoever on this account. Notwithstanding the above clause from (1) to (14) there is nothing in these to exempt the contract or the operation of any other act or Rule in force in the Republic of India.

**PART- II**  
**CHAPTER II**  
**TENDER FORMS**

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**CHAPTER II**  
**TENDER FORMS**

<b>FORM No.</b>	<b>SUBJECT</b>
Form No. 1	Format for Covering letter of Tender
Form No. 2	Tenderer's Credentials
Form No. 2A	Technical Eligibility Criteria Details
Form No. 2B	Financial Eligibility Criteria Details
Form No. 2C	Applicant's Party Information Form
Form No. 3	Details of works completed during previous seven years
Form No. 4	Details of works in Hand of the Tenderer
Form No. 5	Contract Agreement
Form No. 5A	Final Supplementary Agreement
Form No. 6	Performance Guarantee Bond
Form No. 7	Standing indemnity bond for on account payment.
Form No. 8	ECS / NEFT / RTGS
Form No. 9	Draft MOU for Joint Venture Participation
Form No.10	Draft Agreement for JV
Form No.11	Proforma of Participation from each partner of JV
Form No.12	Power of Attorney for authorized signatory of JV Partners
Form No.13	Power of Attorney to lead partner of JV
Form No.14	Proforma for Time Extension
Form No.15	Certificate of Fitness
Form No.16	Proforma of 7 days' Notice for whole/in parts.
Form No.17	Proforma of 48 Hours' Notice for whole work.
Form No.17A	Proforma of 48 Hours' Notice part of the work.
Form No.18	Proforma of Termination Notice for whole the work
Form No.18A	Proforma of Termination Notice for part of the work.
Form No.19	Format of Bank Guarantee for Mobilization Advance
Form No. 20	Format for Integrity Pact
Form No. 21	Format for Certificate to be submitted/uploaded along with tender documents

**FORM No. 1**

**(i) Format for Covering letter of Tender.**

(On letter head of firm/company)

To,

The Chief General Manager  
Prayagraj (West)  
DFCCIL

**Sub: Construction of balance work of Auto location hut (20nos.) & Relay hut (08nos.) buildings for signal & telecom equipments at different location between Rooma and SUJATPUR Stations in PRAYAGRAJ - KANPUR Section on DFCCIL Route in connection with DFCCIL railway Track.**

**Ref.: Tender : No. ALD\_EN\_ALHRH\_OT\_02\_20\_410**

1. I/We.....have read the various terms and conditions of tender attached hereto and hereby agree to adhere by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening the same and if I/We default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the Scope of the Work and Terms and Conditions as laid down by the DFCCIL Administration for the execution of present Contract.
2. A sum of Rs. ....Is being deposited as Earnest Money online through payment gateway on [www.ireps.gov.in](http://www.ireps.gov.in). The Value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
  - (i) I/We do not submit the Performance Guarantee within the time specified in the tender document ;
  - (ii) I/We do not execute the Contract Agreement within 7 (Seven) days after receipt of notice issued by DFCCIL that such documents are ready ;
  - (iii) I/We do not commence the work within 15 (Fifteen) days after receipt of order to that effect ;
  - (iv) I/We withdraw the offer during the period of validity/extended validity ;
  - (v) When any of the information furnished by the tenderer not found true.
3. (a) I/We am/are a Startup firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is .....valid upto ..... (Copy enclosed) and hence exempted from submission of Earnest Money.

4. We are a 100% Govt. owned PSUs and hence exempted from payment of Earnest Money.
5. We are a Labour Cooperative Society and our Registration No. is .....with ..... and hence required to deposit only 50% of Earnest Money.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as mutually agreed to, between us and indicated in the Letter of Acceptance or my/our accepted offer for the work.

