



**Tender No. AII/EN/WC/RUB DW/BWA-IQG/2020-21/T-2**

For

***Hiring of Pumps for dewatering at LHS/RUBs and other ancillary works from IR Km 458 to Km.631 in Madar Jn-Iqbalgarh Section under CGM-Ajmer unit of Western Dedicated Freight Corridor.***

# **TENDER DOCUMENT**

**APRIL-2020**

**(PARTICIPATION THROUGH E-TENDER ONLY)**

E-tendering site- [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)

Help: Please contact Tender wizard helpdesk at 011-49424365

**Employer:**

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED**

**(A GOVERNMENT OF INDIA ENTERPRISE)**

**UNDER**

**MINISTRY OF RAILWAYS**

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## **Instructions to bidders for online bidding**

**General:** - Submission of Online Bids is mandatory for this Notice Inviting Tender. e-tendering is new methodology for conducting Public Procurement in a transparent and secured manner. Supplier/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL has decided to use the portal ([www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)) of M/s. ITI, a Government of India Undertaking. Benefits to Suppliers/ service providers are outlined on the Home page of the portal.

### **Instructions:-**

#### **1. Online Bidding Methodology:**

Online Bid System

#### **2. Broad outline of activities from Bidders perspective:-**

- a. Procure a Digital Signing Certificate (DSC)
- b. Register on Electronic Tendering System (ETS)
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on (ETS)
- e. Download Official copy of Tender Documents from ETS.
- f. Clarification to Tender Documents on ETS - Query to DFCCIL (Optional) - view response to queries posted by DFCCIL through addendum.
- g. Bid Submission on ETS: Prepare & arrange all documents/ papers for submission of bid online and tender fees & EMD deposit on offline.
- h. Attend Public Online Tender Opening Event (TOE) on ETS.
- i. Post TOE clarification on ETS (Optional). Respond to DFCCIL's post - TOE queries.

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1:- It is advised that all the documents to be submitted (See section 2 & 3 of tender document) are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2:- **While uploading the documents it should be ensured that the file name should be the name of the document itself.**

- 3. Digital Certificate:** For integrity of data and its authenticity/ non repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authority (CCA) (refer <http://www.cca.gov.in>).

**4. Registration:**

The Tender documents can be downloaded from the website: [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and to be submitted in the e - format. Cost of the Tender Documents and Bid Security (EMD) have to be submitted to DFCCIL's office, Ajmer in the form of Pay Order, Demand Draft, Banker's Cheque & FDR, as per address given in the BID Documents, Tender fee and Bid Security (EMD) can also be deposited through E. payment. before the schedule date & time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender documents from the website to keep themselves abreast of such amendments before submitting the tender documents.

Intending bidders are requested to register themselves with M/s. ITI through [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) for obtaining user - ID, Digital Signature etc. By paying Vendor registration fee and processing fee for participating in the above mentioned tender.

DFCCIL, has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

- 5. DFCCIL, has decided to use process of e-Tendering for inviting this tender and thus the physical copy of the tender documents would not be sold/ accepted.**
- 6.** To participate in E-tender, it is mandatory for Tenderer (s) to get themselves registered with the Tender Wizard and to have user ID & Password. Payment of registration fee can be done through [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)

Help Desk	<b>Deepak Jangid</b>
Telephone / Mobile Number	<b>9680005669</b>
Helpline No. (Delhi)	<b>011-49424365</b>

DFCCIL Contact- 1	<b>Sh. Amarjeet Singh</b>
Telephone/Mobile No.	<b>9358868273</b>
E-mail ID	<b><a href="mailto:amarjeetsingh@dfcc.co.in">amarjeetsingh@dfcc.co.in</a></b>

DFCCIL Contact- 2	<b>Sh. R.M.Meena</b>
Telephone/Mobile No.	<b>9024464364</b>
E-mail ID	<b><a href="mailto:rmmeena@dfcc.co.in">rmmeena@dfcc.co.in</a></b>

DFCCIL Contact- 3	<b>Sh. S.P.Singh</b>
Telephone/Mobile No.	<b>9001895246</b>
E-mail ID	<b><a href="mailto:spsingh1@dfcc.co.in">spsingh1@dfcc.co.in</a></b>

**7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION AS PER BID:-**

The bidder shall furnish, as part of his bid document establishing the bidders' eligibility. All these documents should be numbered and should be signed by bidder in each page.

- 7.1 The tenderer shall drop the Original DD of Bid Security (EMD) and Cost of Tender Document in the tender box in DFCCIL office, Ajmer or by post in the form of Pay Order, Demand Draft, Banker's Cheque & FDR as per address given in Bid documents before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. Tender fee and EMD can also be deposited through e-payment. The tender processing fees, as per applicable rate payable through the e- payment gateways to ITI limited is Non-refundable.
- 7.2 Tender documents (s) in original, duly filled in should be signed by bidder or his Authorize representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.
- 7.3 Copy of PAN card.
- 7.4 The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.
- 7.5 In case of proprietorship firm bidder will submit an affidavit, attested by Notary Public that "I am a sole proprietor of the firm \_\_\_\_\_" in case of \_\_\_\_\_ proprietorship firm on Non Judicial stamp paper of Revenue.
- 7.6 Bidder's profile duly filled in, as per tender document.
- 7.7 Power of Attorney
- 7.8 Article of association and memorandum in case of private/public limited company.
- 7.9 Copy of E.P.F. registration.
- 7.10 Copy of ESI Certificate.
- 7.11 Copy of service tax registration no.
- 7.12 Certificate for non near relative in DFCCIL.
- 7.13 The tender fee and EMD as per tender document is to be deposited in the tender box kept in DFCCIL unit office Ajmer, as per address given in Bid document before the schedule date and time of submission of the tender otherwise the Bid will not be considered and shall be summarily rejected.

Alternative, tender fee and EMD can also be deposited by RTGS before the last date and time of submission of online bid. In such case, no documents are required to be deposited physically in the tender box. Scanned copy of RTGS receipt, duly indicating UTR number should be uploaded online along with the tender. Details of DFCCIL/Ajmer bank account for making payment by RTGS are as under:

Name	<b>CPM DFCCIL Ajmer</b>
Bank account number	<b>309801010900234</b>
IFSC code	<b>UBIN0546836</b>
Bank Name	<b>Union Bank of India</b>
Bank Branch	<b>Moti Bagh I Branch, New Delhi-110066</b>

The entire bid document shall be scanned & uploaded online on the website. The hard copy of those pages should be scanned after signed and stamp.

**7.13.1 Being Works tender all Micro and Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum shall not be given benefits towards Tender Fee and Earnest Money (EMD) as this facility is applicable only for Goods & Services tenders.**

**7.13.2 No JV firm will be considered for participation being less value.**

**7.13.3 Tender documents not submitted in the proper Forms and/or not uploaded duly signed are liable to be rejected. No communication in this regard shall be entertained.**

Note: - Any discrepancy found in the downloaded tender document submitted by the bidder compared to uploaded tender document, the tender document uploaded by the DFCCIL will be treated as valid and any changes (found in the tender document submitted by the bidder) at any stage, will be treated as fraud done to the DFCCIL, and will be liable to cancellation of agreement done (if any) & appropriate action will be taken against the bidder.

**8.0 The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:**

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (DFCCIL should not be responsible for any problem arising out of internet connectivity issues).

**Method for submission of bid documents**

In this TENDER the bidder has to participate in e-bidding online. Some documents are to be submitted physically offline mentioned below:

- 1) Cost of Bid Document
- 2) Bid Security / EMD

**Note: The Bidder has to upload the Scanned copy of all above said documents during Online Bid submission also. In case tender fee and EMD are paid through e-payment, then scanned copy of receipt duly indicating UTR number is to be uploaded.**

**9.0 Price schedule**

Utmost care may kindly be taken to upload price schedule. Any change in the format of price Schedule file shall render it unfit for bidding. Following steps may be followed

- i) Down load price schedule part
- ii) Fill rates in down loaded price schedule
- iii) Save filled copy of downloaded price schedule file in your computer and remember its name & location for uploading correct file (duly filled in) when required.
- iv) Tenderer(s) should download 'financial offer.xls' file, quote their rates in the applicable field and save it. Tenderer(s) can upload the filled up 'financial\_ offer.xls' file. Name of the downloaded 'financial\_ offer.xls' file must not be changed.
- (v) **Contractor should bear the fact in mind while quoting the rates that GST will be paid by DFCCIL as per prevailing rate to Contractor for further deposition of GST to State Govt. and/or Central Govt.** as applicable. Documentary evidence of deposition of GST will be produced by contractor.

**10.0 Modification / Withdrawal of bids:**

- (i) The Bidder may modify/ withdraw its e- bid after submission prior to the Bid Due Date & time. No Bid shall be modified / withdrawn by the Applicant on or after the Bid Due Date & time.

- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

**Other instructions**

For further instructions, the vendor should visit the portal ([www.tenderwizard.com](http://www.tenderwizard.com)), and login to it and upload documents of bid.

**Important Note:** It is strongly recommended that all authorized users of supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action.

**Help desk for E- Tendering :-**

1. For any difficulty in downloading & submission of tender document at website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), please contact at tenderwizard.com helpdesk no 011-49424365 or mobile no 7738875559/7666563870/7276698860.

2. Bidder manual & system requirement is available on website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) for necessary help.

# **NOTICE INVITING E-TENDER**

## **PART - I Chapter I**



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

No: AII/EN/WC/RUB DW/BWA-IQG/2020-21/T-2

DATE:30.04.2020

**NOTICE INVITING TENDER**

**National Competitive Bidding**

Dear Sir/s,

**Name of work:** Hiring of Pumps for dewatering at LHS/RUBs and other ancillary works from IR Km 458 to Km.631 in Madar Jn-Iqbalgarh Section under CGM-Ajmer unit of Western Dedicated Freight Corridor.

**1.1.1** Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, A-1, CIRCULAR ROAD Ajmer-305001, India, invites e-tenders on Single Packet system on prescribed forms from firms / Companies Ventures having requisite experience and financial capacity for execution of the following work:

Table 1				
Sr. No.	Name of work	Tender cost (₹.)	Earnest money (₹.)	Completion Period
1.	Hiring of Pumps for dewatering at LHS/RUBs and other ancillary works from IR Km 458 to Km.631 in Madar Jn-Iqbalgarh Section under CGM-Ajmer unit of Western Dedicated Freight Corridor	1,07,33,606/-	2,14,700/- (Two Lacs Fourteen Thousand Seven Hundred only)	04 months

**1.1.2** Eligibility shall be assessed on applicants, fulfilling the technical capability and competence as well as for financial and organizational resources as specified in clause no. 1.3.13 (i) A & B of Preamble and General Instruction to tenders (Part - I, Chapter III).

**1.1.3** Tender document can be downloaded from the website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and [www.dfccil.gov.in](http://www.dfccil.gov.in). The Tender Bid shall be submitted online on website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) up to 20.05.2020 upto 15:00 hrs

Tender Fee amount of Rs 5000/- + 18% GST (non-refundable) in the form of Demand Draft, Bank's cheque, pay order in favour of CPM-DFCCIL, payable at Ajmer issued by any Nationalized/Schedule Bank to be deposited in the tender box kept in DFCCIL unit office, Ajmer or by post or through e-payment as per address/reference given in Tender documents before the schedule date and time of online submission of the tender otherwise the Tender will not be considered and shall be summarily rejected. DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED shall not be responsible for any postal delay. Tenderer shall deposit the cost of tender document (non-refundable) failing which his tender shall not be opened. Tenderer are advised not to make any correction /addition /alteration in the downloaded tender documents. If any such correction /addition /alteration in downloaded tender documents are made such tenders shall not be considered.

**1.1.4** DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases the addendum(s)/corrigendum(s) shall be placed on DFCCIL's website: [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and [www.dfccil.com](http://www.dfccil.com). The tenderer who have downloaded the tender documents from the website before issue of addendum(s)/

corrigendum(s) must visit the website and ensure that such addendum(s) / corrigendum (s) (if any) is also downloaded by them. Such addendum(s) / corrigendum (s) (if any) shall also be submitted duly stamped and signed along with the submission of tenders. Any tender submitted without addendum(s) / corrigendum(s) (if any) shall be summarily rejected.

- 1.1.5** The tender documents shall be in two separate sealed packets viz Packet - A containing TECHNICAL BID and Packet - B containing FINANACIAL BID. Detailed credential as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in technical bid. Summary of Prices (Form No. 3) with % age above or below or at par on the amount of schedules "A", "B" and "C" duly filled in along with Schedule of Prices (Form - 4) are to be submitted in "Financial Bid".
- 1.1.6** Tender shall be submitted as per "General Instruction to Tenderers" forming as part of the complete tender documents.
- Tenders shall be opened at 15:30 hours on 20.05.2020.***
- 1.1.7** Any tender received without Earnest money and cost of tender documents shall not be considered and shall be summarily rejected.
- 1.1.8** DFCCIL reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
- 1.1.9** 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. EMD of such tenderers shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
- 1.1.10** Information as required as per various Forms to tender document should be submitted by the tenderers without fail strictly as per formats.
- 1.1.11** Joint venture (JV) firms not allowed to bid.
- 1.1.12** The validity of offer shall be 45 days from the date of opening of the tender and extend further if required from time to time. The Bidder cannot withdraw their offer within the period of validity/extended validity lest liable to be disqualified.

Dy.Chief Project Manager-I,Ajmer  
For & on behalf of DFCCIL

# **GENERAL INFORMATION / DATA SHEET**

**PART - I****Chapter II****GENERAL INFORMATION/DATA SHEET**

TENDER NOTICE NO.	Tender No. AII/EN/WC/RUB DW/BWA-IQG/2020-21/T-2
Name of work	Hiring of Pumps for dewatering at LHS/RUBs and other ancillary works from IR Km 458 to Km.631 in Madar Jn-Iqbalgarh Section under CGM-Ajmer unit of Western Dedicated Freight Corridor
(a) Tender Value	Rs 107,33,606/-
(b) Completion Period	04 months
(c) Earnest Money	Rs. 2,14,700/-
(d) Tender Fees	Rs. 5000/- + 18% GST which is not refundable.
(e) Last Date and Time of Downloading of Tender from website <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> and <a href="http://www.dfccil.gov.in">www.dfccil.gov.in</a>	20.05.2020 up to 15:00 hrs.
(f) Last date and Time of online submission of Tender on website <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a>	20.05.2020 up to 15:00 hrs
(g) Date and Time of Opening of Tender (Technical bids -Packet A)	On 20.05.2020 up to 15:30 hrs
(h) Validity of offer	45 days
(i) Retention Money / Security Deposit	5 % of Contract Value
(j) Performance Bank Guarantee	Performance Guarantee (PG) have to be submitted within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA), amounting to 5% of the contract value in the form as given in clause 16.4 of GCC

**Note :** Contractor should bear the fact in mind while quoting the rates that GST will be paid by DFCCIL as per prevailing rate to Contractor for further deposition of GST to State Govt. and/or Central Govt. as applicable. Documentary evidence of deposition of GST will be produced by contractor.

# **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 shareholder of the DFCCIL.

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

**(ii) Dedicated Freight Corridor**

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

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

Proposed alignment of DFC has been generally kept parallel to existing Indian Railway line except provision of detours at some stations where the existing yards /cities are congested .

Level Crossings (LC's) are generally unsafe locations and also a congestion points for road/rail's users. These LC's are operational bottlenecks for Railways /DFCCIL in terms of loss in punctuality and reduction in line capacity. Construction of ROB(s)/ RUB(s) is financially and operationally beneficial apart from the fact that it improves the safety of Rail / Road users.

Road under bridges (RUB) are being constructed on the level crossings falling on Eastern Corridor of DFCCIL. These RUBs shall span over the existing railway lines and the proposed DFCC lines. The Approaches of RUBs shall be constructed in Railway and DFCCIL portion only with U shape RCC approach with galvanized sheet roofing on steel tubular pipe structure and truss.

**(iii) Scope of Work**

On behalf of President of India, Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, A-1, CIRCULAR ROAD Ajmer-305001, India herein after referred to as 'DFCCIL' is inviting e-tenders from Firms/ Companies/Joint Ventures having requisite experience and financial capacity for execution of the following work:

*"Hiring of Pumps for dewatering at LHS/RUBs and other ancillary works from IR Km 458 to Km.631 in Madar Jn-Iqbalgarh Section under CGM-Ajmer unit of Western Dedicated Freight Corridor."*

- (iv) Scope of work is as per the requirements given in the bid document but not limited to:
- (a) Hiring of Dewatering Pumps of various capacity for approx.38 RUBs between Bhinwaliya to Iqbalgarh Stations.
  - (b) Hiring of JCB as detailed in USSOR of North Western Railways.
  - (b) Other miscellaneous works as detailed in USSOR of North Western Railways.

**(v) Cost of the work:**

The estimated cost of the tendered work is approximately **Rs. 107,33,606/-**.

**Contractor should bear the fact in mind while quoting the rates that GST will be paid by DFCCIL as per prevailing rate to Contractor for further deposition of GST to State Govt. and/or Central Govt.** as applicable. Documentary evidence of deposition of GST will be produced by contractor.

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

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

**(vii) Location**

Works are to be executed for approx.38 RUBs between Bhinwaliya to Iqbalgarh Stations in the jurisdiction of Ajmer division of North Western Railway under Chief General Manager/Ajmer Unit. However, 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 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 **through online only on website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)** as under: -

Eligibility/Qualifying element of the Tender Bid along with other documents mentioned in para 1.3.2 (b) (i) and Price elements of the Tender Bid as per para 1.3.2 (b) (ii).

The Tender Bid shall be opened on the date of tender opening and the detailed scrutiny shall be carried out. The detailed procedure for tender opening and processing is given in Para 1.3.5.

**1.3.2(b) Form of Tender**

The Tender documents shall be in **One packet** "containing technical and financial credentials. Detailed credentials as per the requirement of eligibility criteria and all tender

papers alongwith Summary of Prices and Schedule of Prices are to be submitted with percentage above /below / at par duly filled”.

Any tender received later than the time and date of submission of tenders shall be rejected.

***Tenders not submitted in the proper Forms and/or not uploaded duly signed are liable to be rejected.***

**Documents to be enclosed with the TENDER BID :-**

S. No	Description	Documents
(1)	Offer letter complete.	Form No.1
(2)	Tenderer's credentials in accordance With para1.3.13 (i) & (ii) of Preamble and General Instructions to Tenderers.	Form No. 2A,2B&2C
(3)	Earnest money in accordance with Para 1.3.8 and Cost of Tender Document in case of downloaded tenders in accordance with Para1.3.4.3 of Preamble and General Instructions to Tenderers in an envelope.	
(4)	Written confirmation authorizing the signatory of the tender to commit the tenderer and other documents as per format as applicable, in accordance with para1.3.6 of Preamble and General Instructions to Tenderers.	
(5)	Summary of Prices, Schedule of Prices & Total Prices	Form No.3 & 4

### 1.3.3 Tender Document

This tender document consists of following five parts along with Instructions to bidders for online bidding:

CHAPTERS	DESCRIPTION
<b>PART - I</b>	
Chapter I	Notice Inviting Tender
Chapter II	General Information / Data sheet
Chapter III	Preamble and General Instructions to Tenderers
Chapter IV	General Conditions of Contract
Chapter V	Special Conditions of Contract
<b>PART - II</b>	Technical Specifications
<b>PART - III</b>	Additional Technical Specifications
<b>PART - IV</b>	
Chapter I	Mile Stones and Time Schedule
Chapter II	Tender Forms (including Schedule of Prices)
<b>PART - V</b>	Drawings

### 1.3.4 Sale and Submission of Tender Document

**1.3.4.1** Tender document can be downloaded from the websites: [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) or



[www.dfccil.gov.in](http://www.dfccil.gov.in) . Cost of Tender document shall be deposited with Demand Draft / Banker's cheque of Rs.5000/-+18% GST payable at Ajmer in favour of CPM/DFCCIL/Ajmer. The cost of the tender form is not refundable and also not transferable.

The tender fee and EMD as per tender document is to be deposited in the tender box kept in DFCCIL unit office Ajmer, as per address given in Bid document before the schedule date and time of submission of the tender otherwise the Bid will not be considered and shall be summarily rejected. Alternative, tender fee and EMD can also be deposited by RTGS before the last date and time of submission of online bid. In such case, no documents are required to be deposited physically in the tender box. Scanned copy of RTGS receipt, duly indicating UTR number should be uploaded online along with the tender. Details of DFCCIL/Ajmer bank account for making payment by RTGS are as under:

Name	<b>CPM DFCCIL Ajmer</b>
Bank account number	<b>309801010900234</b>
IFSC code	<b>UBIN0546836</b>
Bank Name	<b>Union Bank of India</b>
Bank Branch	<b>Moti Bagh I Branch, New Delhi-110066</b>

The entire bid document shall be scanned & uploaded online on the website. The hard copy of those pages should be scanned after signed and stamp.

#### 1.3.4.2 Clause applicable for tender documents downloaded from Internet

Tenderer/s is free to download tender documents at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. Master copy of the tender document will be available in the office of Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, A-1, Circular Road, Near SP-GRP office, Ajmer-305001 India. After award of the work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, A-1, Circular Road, Near SP-GRP office, Ajmer-305001 India and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents downloaded from the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

#### 1.3.4.3 Cost of Tender documents downloaded from internet

Tender documents are available on Dedicated Freight Corridor Corporation of India Limited website i.e. [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) or [www.dfccil.gov.in](http://www.dfccil.gov.in) and the same can be downloaded and used as tender documents for online submitting the offer. The cost of the tender document as indicated above in para 1.3.4.1 above will have to be deposited by the tenderer in the form of Demand draft/ banker's cheque/e-payment payable in favour of CPM/DFCCIL/Ajmer. This should be paid separately and not included in the earnest money. **In case, the cost of the tender document as detailed above is not deposited, tender will be summarily rejected.**

1.3.4.4 Complete tender documents must be submitted online duly completed in all respect **upto 15.00 Hrs. on 20.05.2020. The TENDER BID** will be opened at **15.30 Hrs.** on the same day. Any modified date and time for online submission of tenders shall be uploaded on DFCCIL website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) or [www.dfccil.gov.in](http://www.dfccil.gov.in).