Signature of Witnesses:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_

Signature of Tenderer(s)

Date \_\_\_\_\_

Address of the  
Tenderer(s)

\_\_\_\_\_



**CHECK LIST FOR DOCUMENTS TO BE  
SUBMITTED**

<b>S. No.</b>	<b>Documents to be Attached*</b>	<b>Tick Yes/No</b>
1	The Covering Letter as per format given in the Form no. 1.	
2	Power of attorney of the person signing the tender document in Original if specific to this work or Attested Copy of the General Power of Attorney of the Company in favour of the person signing the tender.	
3	Certified copy of GST No., PAN Card, Aadhar Card,	
4	Certified Copy of Registration of Company/firm/Agency, Partnership deed/Memorandum and Articles of Association of the Company/firm/Agency.	
5	Constitution of the Company/Firm/Agency in the form prescribed in Form-2C.	
6	Complete Tender Document including Corrigendum(s)/Addendum(s) Signed by the Bidder.	

**Important Notes:**

\*Documents No. 1 to 6, should be scanned and uploaded along with offer as attachment at website [www.ireps.gov.in](http://www.ireps.gov.in).

**FORM No. 2****TENDERER'S CREDENTIALS**

<b>S. No</b>	<b>Description</b>
1.	For technical experience/competence, attach details of similar completed Works during the last Seven financial years (i.e. current Financial year and seven previous Financial Years) in the “ELIGIBILITY” Tab of the tender in ireps portal
2.	For financial capacity and organizational resources, give details of Contractual payments received for the last three financial years (i.e current Financial year and three previous financial years) as per audited balance sheet certified by Chartered Accountant in the “ELIGIBILITY” Tab of the tender on ireps portal.
3.	Give constitution of your firm. Attach certified copies of legal documents in support thereof.

**FORM No. 2A**

**TECHNICAL ELIGIBILITY CRITERIA DETAILS**  
**Details of the similar works completed (as per Para1.3.13 (A) of**  
**Preamble and General Instructions to Tenderers)**

<b>Similar Contract No.</b>		
Contract Identification		
Award date		
Completion date		
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>
Total Contract Amount (Rs.)		
If member in a JV, specify participation in total Contract amount	<i>[inserta percentage amount]</i>	<i>Total contract amount in Rs.</i>
Employer's Name: Address: Telephone/fax number E-mail:		
<b>Description of the similarity in accordance with Criteria 1.3.13(A)</b>		

**The bidder shall attach Certified completion certificates issued by the client as per Eligibility Criteria of the tender documents.**

Signature of the Tenderer with Seal

**FORM No. 2B****FINANCIAL ELIGIBILITY CRITERIA DETAILS**

**Each Bidder or each member of JV must fill in this form separately. Name of Bidder/JV Partner**

Details of contractual payments received during the last three financial years and current financial year

Contractual payments received (Construction only)	
Year	Value of payment received in Rs. (Contract Receipts)
Current Year (2020-21)	
2019 - 2020	
2018- 2019	
2017 - 2018	
Total Contractual Payment	

**Note:** The details should be extracted from the audited balance sheet Certified by the Chartered Accountant or form16-A issued by the Employer as per clause 1.3.13(B) of Preamble and General Instructions to Tenderers.

The bidder shall attach necessary documents in support of the above.

Signature of the Tenderer with Seal

**FORM No.2 C****APPLICANT'S PARTY INFORMATION FORM**

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

[illegible]

For CGM/PRYJ/W

Tenderer

**FORM No. 4****DETAILS OF WORKS IN HAND OF THE TENDERER[s]**

Sl	Name of work	Total cost of contact value in Rs/-	Month and year of commencement	Date of award and Completion period	Present progress		Full address of the authority under whom the work is being executed	Documentary proof [enclose copies of acceptance letter and proof regarding present progress etc. and indicate Annexure No. in this column]
					Financial	Physical		
1	2	3	4	5	6	7	8	9

Signature of tenderer  
Along with seal

FORM No. 5

**AGREEMENT**

**CONTRACT AGREEMENT**

THIS AGREEMENT ("Agreement") is made at Prayagraj on the \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_  
BETWEEN

(1) Dedicated Freight Corridor Corporation of India Limited, incorporated under the laws of India and having its principal place of business at, Pragati Maidan Metro Station Building Complex, New Delhi, India – 110001 (hereinafter called '**the Employer**'), and \_\_\_\_\_, a company / corporation / JV incorporated under the laws of \_\_\_\_\_ having its principal place of business at - \_\_\_\_\_ (hereinafter called "**the Contractor**").