**1.3.4.5 Deleted**

**1.3.4.6 Deleted**

**1.3.4.7** Each page of the tender papers is to be digitally signed by the tenderers or such person/s on his/their behalf that is/are legally authorized to sign for him / them.

**1.3.4.8 Care in Submission of Tenders –**

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 quoted rates by tenderer in tender forms are adequate and all-inclusive in item of Taxes (except GST), Duties & Levies etc. in terms of General/Special Conditions of Contract for the completion of works to the entire satisfaction of the Employer .

**1.3.4.9** Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.

**1.3.4.9.1 Pre-bid conference:** There will be no pre-bid conference

All communication between the Employer and the tenderer shall be in writing. For the purposes of seeking clarification, the Employer's address is:

**Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, A-1, Circular Road, Near SP-GRP office, Ajmer-305001, India** Telephone & FAX: +91-145-2970463, Electronic mail address: dfccil.ajmer@hotmail.com

**1.3.5 Opening of Tender:**

- (a) Tender will be opened at 15.30 hrs. on 20.05.2020 in the Dedicated Freight Corridor Corporation of India Limited, Conference Room; **Chief General Manager , Dedicated Freight Corridor Corporation of India Limited, A-1, Circular Road, Near SP-GRP office, Ajmer-305001.**
- (b) After the opening of “BID” 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 short listed.

**1.3.6 Constitution of the Firm:-**

**1.3.6.1** Tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership firm / Company. The tenderer(s) who is / are constituents of the firm / Company, shall enclose self-attested copies of the constitution of their concern, Partnership Deed and Power of attorney along with their tender. Tender documents in such cases shall be signed by such persons as may be legally competent to sign them on behalf of the firm / company as the case may be.

**1.3.6.2** The tenderer shall give full details of the constitution of the Firm / Company and shall also submit following documents (as applicable), in addition to documents mentioned above:

- (a) Sole Proprietorship Firm: The tenderer shall submit the notarized copy of the affidavit.
- (b) Partnership Firm : The tenderer shall submit self-attested copies of (i) registered / notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the agreement, witness measurements, sign

measurement books, receive payments, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, Sign "No claim Certificate", refer all or any dispute to arbitration and to take similar action in respect of all tenders / contracts or said tender / contract.

- (c) Companies registered under Companies Act-1956: The tenderer shall submit (i) the copies of Memorandum of Association (MOA) and Articles of Association (AOA) of the company; and (ii) Power of attorney duly registered / notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the tender on behalf of company.

**1.3.6.3** If it is mentioned in the tender submission that it is being submitted on behalf of / by a sole Proprietorship Firm / Partnership Firm /registered Company etc. but above-mentioned documents (as applicable) are not enclosed along with tender, the tender shall be summarily rejected.

If it is NOT mentioned in the tender submission that it is being submitted on behalf of / by a Sole Proprietorship Firm / Partnership Firm / Registered company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

After opening of the tender, any document pertaining to the constitution of the Firm shall neither be asked nor be entertained / considered by DFCCIL.

**1.3.6.4** A tender from Partnership Firm etc. shall be considered only where permissible as per the tender conditions.

**1.3.6.5** 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 submission of tender. It may, however, recognize such power of attorney and changes after obtaining proper legal advice.

**1.3.7 Validity of Tender:-**

Tenderer shall keep his offer open for a minimum period of **45 days** from the date of opening of the tender or as mentioned in the Tender Notice.

**1.3.8 Earnest Money/Bid Security:-**

- (a) The tender must be accompanied by Earnest Money in favour of CPM/DFCCIL, Ajmer deposited in any of the forms as mentioned in 1.3.8(c), failing which the tender will not be considered.
- (b) The earnest money shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in this tender i.e. 45 days from the date of opening of tender. If the validity of the offer is extended, the validity of earnest money should also be extended failing which the offer after the expiry of the aforesaid period may not be considered by the DFCCIL.
- (c) The Earnest money/Bid security shall be in any of the following forms:  
***e-payment/Banker's cheque/Demand Draft executed by nationalized/ Indian Scheduled commercial banks.***
- (d) It shall be understood that the tender documents have been downloaded/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 resale from his offer or modify the terms and conditions, thereof in a manner not acceptable to the Employer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.
- (e) The earnest money of the unsuccessful tenderer(s) will, save as here- in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession nor be liable to pay

interest thereon.

**NOTE:** No interest shall be paid by DFCCIL on earnest money amount.

**All Micro and Small Enterprises (MSEs)** who are having Udyog Adhar Memorandum **shall not be given benefits towards Tender Fee and Earnest Money (EMD)** in terms of Railway Board Letter No.2010/RS(G)/363/1 dated 31.03.2016 being this facility ***applicable for Goods & Services only not for works tender.***

### 1.3.9 Execution of Contract Agreement:-

The Tenderer whose tender is accepted shall be required to appear in person at the office of Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, A-1, Circular Road, Near SP-GRP office, Ajmer-305001 India or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within 30 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tenderer whose tender is accepted refuses to execute the contract agreement as here in before provided, DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the Earnest Money.

### 1.3.10 Security Deposit on Acceptance of Tender:

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

### 1.3.11 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.

### 1.3.12 Right of DFCCIL to Deal with Tenders

- (a) The DFCCIL reserves the right of not to invite tenders for any of DFCCIL work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or to reject any tender or all tenders without assigning reasons for any such action.
- (b) The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the DFCCIL undertake to assign reasons for declining to consider or reject any particular tender or tenders.

### 1.3.13(i) Eligibility Criteria

#### (A): Technical Eligibility Criteria

Criteria	Documents
Requirement	Submission Requirements
The tenderer must have satisfactorily completed at least one single work, in last three previous financial years and the current financial year up to the date of submission of tender, of similar nature viz-a-viz <b>"Any Civil Engg. Works"</b> for a minimum value of 35% of advertised value of tender.	The tenderer shall upload the completion certificates / certified completion certificates from Govt. organization/PSUs/Public Limited Company. All documents should be attested by Notary before upload.

**Note:**

1. In case the tenderer/s is a partnership firm, the work experience shall be in the name of partnership firm only.
2. Completion certificate from Govt. organization /PSUs/Public Limited Company will be accepted. The certificate from Private individual/Private Company for whom such works are executed shall not be accepted.

**(B): Financial Eligibility Criteria**

<b>Criteria Requirement</b>	<b>Documents Submission Requirements</b>
The contractual payments received by the tenderer in the previous three financial year and the current financial year up to the date of submission of tender shall be at least <b>150% of advertised value of tender.</b>	Attested certificates from the employer/client, Certificates of CA showing contractual receipts in the last three financial years & current financial year; TDS certificates/Audited balance sheets clearly indicating the contractual amount received. All documents should be attested by Notary before upload.

**Note:** In case the tenderer/s is a partnership firm, the turnover etc. shall be in the name of partnership firm only.

**1.3.13 (ii) Credentials of Tenderer :** The tenderer shall provide satisfactory evidence in support of their technical and financial eligibility, which are acceptable to DFCCIL, as follows:

- (a) For Technical eligibility criteria, the details will be submitted in Form No. 2A along with supporting documents.
- (b) For Financial eligibility criteria, the details will be submitted in Form No. 2B along with supporting documents.
- (c) The tenderer shall submit the completion certificates/certified completion certificates from the client(s) or Photostat of original certificates of client. All documents either original or photocopy should be attested by Notary. These certificates should indicate the details of works carried out and successful commissioning of similar type of work executed by the tenderer. Completion certificate from Govt. organisation/PSUs/Public Limited Company will be accepted. The certificate from Private individual/Private Company for whom such works are executed shall not be accepted. In case, the work is executed for Public Limited Company, copy of work order, bill of Quantity, TDS certificate payments received and copy of final/last bill paid by client shall be submitted.

The following will be applicable for evaluating the eligibility:

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

However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original contract agreement value or last sanctioned contract agreement value whichever is lower, shall be considered for judging eligibility.

- (iii) As proof of sufficient financial capacity and organizational resources, contractor should have received total payments against satisfactory execution of all completed /on-going works of all types (not confined to only similar works) during the last three financial years and in the current financial year (up to the date of submission of the tender) of a value not less than 150% of



advertised tender value.

- (iv) Tenderer shall submit a statement of contractual payments received during last three financial years and current financial year on the prescribed Performa as per Form No. 2B. The details shall be based on the form 16-A issued by the employer i.e. the certificate of deduction of tax at source as per Income Tax Act 1961. The photocopies of Form 16-A shall be enclosed duly attested by Notary Public with seal and Notarial Stamp thereon or a certificate from auditor or audited balance sheet certified by Chartered Accountant clearly indicating the contractual amount received duly attested by Notary Public with seal and Notarial Stamp thereon.
- (v) The tenderer shall be considered disqualified/in-eligible if:
  - (a) The Tenderer or any of its partners and/or subcontractors included in the tender has been banned for business with Ministry of Railways/DFCCIL along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Website (<http://www.indianrailways.gov.in/railwayboard>) of Railway Board pertaining to banning of Business, with the banning being valid as on the date of submission the Tender.
  - (b) The Tenderer or any of its partners has suffered bankruptcy / insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of application.
- (vi) For the purposes of conversion of foreign currency to Indian rupees (INR) Bank Currency (BC) selling exchange rates as published by State Bank of India on the date 28 days prior to date of submission of tender shall be used. For few of the currencies where BC selling rates are not published by SBI or reserve bank of India, the exchange rate may be obtained from website- <http://www.oanda.com/currency/historical-rates> or <http://www.xe.com>.
- (vii) For the purpose of evaluation of proposals, all values given in INR in eligible qualification criteria and the values provided by the applicants in the proposal in the currencies other than INR shall be converted into one i.e. INR as per exchange rate mentioned in para (vi) above.

#### **1.3.14 Period of Completion**

The entire work is required to be completed in all respects within **4 months (Four 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.

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

#### **1.3.16 Quantum of work and materials:**

The indicative schedule of quantities of various items of works is included in Form - 4 of the tender documents

#### **1.3.17 Employer not bound to accept any tender:**

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

#### **1.3.18 Schedule of Prices**

The Schedule-1 of the tender document lists out the Schedule of Prices for various items. Based on these, the total tender value has also been worked out.

#### **1.3.19 Performance Guarantee: Refer relevant clause of GCC.**

**1.3.20** The tenderer shall furnish information for making payment through ECS/ NEFT / RTGS (Tender Form No. 8 placed at Part IV of the tender documents).

**1.3.21 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,"

**1.3.22 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.

**1.3.25 No form C & D shall be issued to the contractor for this work.**

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# **GENERAL CONDITIONS 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 hereunder except where the context otherwise requires:-
- (a) “Railway” shall mean the President of the Republic of India or the Administrative Officers of the DFCCIL or of the Successor DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.
  - (b) “General Manager of Railway” shall mean the officer - in-charge of the General Superintendence and Control of the Railway and shall mean and include their successors, of the successor Railway;
  - (c) “Chief Engineer” shall mean the officer -in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer(Construction), Chief Electrical Engineer, Chief Electrical Engineer(Construction) and shall also include GGM/GM of DFCCIL.
  - (d) “Divisional Railway Manager” shall mean the Officer in-charge of a Division of the Railway and shall also mean any officer nominated by Managing Director / DFCCIL and shall mean and include their successors of the successor Railway.
  - (e) “Engineer” and Employer’s Engineer shall mean the Chief General Manager of DFCCIL / PMC appointed by DFCCIL.
  - (f) “Engineer’s Representative” shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer, APM / PM / Dy.CPM / Add. CPM of DFCCIL in direct charge of the work and shall include any Sr. Sec. / Sec / Jr. Engineer / Executive / Sr. Executive, APM/PM/ Dy.CPM of DFCCIL of Civil Engineering / Signal & Telecommunication Engineering / Electrical Engineering Department appointed by the Railway / DFCCIL and shall mean and include the Engineer’s Representative of the successor Railway / 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 assigns.
  - (h) “Contract” shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of 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 of Railway” shall mean the schedule of rates issued under the authority of the Chief Engineer from time to time and shall also include Rates specified

in tender document.

- (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 may be issued by the Engineer from time to time.
  - (m) “Constructional Plan” shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
  - (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, in or 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.
- 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's and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the DFCCIL to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
- 2.(2)** If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project Authority/ DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/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 Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.
- 2.(3)** If for administrative or other reasons the contract is transferred to the Successor Railway/Successor Project Authority of DFCCIL the contract shall notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway /Project Authority/ DFCCIL in the same manner and take effect in all respect as if the Contractor and the Successor Railway/ successor Project Authority of DFCCIL had been parties thereto from the date of this contract. The contract shall be Administered/Managed by GGM/GM/Co/ 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 thereof. The contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- 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 inters 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 forthwith 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 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 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 any manner whatsoever without the special permission in writing of the DFCCIL. 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. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub- contractor and the DFCCIL and shall not relieve the contractor of any responsibility under the contract.
8. **Assistance by the DFCCIL for the Stores to be obtained by the Contractor:-** Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the DFCCIL may have agreed without any liability therefore to 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 aforesaid material the contractor shall not be deemed absolved of his own responsibility and shall keep in touch with day to day positions regarding their availability and accordingly adjust progress of works including employment of labour and the DFCCIL shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or 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 plant 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 may be determined by the Engineer.
15. **Indemnity by Contractors:-** The contractor shall indemnify and save harmless the Railway/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 act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
16. (1) **Security Deposit: -** The earnest money deposited by the contractor with this tender will be retained by the DFCCIL as part of security for the due and faithful fulfilment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 16.(2) **Recovery of Security Deposit:-** Unless otherwise specified in the special conditions, if any, the Security Deposit / rate of recovery / mode of recovery shall be as under:
  - (a) Security Deposit for each work should be 5% of the contract value.
  - (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security Deposit is recovered.
  - (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit. Security deposit shall be returned to the contractor after the expiry of the Defect Liability Period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this competent authority is of the rank lower than JA grade / Chief General

Manager, DFCCIL, then JA grade officer / Chief General Manager, DFCCIL (Concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways/DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

**Note:-**

- (i) After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR / irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (ii) In case of contracts of value Rs.50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

**16.(3)** No interest will 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 (1) of this clause will be payable with interest accrued thereon.

**16. (4) Performance Guarantee (P.G.)**

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 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 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- (b) The successful bidder shall submit the performance Guarantee 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 percent 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 except Co-operative Banks;
  - (vi) A Deposit in the Post Office Saving Bank;
  - (vii) A 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 per cent below market value or at the face value whichever is less.

**Note:** The instruments as listed above will also be acceptable for Guarantees in case of Mobilization advance.



- (c) The performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the contract agreement. The agreement should normally be signed within 30 (thirty) days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This P. G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
  - (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.
  - (e) The performance Guarantee (PG) shall be released after the physical completion of the work based on the 'completion certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit shall, however, be released only after the expiry of the defect liability period and after passing the final bill based on 'No Claim Certificate' from the contractor.
  - (f) Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk and 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 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 partnership firm.
  - (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India / DFCCIL is entitled under the contract (no withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
    - (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
    - (ii) Failure by the contractor to pay President of India / 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 the notice to the effect by Engineer.
    - (iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.
- 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 (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within

30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

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

- (i) **Extension due to modification:-** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- (ii) **Extension for delay not due to DFCCIL or Contractor:-** If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of Railways/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 neighbouring 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 may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for 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 Railways / DFCCIL:-** In the event of any failure or delay by the Railway / DFCCIL to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused



by the DFCCIL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the DFCCIL may grant such extension or extensions of the completion date as may be 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 no later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in clause 17 and 17-A, the DFCCIL may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of (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 under noted 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.

- (i) For contract value up to Rs. 2 lakhs - 10% of the total value of the contract
- (ii) For contracts valued above Rs.2 lakhs-10% of the first Rs.2 lakhs and 5% of the balance.

Further competent authority while granting extension to the currency of contract under clause 17. (B) Of GCC may also consider levy of token penalty as deemed fit based on the merit of the case. 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.

- 18.(1) Illegal Gratification:-** Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the DFCCIL, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the DFCCIL shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the DFCCIL and to the payment of any loss or damage resulting from such decision and the DFCCIL shall be entitled to deduct the amounts so payable from 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 into any monetary dealings and transactions either directly or indirectly with any employee of the DFCCIL and if he shall do so, the DFCCIL shall be entitled forthwith to rescind the contract and all other contracts with the DFCCIL. Any question or dispute as to the commission or any such offence or compensation payable to the DFCCIL under this clause shall be

settled by the Chief General Manager /TDL of the DFCCIL, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

### **EXECUTION OF WORKS**

- 19.(1) Contractor's understanding:-** It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- 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 affect 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 45 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/ Chief General Manager. 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 bench marks, 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 contractor in connection with the works shall bind the contractor as though it had been given by the Engineer provided always as follows.
- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice, the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
  - (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.
- 22. (1) Adherence to specifications and drawings: -** The 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 Engineer/ Chief General Manager 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/DFCCIL.
- 24. Damage to Railway / DFCCIL property or private life and property:-**The contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the 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 aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway / DFCCIL may incur in reference thereto, 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 aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.
- 25. Sheds, stores houses and Yards:-**The contractor shall at his own expense provide himself with sheds, stores houses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the contractor shall keep at each such sheds, stores houses and yard a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plan which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the contractor. The contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipment necessary for the execution of the works.
- 26. Provision of efficient and competent Staff at work sites by the Contractor:-**
- 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 workmen 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 workmen as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the Railway to rescind the contract under clause 62 of these conditions.

**26A. Deployment of Qualified Engineers at Work Sites by the Contractor:-**

**26A.1** Deleted.

**26A.2** Deleted.

**26A.3** Deleted

**27.(1) Workmanship and testing:-** The whole of the works and / or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings 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; is not in his opinion in accordance with the specifications and in case of default on the part of the contractor in carrying out such order the DFCCIL shall be entitled to rescind the contract under clause 62 of these conditions.

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



- being prepared.
- 29. Examination of work before covering up:-** The contractor shall give 7 days' notice to the Engineer or the Engineer's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.
- 30. Temporary Works: -** All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the 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 therewith shall be borne by the contractor.
- 31. (1) Contractor to supply water for works: -** Unless otherwise provided in the contract, the contractor shall be responsible for the arrangements to obtain 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.
- 31.(4)(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 Railway / DFCCIL: -** The Contractor shall take all reasonable care of all tools, plant and materials or other property whether or a like

description or not belonging to the Railway/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 workmen 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 damage done thereto.

**33.(2) Hire of DFCCIL / Railway's Plant:-** The Railway / 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 may be 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, alterations, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of contract, or otherwise according to law.

**34.(3) Provision of access to premises:-** During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall erect and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The 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 DFCCIL/Railway property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.

**35. 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 for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:-

- (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 aforementioned and when each such period of suspensions exceeds 14 days, the contractor shall be entitled to such extension of time for completion of the work as the Engineers may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

**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 an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the DFCCIL.

**37. Rates for items of works:-** The rates, entered in the accepted 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, centring, 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 of expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specifications.

**38. Deleted**

**39.(1) Rates for extra items of works:-** Any type 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 of Railway" modified by the tender percentage and such items are 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.

- 39.(2)** Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of rates as aforesaid according to the rates as shall be fixed by the Engineer. However if the Contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the Chief Engineer/Chief General Manager. within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's/Chief General Manager's decision after hearing both the parties in the matter would be final and binding on the Contractor and the DFCCIL.
- 40. (1) Handing over of works: -** The Contractor shall be bound to hand over the works executed under the contract to the DFCCIL complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the contractor shall be bound to observe any such determination of the Engineer.
- 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 affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer 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 a way as deemed fit and convenient to the Engineer.

#### **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 thereof shall be deemed conditional and shall not be binding on the DFCCIL unless and until the same is incorporated

in a formal instrument and signed by the DFCCIL and the Contractor, and till then the DFCCIL shall have the right to repudiate such arrangements.

**42.(1) Powers of modification to contract:-** The Engineer on behalf of the DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

**42.(2) (i)** Unless otherwise specified in the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.

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

**(iii)** 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.

**42.(3) Valuation of variations:-** The enlargements, extensions, diminution, reduction, alterations or additions referred to in sub-clause (2) of this clause shall in no degree affect the validity of the contract but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the specifications and drawings and the amounts to be paid 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.

**42.(4) Variations In Quantities During Execution of Works Contracts :-**The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

**1.** Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.

**2.** In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

**(a)** Operation of an item by more than 125% of the agreement quantity needs the approval of Competent Authority of DFCCIL;

**(i)** Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

- (ii) Quantities operated in excess of 140% but up to 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;
  - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
  - (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
  - (c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with approval of Competent Authority of DFCCIL.
3. In cases where decrease is involved during execution of contract:
- (a) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.
  - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of competent authority, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
  - (c) It should be certified that the work proposed to be reduced will not be required in the same work.
4. 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.
5. No such quantity variation limit shall apply for foundation items.
6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual 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).
7. - Deleted -
8. - Deleted -
9. - Deleted -
10. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per schedule of power of DFCCIL as per single tender should be obtained.

**Note:** Variation to be approved should be limited so as not to completely change the scope, character and purpose of the original contract.

### **CLAIMS**

- 43. (1) Monthly Statement of Claims: -** The Contractor shall prepare and furnish to the Engineer once in 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 or arising out of this contract, nor shall the DFCCIL entertain or consider any such claim, if made by the Contractor, after he shall have signed a “No Claim” Certificate in favour of the DFCCIL in such form as shall be required by the DFCCIL after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by “No Claim” Certificate or demanding a clearance to arbitration in respect thereof.

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

- 44. Quantities in 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. 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 measures. 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 measurement 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.
- 46. (1) “On-Account” Payments:-** The Contractor shall be entitled to be paid from time to time by way of “One-Account” payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer’s or the Engineer’s representative’s certificates of 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 retained earnest money and such retentions shall amount to 10% 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 up to 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 made by cheque/RTGS but no cheque will be issued for and amount less than Rs.100/-

**46A PRICE VARIATION CLAUSE: Not applicable hence deleted**

**1.6.6 GST**

GST as applicable from time to time on taxable value of each running account bill shall be paid by DFCCIL.