WHEREAS in reference to a call for \_\_\_\_\_

.....dated .....complete with enclosure at the accepted rates and at an estimated contract value of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_only). Now the agreement with witnesseth to that in consideration of the premises and the payment to be made by the Employer to the Contractor provided for herein below the Contractor shall supply all equipments and materials and execute and perform all works for which the said Tender of the Contractor has been accepted, strictly according to the various provisions in Annexure 'A' and 'B' hereto and upon such supply, execution and performance to the satisfaction of the purchaser, the Purchaser shall pay to the contractor at the several rates accepted as per the said Annexure 'B' and in terms of the provisions therein.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed/ (or have here onto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/seal of the Contractor

Stamp/Seal of the Employer

By the said

By the said

.....Name

.....Name

.....Name

.....Name

on behalf of the Contractor in the  
the

presence of:

on behalf of the Employer in

presence of:



Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Enclosures:-

1. Annexure 'A' - Tender Papers No.
2. Annexure 'B' - Letter of Acceptance of Tender No. \_\_\_\_\_ Dated\_ along  
with Summary of Prices

**FORM No. 5A****FINAL SUPPLEMENTARY AGREEMENT**

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

And whereas the party hereto of the second part have received sum of ₹ \_\_\_\_\_

through the Final Bill bearing voucher No. \_\_\_\_\_ dated \_\_\_\_\_ duly

adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

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

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

**Or**

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

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

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

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

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

Signature of the Contractor/s

for and on behalf of the

President of India Witnesses

ADDRESS: \_\_\_\_\_

**FORM No. 6**

**SAMPLE**

Name of the Bank:

Managing Director / DFCCIL Bank Guarantee Bond No.  
Acting through \_\_\_\_\_ (Designation Dated and address of contract signing authority)

**PERFORMANCE GUARANTEE BOND**

In consideration of the Managing Director / DFCCIL acting through \_\_\_\_\_ (Designation & Address of Contract Signing Authority), Dedicated Freight Corridor Corporation of India Limited, New Delhi herein after called "DFCCIL") having agreed under the terms and conditions of agreement /Contract Acceptance letter No.\_\_\_\_dated \_\_\_\_\_ made between (Designation & address of contract signing Authority) and\_\_\_\_(herein after called "the said contractor(s)" for the work (herein after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs.\_\_\_\_(Rs.\_\_\_\_only) as a performance security Guarantee Bond from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We (indicate the name of the Bank) herein after referred to as the Bank, undertake to pay to the Government an amount not exceeding Rs.\_\_\_\_(Rs.\_\_\_\_only) on demand by the Government.
2. We\_\_\_\_(indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the Dy. CPM/PM/FINANCE Dedicated Freight Corridor Corporation of India Limited, Prayagraj/West or\_\_\_\_ (Designation & Address of contract signing authority) DFCCIL, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_(Rs.\_\_\_\_only).
- 3(a) We,\_\_\_\_(indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
- (b) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We,\_\_\_\_(indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by (Designation & Address of contract signing authority) on behalf of the Government, certify that the terms and conditions of the said agreement have been fully and properly

carried out by the said contractor (s) and accordingly discharges this guarantee.