**1.6.7 PERMITS, FEES, TAXES & ROYALTIES.**

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

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

**1.6.8 STATUTORY INCREASE IN DUTIES, TAXES ETC.**

Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017 (CGST)/integrated Goods and Service Tax Act, 2017 (IGST)/Union Territory Goods and Services Tax Act, 2017/(UTGST)/respective state's State Goods and Service 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.

All the taxes and duties levied by the State and Central Govt and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies as mentioned in 1.6.7 above.

Further DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi etc **except GST**. At the time of quoting/bidding contractor should bear the above fact in mind.

*The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be*



*released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.*

**1.6.9 EXCISE DUTY OR ANY OTHER TAXES/DUTIES.**

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

**1.6.10 ROAD TAX CHARGES.**

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

**1.6.11 FOREIGN EXCHANGE REQUIREMENTS.**

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

**1.6.12 ANTI PROFITEERING CLAUSE.**

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

**47.0 Maintenance of works:- Deleted.**

**48. (1) Certificate of completion of works:** - As soon as in the opinion of the Engineer, the works has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect, of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The 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 faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost: and in case of default on the part of Contractor the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

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

or demand made by the Contractor or of additional varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.

**50.(1) Maintenance Certificate:-** Deleted.

**50.(2) Cessation of Railway's / 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 fulfilment of any obligation incurred under the provision of the contract prior to the issue of the maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations the contract shall be deemed to remain in force between the parties thereto.

**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 of the total quantity of work executed by the contractor up to the date of completion and on the accepted schedule or 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 delivered to the Engineer either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered "No Claim Certificate" and the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, 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 DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

**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 or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund any excess amount paid to him 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.

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

- (i) **For a contract of more than one crore of rupees,** the contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The contractor shall similarly produce vouchers; etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications



laid down in the contract.

- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.
- (iii) The obligations imposed by sub clause (i) & (ii) above is without prejudice to the obligations of the contractor under any statute rules or orders binding on the contractor.

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

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

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

- (i) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the DFCCIL, against any claim of this or any other DFCCIL or any other Department of the Central Government in respect of a payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.
- (ii) However, recovery of claims of DFCCIL in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other 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/Railways' 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 anyone of the partners of a Contractor's firm be a good and sufficient discharge to the DFCCIL in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good a sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the DFCCIL may hereafter have against the legal representative of any contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interest.

### **LABOUR**

*(The details regarding labour rules shown below are indicative, Guidelines issued from Central/State Govt. Labour deptt. from time to time may also be followed mandatory and details on shramik kalyan portal may please be updated by contractor, any breach of guidelines may force DFCCIL to take action as per GCC)*

- 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 Railway/DFCCIL shall be entitled to recover the same form any moneys due or accruing to the Contractor under this or any other Contract with the DFCCIL.

- 54A. Apprentices Act:-** Deleted.

- 55.0 Provisions of payments of Wages Act:** - The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If In compliance with the terms of the contract, the Contractor directly or through petty contractors of 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 never the less 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/DFCCIL deduct the same from moneys due to contractor in the terms of contract. The DFCCIL shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys

paid or payable by the DFCCIL by the 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.

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

- 55A.(1)** The contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.
- 55A.(2)** The Contractor shall obtain a valid licence under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid licence until the completion of the work. Any failure to fulfil the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.
- 55A. (3)** The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by him.
- 55A.(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.
- 55A.(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 fulfil his statutory obligations under the aforesaid Act or the rules the DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the DFCCIL under the section 20, sub-section (2) and section 2, sub-section (4) of the aforesaid Act, the DFCCIL shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the DFCCIL to the contractor whether under the contract or otherwise. The DFCCIL shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the DFCCIL full security for all costs for which the DFCCIL might become liable in contesting such claim. The decision of the DFCCIL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

**55B. 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.

**55C. 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, must get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration, issued from the Registering Officer of the concerned State Govt. (Labour Dept.). As per this Act, the tenderer shall be levied a cess @1% of cost of construction work, which would be deducted From each bill. Cost of material, when supplied under a separate schedule item, shall be outside the purview of cess.

**55D. Uploading the details on Shramik kalyan portal:-** *All contractor/s are required to upload details of their LOA, Engaged workmen, Wage payment details, PF/ESI details, Bonus details etc. on monthly basis and the uploaded details shall be available on public domain.* Contractor is to abide by the provisions of payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website '[www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in)'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of portal shall be done as under:

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

**55E.** While processing payment of any 'On Account Bill' or Final Bill' or release of 'advance' or performance Guarantee/security deposit', *contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in) 'till ..... month ..... Year.*

**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 deposit or 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 contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made there under in respect of all the persons directly or through the petty contractors or sub-contractors employed by him under this contract and shall indemnify the DFCCIL from and against any claims under the Mines Act, or the rules and regulations framed there under, by or on behalf of any persons employed by him or otherwise.
- 58.0 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.
- 59.(1) Labour Camps:-** The contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty contractors or sub-contractors and for temporary crèche (Bal-mandir) where 50 or more women are employed at a time. Suitable sites on DFCCIL land, if available, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by 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 endeavours to prevent any riotous or unlawful behaviour 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 neighbourhood of the works. In the event of the DFCCIL requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the contractor and if paid by the DFCCIL shall be recoverable from the contractor.
- 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 break out, the contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on health sites as required by the engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the DFCCIL and the cost therefore recovered from the contractor.
- 59. (6) Deleted**
- 59.(7) Medical facilities at site: -** The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the 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) Non-employment of female labour:** - The Contractor shall see that the employment of female labour on / in Cantonment areas, particularly in the neighbourhood of soldier's barracks, should be avoided as far as possible.
- 59.(10) 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 the President 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 (Performa 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 therein. 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 the regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

**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 to 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/Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the 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 Railways /DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The DFCCIL/Railway'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, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.
- 62. (1) Determination of contract owing to default of contractor: -** If the Contractor should:-
- (i) Becomes bankrupt or insolvent, or
  - (ii) Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
  - (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
  - (iv) Have an execution levied on his goods or property on the works, or
  - (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions, or
  - (vi) Abandon the contract, or
  - (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
  - (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
  - (ix) 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
  - (x) Fail to take steps to employ competent or additional staff and labour as required under clause 26 of the conditions
  - (xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required under clause 28 of the conditions, or
  - (xii) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this DFCCIL.



- (xiii)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways/DFCCIL for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or
- (xiii) (B) Fail to give at the time of submitting the said tender: -**
- (a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or
  - (b) The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or
  - (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer, or
  - (d) Being in incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or
  - (e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor.

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

To measure up or the whole or part of the work from which the contractor has been removed and get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final.

**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 the clause, being adopted.

- (a) the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any

sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.

- (b) 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.
- (c) 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 plan 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**

**63.0 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 Director(PP) /Group General Manager/ Chief General Manager(CGM)/ GM-Co/ GM,DFCCIL and the Director(PP)/ General Manager/ GM-Co, 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 8, 18, 22.(5), 39, 43.(2), 45.(a), 55, 55A.(5), 57, 57A, 61.(1), 61.(2) and 62.(1) to (xiii)(B) of General Conditions of contract or in any special clause of the 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 hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the DFCCIL of any certificate to which the contractor may claim to be entitled to, or if the DFCCIL fails to make a decision within 120 days, then and in any such case, but except in any of the 'excepted matters' referred to in clause 63 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)** The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the DFCCIL, shall be referred to arbitration and other matters shall not be included in the reference.

**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.

- (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.
- (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.
- (d) The place of arbitration would be New Delhi

**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 45 days of receiving the intimation from the Railways/DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railways/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)(i)** In cases where the total value of all claims in question added together does not exceed Rs.25,00,000 (Rupees twenty five lakhs only), the Arbitral tribunal shall consist of a sole arbitrator nominated by the MD/DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitrator is received by MD/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 officials, as the arbitrators. For this purpose, the DFCCIL will send a panel of more than 3 names of DFCCIL officers which may also include the name(s) of Officer(s) empanelled to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD/DFCCIL. Contractor will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway /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 DFCCIL for the purpose of appointment of arbitrator.

**64.(3)(a)(iii)** If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the 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) (a) (iv)** The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the arbitral Tribunal to make the award without any delay. The arbitral Tribunal should record day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
- 64. (3) (a) (v)** While appointing arbitrator(s) under sub-clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as 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 the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- 64. (3) (b) (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)(b)(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)(b)(iii)** A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 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 the DFCCIL from time to time and the fee shall be borne equally by both the parties.
- 64(7)** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.

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

- 65.0 Participation of Joint Venture (JV) Firms in Works Tender:** This Clause shall not be applicable for smaller works tenders of *value as approved and communicated by Railway Board /DFCCIL from time to time.*
- 66. MSME (applicable for Goods & Services only not for works tender).**
- 66.1** Public Procurement Policy for Micro and Small Enterprises (MSEs) may be followed if instructions issued from Central Govt. time to time upto opening of tender for works tenders, then participating MSE shall enclose with their offers the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:
- (i) District Industries Centers.
  - (ii) Khadi and Village Industries Commission.
  - (iii) Khadi and Village Industries Board.
  - (iv) Coir Board.
  - (v) National Small Industries Corporation.
  - (vi) Directorate of Handicraft and Handloom.
  - (vii) Any other body specified by Ministry of MSME.

The MSEs must also indicate the terminal validity date of their registration. MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs may be indicated and proof of same may be enclosed.

# **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 10 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.
- 1.5.5** **Quality Assurance Plan for Superstructure**
- (a) All materials used in the work shall be of the best quality as per codes / Specifications
  - (b) The contractor shall ensure quality at all necessary points, whether at manufacturer's works, or in his depot or at work site as well as during erection through Quality Assurance Plan.
  - (c) The Contractor shall adopt a suitable Quality Assurance Programme according to approved instructions, drawings, specifications, etc.
- 1.5.6** **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.
- 1.5.7** The decision of the Engineer shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.
- 1.5.8** This programme of the Contractor shall generally cover the followings: -
- 1.5.8.1** The organization to manage and implement the Quality Assurance programme.
- 1.5.8.2** The documentation control system:
- (i) Basic control system.
  - (ii) Adopted at manufacturer's work
  - (iii) Adopted at the Contractor Depot and work site.
- 1.5.8.3.** Procedure adopted for:
- (i) Source Inspection.
  - (ii) Incoming raw material inspection.
  - (iii) Verification of material purchased.
  - (iv) Fabrication Controls.
  - (v) Site erection controls.
- 1.5.8.4** Inspection and Test Procedure for:
- (i) Manufacture and quality control procedure.
  - (ii) Field activity.
- 1.5.8.5** System of handling and storage.
- 1.5.8.6** System of quality audit.
- 1.5.8.7** System of maintenance of records.



**1.5.8.8** 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 Deleted**

**1.5.10 Work by Other Agencies**

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

**1.5.11 Infringement of patents:**

- (a) The Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or 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.

#### **1.5.12 Insurance (CAR Policy ) -**

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

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

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

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

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

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

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

#### **1.5.13 Accident:-**

- (a) The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.

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

#### **1.5.14 Safety Measures:-**

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

#### **1.5.15 Guarantee / Defect Liability Period:-**

- (a) The Contractor shall guarantee that all the works executed under this contract shall be free from all defects and faults in material, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations, **for a period specified by DFCCIL 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.