5. (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government with invalidity/extended period of validity of guarantee from the date afore said.  
(b) Provided always that we\_\_\_\_(indicate the name of the Bank) unconditionally undertakes to renew this guarantee to extend the period of guarantee from year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we\_\_\_\_(indicate the name of the Bank) shall pay the Government the full amount guarantee on demand and without demur.
6. We, (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations here under to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor(s) and to for be or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sure ties for the said reservation would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor(s).
8. We,\_\_\_\_(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid upto\_\_\_\_(Date of completion plus 60 days beyond that). Unless extended on demand by Government, notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_ (Rs.....only) unless a demand under this guarantee is made on us in writing on or before ..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated \_\_\_\_\_ The day of \_\_\_\_\_ for  
(indicate the name of bank)

Signature of Bank Authorize official  
(Name): Designation: Full Address.  
Witness:

- 1.
- 2.

FORM No. 7

**SAMPLE**

**STANDING INDEMNITY BOND FOR “ON ACCOUNT” PAYMENTS  
(On paper of requisite stamp value)**

We, M/s\_\_\_\_\_here by undertake that we hold at our stores Depot/s at \_\_\_\_\_for and on behalf of the Managing Director/ DFCCIL acting in the premises through the Chief General Manager /PRAYAGRAJ/W/ DFCCIL or his successor (herein after referred to as “The Employer”) all materials for which “On Account” payments have been made to us against the Contract for ( ) on the section\_\_\_\_DFCCIL also referred to as Group/s\_\_\_\_vide letter of Acceptance of Tender dated\_\_\_\_and material handed over to us by the employer for the purpose of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him.

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

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

Dated this day\_\_\_\_\_day of\_\_\_\_\_2016 for and on behalf of  
M/s\_\_\_\_\_(Contractor) Signature of witness  
Name of witness in Block letter.  
Address.

For CGM/PRYJ/W

Tenderer

**FORM No. 8*****ECS / NEFT / RTGS*  
MANDATE FORM**

To,

CGM/Prayagraj (W)  
DFCCIL,

Date :-

Sub: ECS / NEFT / RTGS payments

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

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

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

**FORM No. 9**

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

***BETWEEN***

M/s.....having its registered office at..... (herein after referred to as ..... ) acting as the Lead Partner of the first part, **and** M/s.....having its registered office at..... (herein after referred to as') in the capacity of a Joint Partner of the other part. **and** M/s.....having its registered office at..... (herein after Referred to as.....') in the capacity of a Joint Partner of the other part.

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

**WHEREAS:**

Dedicated Freight Corridor Corporation of India Limited (DFCCIL) [herein after referred to as "Client"] has invited bidsfor ... "[Insert name of work]... "

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.
  - (i) Notice for Bid,and
  - (ii) Bidding document
  - (iii) Any Addendum/Corrigendum issued by Dedicated Freight Corridor Corporation of India Limited
  - (iv) The bid submitted on our behalf jointly by the Lead Partner.
2. The 'Parties' have studied the documents and have agreed to participate in submitting a 'bid' jointly.
3. M/s..... shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Client. For the purpose of submission of bid proposals, the parties agree to nominate as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. However, M/s..... shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s.....to M/s.....
4. The 'Parties' have resolved that the distribution of responsibilities and their proportionate share in the Joint Venture is as under:

(a)Lead Partner.



(i) .....

(ii) .....

(iii).....

(b) Joint Venture Partner

(c) (i) ..... (ii).....

(iii) .....

[Similar details to be given for each partner]

## **5. JOINT AND SEVERAL RESPONSIBILITY**

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

## **6. ASSIGNMENT AND THIRD PARTIES**

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

## **7. EXECUTIVE AUTHORITY**

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

## **8. BID SECURITIES**

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

## **9. BID SUBMISSION**

Each Party shall be a rits own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Client for the

Project. Common expenses shall be shared by all the parties in the ratio of their actual participation.

**10. INDEMNITY**

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

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

**12. DOCUMENTS & CONFIDENTIALITY**

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

**13. ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be Delhi.

**14. VALIDITY**

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

- a. The bid submitted by the Joint Venture is declared unsuccessful, or
  - b. Cancellation/shelving of the Project by the client for any reasons prior to award of work.
  - c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Client.
- 15.** This MOU is drawn in.....number of copies with equal legal strength and status. One copy is held by M/s.....and the other by M/s..... & .....M/s.....and a copy submitted with the proposal.
- 16.** This MOU shall be construed under the laws of India.

## 17. NOTICES

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

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

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

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

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

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

Witness:

- 1 .....(Name& Address)
- 2 .....(Name& Address)

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

**FORM No. 10**

**DRAFT FORMAT OF JOINT VENTURE AGREEMENT**

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

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

**CONDITIONS AND TERMS OF JV AGREEMENT**

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

**B. SCHEDULES**

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

\*\*\*\*\*

FORM No. 11

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

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

No.....

Dated

From:

.....

.....

To,

The Chief General Manager  
Dedicated Freight Corridor Corporation of India Limited  
Prayagraj (West)  
Gentlemen,

Re: ...“*[Insert name of work]*... ”.

Ref: Your notice for Invitation for Bid No. \_\_\_\_\_ Dated.....

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

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

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

OR

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

2. ‘In this group we act as leader and, for the purposes of applying for Bid, represent the Joint Venture:
3. In the event of our JV being awarded the contract, we agree to be jointly with (i) & (ii)..... (Names of other members of our JV) and severally liable to the Dedicated Freight Corridor Corporation of India Limited, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between Dedicated Freight Corridor Corporation of India Limited and our JV.
4. \*I/We, further agree that entire execution of the contract shall be carried out exclusively through the lead partner.

Yours faithfully, (Signature)

(Name of Signatory).....

(Capacity of Signatory).....

**Company Seal**

\* Delete as applicable

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

FORM No. 12

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

**POWEROFATTORNEY\***

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

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

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

Dated this the.....day of 2020.

**(Signature of authorised Signatory)**

**Signature of Lead Partner**

**Signature of JV Partner(s)**

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

Witness

Witness1:

Name:

Address:

Occupation:

Witness1:

Name:

Address:

Occupation:

*\*Notes:*

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

**FORM No. 13**

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

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

**POWER OF ATTORNEY\***

Whereas Dedicated Freight Corridor Corporation of India Limited has invited Bids for the work of “.....”.

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

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

**NOW THIS POWER OF ATTORNEY WITNESSETH THAT:**

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

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

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

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

Dated this the..... Day of..... 2020

.....

(Signature)

.....

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

<b>Witness 1</b>	
Name:	
Address:	
Occupation:	
<b>Witness 2</b>	
Name:	
Address:	
Occupation:	



FORM No. 14

**Registered Acknowledgement Due  
PROFORMA FOR TIME EXTENSION**

No.....Dated:

\_\_\_\_\_  
\_\_\_\_\_

Sub: (i) \_\_\_\_\_(name of work).  
(ii) Acceptance letter no.  
(iii) Understanding/Agreement no.

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

Dear Sir,

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

Yours faithfully

For and on behalf of the  
Employer Name of the  
Official:-  
Stamp/Seal of the Employer

FORM No. 15

CERTIFICATE OF FITNESS

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

6. Physical fitness

7. Identification marks \_\_\_\_\_

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

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

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

Signature or left hand

Thumb impression of the person examined.

Signature of Certifying Surgeon

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

**FORM No. 16**

Registered Acknowledgement Due

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

**DFCCIL**  
(Without Prejudice)

To

M/s \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_ In connection with

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

Kindly acknowledge receipt.