#### **1.5.16 Final Acceptance: -**

- (a) The final acceptance of the entire work executed shall take effect from the date of expiry of the period of guarantee/Defect Liability period as defined in paragraph 1.5.15 above of the expiry of the last of the respective periods of guarantee of various structures, provided in any case that the Contractor has complied fully with his obligations under clause 1.5.15 in respect of each RUB, 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 1.5.15 above in respect of any work, the Employer may either extend the period of guarantee in respect of that work until the necessary works are carried out by the Contractor or carry out those works or got them carried out suo moto on behalf of the Contractor at the Contractor's expenses. After expiry of the period of guarantee for each work, a certificate of final acceptance for the section shall be issued by the Employer and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Employer.

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

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

#### **1.5.17 Payment:-**

Payment will be governed by the terms specified in Part-I, Chapter IV 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.

**1.5.18** All payments in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS) / National Electronic Funds Transfer (NEFT/RTGS). 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.

**1.5.19 Performance Guarantee:-**

- (i) The Bank Guarantee for performance Guarantee shall remain valid until a date 60 days (or as specified in the Contract) after expiry of Defects Liability Period.
- (ii) The Bank Guarantee for performance Guarantee shall be submitted invariably in the format given in the bidding document.
- (iii) The performance Guarantee shall be released 21 days after issue of performance certificate.

**1.5.20 Mobilization Advance:- Not Applicable**

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

**1.5.22 GST**

GST as applicable from time to time on taxable value of each running account bill shall be paid by DFCCIL. Contractor has to submit the proof of GST submitted before next running Bill.

**1.5.23 PERMITS, FEES, TAXES & ROYALTIES**

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

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

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

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

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies as mentioned in 1.7 above.

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

the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

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

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

**1.5.26 ROAD TAX CHARGES:**

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

**1.5.27 FOREIGN EXCHANGE REQUIREMENTS:**

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

**1.5.28 ANTI PROFITEERING CLAUSE.**

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

**1.5.29 INTEGRITY PACT:-**

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



# TECHNICAL SPECIFICATIONS



## **PART-II**

### **TECHNICAL SPECIFICATIONS**

For technical specifications, refer Indian Railways Unified Standard Specifications (Works and Materials), 2010 amended upto date.

Indian Railways Unified Standard Specifications (Works and materials), Volume I & II are available for sale at the offices of General Managers and DRMs at all Zonal Railways & Production Units.

#### **2.1 GENERAL GUIDELINES REGARDING SPECIFICATIONS AND SPECIAL CONDITIONS FOR SUPPLY OF CEMENT FOR CONSTRUCTION WORKS**

##### **2.1.1 SUPPLY OF CEMENT:**

**2.1.1.1** Supply of cement to various specifications as required for various items under different schedules will be paid under the items in Schedule.

**2.1.1.2** The cement required for various items of work under Schedule shall be supplied by the Contractor at the site of work in accordance with the requirements and specifications.

**2.1.1.3** For supply and use of cement in various works, relevant Indian Railways Unified Standard Specifications (Works and Materials), Volume I & II - 2010, IRS codes and IS Specifications will be applicable. Wherever, relevant specifications are not available, decision of the Engineer shall be final and binding on the contractor.

##### **2.1.2 SPECIFICATIONS FOR CEMENT:**

**2.1.2.1** The cement used shall conform to any of the following standards.

- (i) 33 Grade Ordinary Portland Cement conforming to IS: 269
- (ii) 43 Grade Ordinary Portland Cement conforming to IS: 8112
- (iii) 53 Grade Ordinary Portland Cement conforming to IS: 12269
- (iv) Rapid Hardening Ordinary Cement conforming to IS: 8041
- (v) High Strength Portland Cement conforming to IRS: T: 40
- (vi) Hydrophobic Portland cement conforming to IS: 8043
- (vii) Low heat Portland cement conforming to IS: 12600
- (viii) Sulphate Resistance Cement conforming to IS: 12330

##### **2.1.3 SOURCE AND PACKAGING:**

**2.1.3.1** Cement to be used on the works shall be procured from the main / reputed cement plants or from their authorized dealers. Decision of DFCCIL regarding reputed firms shall be final and binding on the contractor.

**2.1.3.2** Cement shall be packed in jute sacking bags conforming to IS: 2580-1982, double hessian bituminised (CRI type) or woven HDPE conforming to IS:11652-1986, woven polypropylene conforming to IS: 11653:1986, Jute synthetic union conforming to IS: 12174:1987 or any other approved composite bags, bearing the following information in legible markings:

- (i) Manufacturer's name or Registered Trade Mark of manufacturer, if any.

- (ii) Grade of cement
- (iii) Type of cement
- (iv) Weight of each bag in Kg.
- (v) Date of manufacture,
- (vi) IS Code No. to which the cement conforms.

**2.1.3.3** All cement bags shall have company stitches intact and if any sign of tampering with company stitches is noticed, the same will be rejected without any test and no compensation shall be payable in this regard.

**2.1.4 TEST CERTIFICATE REGARDING QUALITY OF CEMENT:**

**2.1.4.1** Necessary test certificates will have to be produced by the contractor regarding the quality of the cement conforming to the specification in addition to the manufacturer's certificates.

**2.1.4.2** DFCCIL reserves the right to take samples during the course of the work and get the cement tested in reputed laboratories to ascertain the conformity to the specification. Cost of such testing shall be borne by the contractor without any extra payment.

**2.1.4.3** Tests on cement shall be done as per relevant IS Codes. These tests are as follows:

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

**2.1.4.4** The Contractor shall arrange to carryout above tests for every 100 Tonnes of cement and for every change in lot/batch and the same shall be submitted to the DFCCIL and take approval of the DFCCIL before using in work. No extra payment will be made for conducting such tests.

**2.1.4.5** Any temporary structure required for storage of cement, has to be provided by the tenderer at his cost and shall be removed after completion of work. The DFCCIL will only provide suitable land wherever land is available and is free for use. On completion of the work or as directed by the Engineer, the shed if put up by the Contractor, should be removed by the contractor and site cleared at his cost.

**2.1.5 CONSUMPTION OF CEMENT:**

**2.1.5.1** The cement consumption for other than design mix concrete, shall be as per North Central Railway Unified Standard Schedule of Rates (Works and Materials), Engineering Department - 2010 and for approved design mix concrete, the quantity of cement will be decided based on the approved design mix keeping in mind Minimum and Maximum cement content specified for various grades. Excess cement used will not be paid for and the decision of the Engineer in this connection shall be final and binding on the Contractor.

**2.1.6 PAYMENT FOR CEMENT:-**

Cement supplied for the work and measured under the Schedule will be paid only after its use in various works under the Schedules of the contract as per conditions and no advance payment for supply will be admissible.

**2.1.7 GENERAL:-**

- 2.1.7.1** No wastage of any of the materials supplied and used in the work by the contractor including cement is payable by DFCCIL, contractor shall make his own arrangements for storing cement for use in work.
- 2.1.7.2** Contractor should take proper precautionary measures to store the cement in good condition against rains, etc. Storage of cement at the work site shall be at the contractor's expense and risk. Any damage occurring to cement due to faulty storage in contractor's shed or on account of negligence on his part shall be the liability of the contractor.
- 2.1.7.3** 53 Grade/43 Grade of cement should be stacked separately in countable manner.
- 2.1.7.4** Admixture as per IS: 9103 of approved manufacturer by the Engineer shall be permitted to be used in concrete wherever required. However, no extra payment for the admixtures used shall be payable unless otherwise specified in the Schedule.
- 2.1.7.5** Cement for temporary and enabling works shall be arranged by the contractor at his own cost and no extra payment will be paid on this account.
- 2.1.7.6** Empty Cement bags on release from the work is the property of the Contractor and shall be disposed of by the Contractor himself.
- 2.1.7.7** Cement not more than 03 months old from the date of manufacture shall be used. It shall be transported and stacked by the contractor in his godown at his own cost with all safety against loss/ theft by providing necessary security/watchman. The DFCCIL shall entertain no extra cost.
- 2.1.7.8** Contractor has to submit original purchase invoice/ Challans for the proof of purchase

## **2.2 GENERAL GUIDELINES REGARDING SPECIFICATIONS AND SPECIAL CONDITIONS FOR CONCRETE WORKS**

### **2.2.1 Specifications:-**

**2.2.1.1** Concrete for PCC, RCC (Including piling and RCC deck slab) shall be as per relevant Indian Railway Unified Standard Specifications (Works & Materials) Volume I & II, Engineering Department, 2010 and IS Specifications. Some important guide lines are listed below. Along with these, all other relevant IRS, IRC and IS specifications with their up to date versions shall also govern. These govern all concrete works in bridges, etc. as applicable.

- (i) IRS Concrete Bridge Code.
- (ii) IS 456: Code of Practice for Plain and Reinforced Concrete.
- (iii) Relevant Indian Railway Unified Standard Specifications (Works & Materials) Volume I & II, Engineering Department, 2010
- (iv) Relevant IRS/IRC/IS Specifications/Codes

**2.2.1.2** Specifications for cement, steel, GI binding wire, used in concrete construction shall be as per IRS/IRC/IS specifications. Any other specifications/rules/guidelines issued from time to time by Railway Board/RDSO shall also govern the works.

**2.2.1.3** In all matters of execution, including testing of various components, where the above codes/specifications/guidelines are not clear or explicit or at variance, the directions given by the Engineer shall be final and binding on the contractor.

### **2.2.2 Cement:-**

**2.2.2.1** The cement used in concrete construction shall be minimum 43 Grade Ordinary Portland cement as per the design and as specified in the relevant schedules. Specifications for cement are covered under the supply schedule.

### **2.2.3 Reinforcement:-**

**2.2.3.1** All Reinforcement Steel (TMT Bars of Grade Fe 500 D/550D) shall be procured as per specification mentioned in IS: 1786. Independent tests shall be conducted, wherever required, to ensure that the materials 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.

**2.2.3.2** Bars shall be cut, bent and placed correctly and accurately to the size and shape as shown in the detailed drawing. Preferably bars of full length shall be used. The reinforcement shall be tied with annealed steel binding wire. Overlapping of bars, where necessary, shall be done as directed by Engineer. Rates quoted include the cost of annealed steel binding wire of appropriate specifications. Rate also include necessary cutting and straightening is also included.

**2.2.3.3** Welding of reinforcement will not be generally permitted except in special circumstances under the written approval of the Engineer.