Yours faithfully

For CGM/PRYJ/W

Tenderer

**FORM No. 17**

Reference Para 62(1) Registered Acknowledgement Due

**PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK**

\_\_\_\_\_  
(Without Prejudice)

M/s \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_ In connection with \_\_\_\_\_

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the

Employer Name of the

Official:-

Stamp/Seal of the Employer

**FORM No. 17A**

Registered Acknowledgement Due

**PROFORMA OF 48 HRS. NOTICE  
for Part of the work**

**(DETAILS OF PART OF WORK TO BE MENTIONED)**

(Without Prejudice)

M/s \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_ In connection with \_\_\_\_\_

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the  
Employer Name of the

Official:-

Stamp/Seal of the Employer

**FORM No. 18**

Registered Acknowledgement Due

**PROFORMA OF TERMINATION  
NOTICE DFCCIL  
(Without Prejudice)**

No. \_\_\_\_\_

Dated

To

M/s

Dear Sir,

Contract Agreement No. \_\_\_\_\_ In connection with

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the

Employer Name of the

Official:-

Stamp/Seal of the Employer

**FORM No. 18A**

*Registered Acknowledgement Due*

**PROFORMA OF TERMINATION NOTICE**  
(Without Prejudice)

No. \_\_\_\_\_

Dated \_\_\_\_\_

To \_\_\_\_\_

M/s \_\_\_\_\_

\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_ In connection with

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

Yours faithfully

For and on behalf of the

Employer Name of the

Official:-

Stamp/Seal of the Employer

FORM No. 19

**SAMPLE FORMAT OF BANK GUARANTEE FOR MOBILISATION ADVANCE**

Bank guarantee made on this Between..... (Here in after called "**the Bank**") of the One Part and Dedicated Freight Corridor Corporation of India Limited. (Here in after called "**the Employer**") of the other Part.

WHEREAS Dedicated Freight Corridor Corporation of India Limited has awarded the Contract no..... for "....." (Here in after called "**the Contractor**"), having its registered office at .....

AND WHEREAS vide Clause 1.5.20 of Part -II, Special Conditions of Contract, Mobilization Advance up to \_\_% (\_\_percent) of the original contract value of Rs... Is payable to the contractor against Bank Guarantees, the contractor hereby applies for Mobilization Advance of \_\_\_\_% (\_\_\_\_percent) amounting to Rs...../- (Rupees ) of the Contract Price,

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

We, Bank of ....., do hereby unconditionally, irrevocably and without demur guarantee and undertake to pay the Employer immediately on demand any or all money payable by the contractor to the extent of Rs...../- (Rupees.....) without any demur, reservation, context, recourse or protest and/or without any reference to the contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the contractor on any dispute pending before any court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

This guarantee is valid till .....

At any time during the period in which this guarantee still valid of the contractor fails to fulfil its obligation under the Contract, it is understood that the Bank will extend this guarantee under the same condition for the required time on demand by the Employer at the cost of the contractor.

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

The neglect or forbearance of the Employer in enforcement of payment of any money, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the Bank of their liability under this Deed. The expressions "the Employer", "the Bank" and "the contractor" here in



before used shall include their respective successors and assigns.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs...../-  
(Rupees.....)

This bank Guarantee shall be valid up to.....

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of Guarantee).

In witness whereof we of the Bank have signed and sealed this Guarantee on the .....day of ..... being herewith duly authorized.

For and on behalf of the Bank of.....

Signature of Authorized Bank Official

Name .....

Designation .....

Stamp/Seal of the bank .....

Signed, sealed and delivered for  
and on Behalf of the bank by the  
above named

.....in the presence of

Witness 1

Signature .....

Name .....

Address .....

Witness 2

Signature .....

Name .....

Address .....

**Form no.20**

**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on-----day of the month of----- 20xx, between, on one hand, the DFCCIL acting through Shri ----- Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s----- represented by Shri -----Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFOR,

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

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

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

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

**Commitments of the CLIENT**

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in

the bidding process, bid evaluation, contracting or implementation process related to the [B].

- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.
- 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the [A] to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

### **Commitments of BIDDERS**

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
  - 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.
  - 3.3 \* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.

- 3.4 \* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without Supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or Indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Bidder's firm, the same shall be disclosed by the [A] at the time of filling of tender.