- 2.2.3.4** A register shall be maintained by the Contractor with full details of reinforcement provided for accountable and payment of steel reinforcement. The contractor should sign a similar such register maintained by DFCCIL before undertaking concreting works, as a token of acceptance of the details of reinforcement steel provided in works, failing which the details as recorded by DFCCIL shall be binding on the contractor for the purpose of payment and no dispute will be entertained by DFCCIL on this account.
- 2.2.3.5** Contractor shall remove from site any steel materials rejected by the Engineer within a reasonable time as specified by him.
- 2.2.3.6** Protective Coatings:- In order to offer adequate resistance against corrosion, reinforcement bars may be provided with suitable protective coatings depending upon the environmental conditions. In aggressive environments (severe, and extreme) application of cement slurry coating after removal of rust and other loose material from the surface of the reinforcement bar will generally be sufficient.
- 2.2.3.7** The steel consumption shall be as per the drawings issued by the DFCCIL. Quantity of steel reinforcement consumption shall be as per reinforcement actually utilized in the work based on approved bar bending schedule. Nothing extra will be paid for wastage or for cut rods, if any, which will be property of the contractor. The weight of the steel will be calculated from the nominal weight given in the producer's hand / IRUSS (W & M), 2010-Volume-I books.
- 2.2.4 Coarse & Fine Aggregates:-**
- 2.2.4.1** Aggregates shall comply with the requirements of IS: 383 and shall be subjected to the tests in accordance with IS: 2386. Coarse aggregates shall be from crushed stone from approved quarries. Sand shall be from good river sources of approved quarries only.
- 2.2.4.2** The size of the coarse aggregates shall be as per relevant IRS / IS specifications.
- 2.2.4.3** The size of the fine aggregates shall be as per relevant IRS / IS specifications.
- 2.2.4.4** Coarse aggregate shall be crushed and roughly cubical in shape. Fine aggregate shall be naturally produced. Creek/ Marine sand shall not be used in permanent works.
- 2.2.4.5** The grading of the sand shall conform to relevant IS specification. The sand shall be screened on a 4.75 mm size screen to eliminate over size particles. The sand, if required, shall be washed in screw type mechanical washers in potable water to remove excess silt, clay and chlorides wherever required. The screening and washing of sand shall be completed at least one day before using it in concrete. The washed sand shall be stored on a sloping platform and in such a manner as to avoid contamination.
- 2.2.5 Water:-**
- 2.2.5.1** Water used for washing of aggregates and for mixing and curing concrete shall be clean, potable and free from injurious amounts of oils, acids, alkalis, salts, sugar, organic materials or other substances that may be deleterious to concrete or steel and shall conform to clause 5.4 of IS : 456.
- 2.2.5.2** In case of doubt regarding development of strength, the suitability of water for making concrete shall be ascertained by the compressive strength as per IS : 4031 (Part VI) and initial setting time tests IS : 4031 (Part V).

**2.2.5.3** Water found satisfactory for mixing is also suitable for curing concrete. However, water used for curing should not produce any objectionable stain or unsightly deposit on the concrete surface. The presence of tannic acid or iron compounds is objectionable.

**2.2.6 Admixtures:-**

**2.2.6.1** In bridges, use of admixtures is governed by clause 4.4 of IRS Concrete Bridge Code.

**2.2.6.2** The admixtures, when permitted, shall conform to IS: 9103. Calcium chloride or admixtures containing calcium chloride shall not be used in structural concrete containing reinforcement, pre stressing tendon or other embedded metal. The admixture containing Cl & SO<sub>3</sub> ions shall not be used. Admixtures containing nitrates shall also not be used. Admixtures based on thiocyanate may promote corrosion and therefore shall be prohibited.

**2.2.6.3** Concrete admixtures shall be obtained only from established manufactures with proven track record or as per approved list wherever available.

**2.2.6.4** The contractor shall provide the following information concerning each admixture after obtaining the same from the manufacturer before the same is put to use:

- (a) The chemical names of the main ingredients in the admixtures.
- (b) The chloride iron content, if any, expressed as a percentage by mass of the total admixture.
- (c) Values of dry material content, ash content and relative density of the liquid admixture which can be used for Uniformity Tests.
- (d) Whether or not the admixture leads to the entrainment of air when used as per the manufacturer's recommended dosage, and if so to what extent.
- (e) Where two or more admixtures are proposed to be used in any one mix, confirmation as to their compatibility.
- (f) There would be no increase in risk of corrosion of the reinforcement or other embodiments as a result of using the admixture.
- (g) Retardation achieved in initial setting time.
- (h) Normal dosage and detrimental effects, if any, of under dosage and over dosage.
- (i) Recommended dosages and expected results, including proof for the same wherever required. Independent test results shall be produced by the contractor on demand/as specified.

**2.2.7 Storage of materials:-**

**2.2.7.1** Storage of materials shall be as per IS: 4082. All materials may be stored at proper places so as to prevent their deterioration or intrusion by foreign matter and to ensure their satisfactory quality and fitness for the work. The storage space must also permit easy inspection, removal and restoring of the materials. All such materials even though stored in approved go downs / places, must be subjected to acceptance test prior to their immediate use.

**2.2.7.2** Aggregate shall be stored at site on a hard and dry level patch of ground. If such a surface is not available, a platform of planks or of corrugated iron sheets, or a floor of dry bricks, or a thin layer of lean concrete shall be made so as to prevent the admixture of clay, dust, vegetable and other foreign matter.



Stacks of fine and coarse aggregate shall be kept in separate stack piles, sufficiently removed from each other to prevent the materials at the edge of the piles getting intermixed. On a large job it is desirable to construct dividing walls to give each type of aggregate its own compartment. Fine aggregate shall be stacked in place where loss due to the effect of wind is minimum.

Unless specified otherwise or necessitated by site conditions, stacking of aggregate should be carried out in regular sizes.

**2.2.7.3** Cement shall be transported, handled and stored at the site in such a manner as to avoid deterioration or contamination. Cement shall be stored above ground level in perfectly dry and water-tight sheds and shall be stacked not more than eight bags high. Wherever bulk storage containers are used their capacity should be sufficient to cater to the requirement at site and should be cleaned at least once every 3 months. Cement older than 3 months from the date of manufacture shall not be used. Each consignment shall be stored separately so that it may be readily identified and inspected and cement shall be used in the sequence in which it is delivered at site. Any consignment or part of a consignment of cement which had deteriorated in any way, during storage, shall not be used in the works and shall be removed from the site by the Contractor without charge to DFCCIL. For more details regarding stacking and storage of cement, refer clause 17.10.1, 17.10.2 and 26.1.2.7 of Indian Railway Unified Standard Specifications (Works & Materials), Volume II, - 2010.

**2.2.7.4** The reinforcement bars, when delivered on the job, shall be stored above the surface of the ground level by at least by 150mm and shall ordinarily be stored in such a way as to avoid distortion and to prevent deterioration and corrosion. 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.

**2.2.8 Testing of cement & others:-**

Cement and other items shall be tested as per specifications. However, the contractor shall also arrange for additional tests at his own cost as required by the Engineer as and when required. The decision of the Engineer shall be final in this regard.

**2.2.9 Concreting:**

**2.2.9.1** The contractor shall make his own arrangements for supply of water and electricity for all his works at his own cost. He shall arrange potable quality water for use in all concrete works and samples of water shall be got tested from approved laboratory/approved by the Engineer before being used in concreting. Apart from water, fine & coarse aggregates and all other materials shall be tested from time to time by the contractor at his cost to ensure proper quality works.

**2.2.9.2** Maximum / minimum size of aggregates, standards of quality of materials, minimum cover for concrete, use of admixtures / chemicals, treatment to reinforcement / finished surfaces, etc., shall be as per relevant Codes, IS / IRS specifications and conditions of contract as specified.

**2.2.9.3** All exposed concrete surfaces shall be finished smooth by the contractor at his own cost. Shuttering materials for RCC in superstructure shall be strictly of steel only to permit vigorous vibration and to ensure no deviation of finished dimensions by more than +5/-0

mm and wooden shutters are not permitted. For other works also, proper quality of shuttering materials which will permit vibrating and will not require additional finishing shall only be used. If there is any variation in the surface, alignment or lines in the products beyond permissible rejection limits indicated in these conditions, the DFCCIL reserves the right to reject the same and the contractor shall not have any claim in this regard and cost of DFCCIL materials involved will be recovered from the contractor including penalties, if any imposed.

**2.2.10 Weigh batching, vibrating, curing & testing by Batching plant with computerized control as per DFCCIL official:**

**2.2.10.1.** All concrete shall be machine batched, machine mixed and machine vibrated, by using appropriate vibrators. Weigh batching plant, mixers, vibrators, etc., of appropriate capacity, as specified/directed by the Engineer, shall be arranged by the contractor at his cost. In this case, Weigh batching plants shall have computerized control for weighing, loading, mixing and delivery.

**2.2.10.2.** Batching plants, transit mixers, concrete pumps, etc., shall be installed by the contractor necessarily at site. In case of failure of any of the above, standby arrangements for ensuing continuous concreting has to be provided by the contractor at his cost. For piling works concreting shall be done continuously as per the volumes designed without break and accordingly standby arrangements shall be ensured by the contractor.

**2.2.10.3.** Curing & vibrating shall be arranged by the contractor at all locations/heights at his own cost and no extra payment on this account will be admissible. Curing of concrete shall be done as per relevant IS Codes / Specifications. If curing is not done by the contractor properly, DFCCIL may get it done through any other means at the Contractor's cost without any notice to him and recover from his bills the same including penalty if any at the discretion of the Engineer. The concrete shall be kept wet constantly by pounding or covered with a layer of sacking canvas etc.

**2.2.10.4.** Test cubes shall be cast at regular intervals and tested to ascertain the strength of concrete. The contractor shall establish a cube testing facility along with operator at the site or nearby area to facilitate prompt testing of concrete. Test cube moulds as required as per IS Codes shall be made available by the contractor at his cost.

**2.3 IMPORTANT CONSIDERATIONS, INSPECTION / PRECAUTIONS**

Such structure or parts of the structure which fail or pass the specified tests, shall be removed from the site by the tenderer/contractor at his cost and the contractors shall redo the work. Payments made on account of the rejected structure/part structure work shall be recovered from the contractor and the work will be redone by him at the same rates.

**2.4 GENERAL GUIDLINES AND SPECIFICATIONS FOR SUPPLY OF REINFORCEMENT AND STRUCTURAL STEEL**

**2.4.1 SUPPLY OF STEEL FOR VARIOUS WORKS:**

Supply of steel to various specifications as required under various schedules in the contract are governed by the Technical specifications and Special Conditions specified hereunder.

All steel shall be supplied by the Contractor at the site of work and stacked, stored, protected and maintained by him at his cost till they are put into use. Any temporary structure required for storage of steel etc., has to be provided by the Contractor at his cost

and should be removed after completion of the work. The DFCCIL will only provide suitable land for construction of the above temporary shed free of cost wherever available. For supply and use of steel in various works, relevant IRS Codes Specifications, IS Specifications and Railways specifications will be applicable.

**2.4.2 SPECIFICATIONS FOR STEEL:**

2.4.2.1 The steel supplied by the contractor must satisfy any of the material specifications as required for the work along with other concerned specifications.

Relevant other IS and IRS Specifications with regard to properties, testing and use of the above steel items also shall govern.

2.4.2.2 The contractor shall produce the manufacturers test certificate for each lot of supply satisfying the requirements of relevant IS specifications and at the specific frequency as laid down.

2.4.2.3 The Contractor shall arrange to carryout additional tests on physical properties of steel structural steel at his cost. No extra payment will be made for conducting such tests and the agree mental rate is inclusive of above testing charges.

**2.4.3 PROCUREMENT OF STEEL:**

2.4.3.1 **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 (Government of India) guidelines.