The term 'relative' for this purpose would be as defined in section 6 of the companies act 1956.

3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

#### **4. Previous Transaction**

4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER's from the tender process.

4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

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

- i. Bank draft or a pay order in favor of \_\_\_\_\_.
- ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof of payment.
- iii. Any other mode or through any other instrument (to be specified in the RFP).

5.2 The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.

5.3 In case of the successful [A] a clause would also be incorporated in the article pertaining to performance Guarantee in the [B] that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

#### **6. Sanctions for Violations**

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
- (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
- (vi) To cancel all or any other contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the [A].
- (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- (viii) To recover all sums paid in violation of this pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
- (ix) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The client will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or Prevention of Corruption Act, 1988 or any

other statute enacted for prevention of corruption.

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

## **7. Fall Clause**

- 7.1 The [A] undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub systems way supplied by [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

## **8. Independent Monitors**

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDOER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be und 'contractual obligation to treat the information and documents of the [A] with confidentiality.
- 8.7 The client will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

9. **Facilitation of Investigation**

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

10. **Law and Place of Jurisdiction**

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

11. **Other Legal Actions**

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

12. **Validity**

12.1 The validity of this integrity pact shall be from date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the [B].

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

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

CLIENT  
Name of the officer  
Designation  
Deptt./Ministry/PSU  
Witness

BIDDER  
CHIEF EXECUTIVE OFFICER

witness

1. .... 2. ....

Note:

[A]- To be replaced by BIDDER/Seller/Consultant/Consultancy firm/Service provider as the case may be.

[B]- To be replaced by contract/supply contract/consultancy contract/works contract as the case may be.



**FORM No. 21****FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER  
ALONGWITH THE TENDER DOCUMENTS**

I..... (Name and designation)\*\* appointed as the attorney/authorized signatory of the tenderer (including its constituents),  
M/s .....(hereinafter called the tenderer for the purpose of the Tender documents for the work of .....as per the tender no. .... of ..... (DFCCIL), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website [www.ireps.gov.in](http://www.ireps.gov.in) . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the DFCCIL Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of upto five year. Further, I/we (insert name of the tenderer) \*\* and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year.

Place:

Dated:

SEAL AND SIGNATURE OF THE TENDERER

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

**PART III  
DRAWINGS**

<b>ALH DRAWING</b>			
<b>S.NO</b>	<b>ALH NO</b>	<b>CHAINAGE</b>	<b>GAD DRAWING NO</b>
1	235	336.240	1/AR/08A01
2	236	342.244	1/AR/06B01
3	237	348.740 #	1/AR/10C01
4	238	354.540	1/AR/10D01
5	239	360.586	1/AR/09B01
6	240	366.934	1/AR/15e01
7	241	372.650	1/AR/0301
8	242	383.350	1/AR/08C01
9	243	389.500	1/AR/13E01
10	244	395.050	1/AR/13C01
11	245	400.757	1/AR/14B01
12	246	406.590	1/AR/08D01
13	247	412.250	1/AR/13B01
14	248	417.700	1/AR/08B01
15	249	427.259	1/AR/08E01
16	250	432.905	1/AR/13D01
17	251	437.035	1/AR/09C02
18	252	442.999	1/AR/05A01
19	253	448.942	1/AR/05B01
20	254	454.917	1/AR/09D01

RH DRAWING				
S.NO	RH	Chainage	RH No	GAD DRAWING NO
1	New SJT	332.530	RH-01	1/AR/08101
2		334.540	RH-02	1/AR/08201
3	New RUB	377.240	RH-01	1/AR/09101
4		379.230	RH-02	1/AR/09201
5	New MWH	421.630	RH-01	1/AR/10101
6		423.640	RH-02	1/AR/10201
7	New CNB	459.500	RH-01	1/AR/11101
8		461.300	RH-02	1/AR/11201

**END OF DOCUMENT**