However, only certain isolated sections of structural steel, not being rolled by ISPs, can be procured from the authorized re-rollers of ISPs or authorized licensee of BIS having traceability system and who use billets produced by ISPs with the approval of Engineer.

2.4.3.2 The contractor shall have to submit the cash memo and challans along with the lot / batch of steel purchased in token of proof of purchase of steel from reputed dealers. Steel shall be approved by Engineer only after production of necessary certificates before use in works.

**2.4.4 STRUCTURAL STEEL:**

Payment for supply of all types of steel shall be made for the quantity required / used as per the drawings issued from time to time. No payment will be admissible for quantity supplied in excess of the required quantity as per drawings. However, contractor will be permitted to take the excess quantity back by his own means, but no claim for payment for transportation so involved will be admissible. No payment will be made for more supply of steel at the site / excess used in Construction. No payment will be made for steel used in temporary or enabling works unless explicitly provided for in the Schedules. Steel for enabling/temporary works shall be arranged by the Contractor at his own cost.

**2.4.5 ADVANCE PAYMENTS FOR STRUCTURAL STEEL:**

No Advance Payment shall be made. Any Stage payment found to be made against the materials brought to the site in excess over the actual materials consumed in work shall be recovered from the contractor dues.

**2.4.4 OTHERS:**

- 2.4.5.1 Reinforcement steel and structural steel, shall be stored in such a way so as to avoid distortion and to prevent deterioration by corrosion. All steel used should be free from loose Mill scale, loose rust, paints and oil covering / coating etc.
- 2.4.5.2 Steel material, for which stage payment has been availed by the Contractor, shall be property of DFCCIL and will be issued to contractor by Engineer whenever required for the work. Contractor will be solely responsible for guarding against theft / misuse of the consignment due to any cause what so ever. The stage payment will be made, only when the Engineer certifies that in his opinion that the materials are actually required in accordance with the contract. It is the responsibility of the agency to ensure that steel as per the requirement is brought to site as per approved drawings / requirements.
- 2.4.5.3 The contractor shall be bound to store the materials at site of work earmarked for the purpose by the Engineer and shall not remove from the site nor use for any other purposes than exclusively for execution of the work for which the materials are intended for. Safe guarding of the materials is the responsibility of the contractor even if the material is deemed to be owned by the DFCCIL and insurance etc., have been arranged by the contractor.
- 2.4.5.4 Contractor shall remove from site any steel materials rejected by the Engineer within reasonable time as specified by him.
- 2.4.5.5 Before the test pieces are selected, the Contractor shall furnish copies of the mill records of the reinforcement steel giving number of coils in each cast with sizes and identity marks to enable identification of the material with the bill produced.

**2.5 GENERAL GUIDELINES AND SPECIFICATIONS FOR DEWATERING & ANCILLARY WORKS**

**2.5.1 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 equipments 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.

**2.5.2 Codes and Specifications:** The materials as well as execution of works shall be confirming to the specifications and codes of practice (Latest Revision of the Specification /Codes & up to date correction slips to be referred).

**2.5.3 Removal of Unused Materials etc:**

- (a) The contractor shall take steps as desired by the Engineer to ensure that rejected work is not resubmitted for inspection.
- (b) On the completion of the work, the tenderer shall remove all his unused and surplus materials, plant, staging's and refuse, or other materials produced by his operations and shall leave the site in a clean and tidy condition.

## **SPECIAL CONDITIONS OF NS ITEMS**

### **1. NS-1: Hiring and commissioning of Static/movable diesel Pumps including operator & labour..... for 04Months.**

1. Setting of diesel Pump at required location to facilitate Pumping arrangements during monsoon. The Pumps are to be installed at low level areas in working condition as instructed by the Engineer-in-charge at site. DFCCIL official should check about the capacity and condition of Pumps being used for dewatering, so that at the time of water logging/heavy rain fall, traffic through RUBs can be passed with minimum disturbance within minimum time frame.
2. The rate is inclusive of Tenderer/ss own dewatering Pumps, hose pipe/discharged pipe of sufficient length (approx..50m), operator/watchman for manning the Pump round the clock, labour for installation & other dewatering related works, all leads, lifts, crossing of tracks, transportation, all taxes etc complete but excluding fuel charges for which payment shall be made separately under relevant NS-2.
3. The operator/mechanic/watchman should also be provided with mobile phone round the clock and the same to be intimated to DFCCIL. In the event of failure of the diesel Pump, the Tenderer/s is liable to replace the diesel Pump at once by another diesel Pump of same capacity in working condition within reasonable time considered by DFCCIL official i.e. 30minutes after breakdown and if the Tenderer/s fails to replace the diesel Pump of same capacity than a penalty of Rs. 5000.00 per day or part thereof will be recovered from the Tenderer's bill.
4. After completion of work the diesel Pumps will be the property of Tenderer/s.
5. If diesel Pump replaced after breakdown not available of same capacity then in the interest of urgent dewatering work, then multiple diesel pumps of similar discharge capacity of  $\pm$  2BHP engine power can be considered as per instructions of Engineer-in-charge.
6. Tenderer/s must ensure availability of sufficient spares and consumables for timely maintenance.
7. All the related equipment must have all safety gadgets installed and in working condition.
8. Tenderer/s required to arrange for the insurance cover for men & machinery at site.
9. Tenderer/s has to ensure that pumps are in properly working condition 24x7 and if any routine maintenance required to be done, it may be when pumps are idle/not required to be in use due to good weather condition.
10. The Tenderer/s shall be bound to provide pumps as required as per site condition for additional one month, after 4months period if Engineer-in-charge at site issue instructions in writing. In this extended period, payment of executed items shall be made as per accepted rates and nothing extra shall be paid. For part payment of month, the quantity in month shall be calculated as nos. of days executed/30(considering 30days in month).
11. In case Tenderer/s do not mobilise the equipment in time, the equipment fails to perform satisfactorily, or do not maintain quality of work & neglect Engineer In-charge's instruction, DFCCIL reserves the right to terminate the contract at its sole discretion by issuing a 7 days' notice and as per provision of work.
12. Additional spares for consumable/sufficient length Pipe and suction pipe etc. required for successful execution of dewatering work required to be made available.
13. A proper logbook in the prescribed format required to be maintained by Tenderer/s and required to be submit for payment duly verified by DFCCIL official deputed at site.

- 14.If any accident happened at work site due to slackness/improper working by Tenderer/s or his staff, a penalty as deemed fit by DFCCIL/Local administration shall be imposed on Tenderer/s.
- 15.Tenderer/s has to ensure safety of DFC/IR structures including tracks at work site at all the time. If any damage reported at site, Tenderer/s has to restore the same at his expanses and DFC may impose any penalty as deemed fit for Tenderer/s's negligence.
- 16.Tenderer/s has to respect all the labour rules/guidelines issued by central/State Govt. time to time and maintain & submit relevant record for the same. Any breach to labour rules/guidelines/act shall be dealt as per Act by DFCCIL as a principal Employer and Labour Deptt.
- 17.Tenderer/s has to pay his staff minimum wages as prescribed by CLC of central labour deptt.

**2.NS-2: Add extra for Cost of Fuel consumption for each Pump.**

1. Extra payment to Tenderer/s shall be made for fuel consumed during dewatering period. The consumption of each pump shall be considered least as per actual utilization/theoretical consumption detailed in manufacturer's specification at Max. output discharge and no further request in this regard will be entertained.
2. For consumption proper record to be maintained by Tenderer/s and required to be submit for payment duly verified by DFCCIL official deputed at site.
3. No variation in rates, shall be paid to Tenderer/s. The rates of fuel related with diesel for engine or other parts are inclusive in item no. NS/1.

**3. Additional Conditions**

1. Tenderer/s have to visit site before offer his rates to access the scope as per site.
2. Rates shall be quoted on total cost of work as percentage above/below/at par both in words and figures.
3. In case there is difference in rates quoted by Tenderer/s in figures and words, the rate quoted in words shall prevail.
4. It is to be noted that conditional Tenders shall not be accepted and summarily rejected.
5. The work of Schedule to be completed as per description of items and standard specifications of USSOR of Indian Railways and for NS items as per special condition of NS items & as per instructions of Engineer-in-Charge.
6. Tenderer/s shall maintain logbook for JCB & Mud Pumps working daily on hourly basis with activity and to be submitted before on account bill duly verified by site officials of DFCCIL.
7. All NS items are for complete job as per description including transportation, labour and material, all duties & taxes at the time of award except GST, which shall be paid separately by DFCCIL.
8. Taxes & Duties: - Unless otherwise specified, the Tenderer/s(s) shall pay such taxes and duties, fees and other impositions as may be levied under the applicable law. All payments to both resident and non-resident Tenderer/s(s)etc. will be subject to deduction of tax at source in accordance with the provisions of India Income Tax Act and any other applicable law.
9. **Payment Terms:** - On account /Final Payment shall be released as per measurement by DFCCIL officials.
10. **Completion period:** - 4(Four) months from the next day of issue of LOA(letter of acceptance).
11. **No JV firm will be considered.**



12. No variation in rates due to escalation/reduction due to change in price index shall be entertained.
13. Tenderer/s shall ensure safety at work site and maintain labour, Material Register & Site order Book for instructions.
14. Being Urgent nature of work, Tenderer/s shall adhere to complete the work within accepted completion period.
15. **Quantity may vary up to +/- 25%.** For the purpose of variation in quantities, Schedule-A (NWR USSOR items) to be considered as one items and for Schedule-B (NS items) each NS item to considered separately.
16. The scope of work as shown in schedule is tentative and may vary as per requirement of DFCCIL and may be utilized in nearby section under CGM-Ajmer unit, for which no compensation/transportation etc. may be entertained on this account.
17. DFCCIL reserve its power to terminate the tender at any time, if considered reasonable in the interest of project and Tenderer/s shall have no right for compensation on this account.

# **ADDITIONAL TECHNICAL SPECIFICATIONS**

NOT APPLICABLE

# **MILESTONES AND TIME SCHEDULE**

**PART-IV**  
**CHAPTER - I**  
**MILESTONES AND TIME SCHEDULE**

**4.1.1 Time Schedule:**

**4.1.1.1 Time of start and completion:**

The time allowed for execution of the works is **4 (Four months)** from the date of issue of letter of acceptance from DFCCIL.

The contractor shall be expected to mobilize to the site of works and commence execution of the works within 15 (days) from issue of Acceptance Letter by DFCCIL.

The contractor shall be expected to complete the whole work ordered on the contractor within **4 months (Four months)** from the date of issue of Acceptance Letter by DFCCIL.

If the contractor commits defaults in commencing execution of the works as afore stated, DFCCIL shall without prejudice to any other right to remedy, be at liberty to forfeit fully the Earnest Money Deposit and performance guarantee of the contractor.

**4.1.1.2 Progress of works:**

The contractor shall submit a programme of work in the form of a Bar Chart of all the activities in consistence with milestone target envisaged below. In case this bar chart requires to be modified, the Engineer and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated as 04 months for the completion of the works as the milestone targets specified below of these special conditions. It shall indicate the forecast of the dates of commencement and completion of various activities of the work and may be amended as necessary by agreements between the Engineer and the contractor within the limitation of 04 months as overall completion period.

**4.1.2 Achievement of milestone progress:**

In order to ensure progress during the execution of the work the contractor will be expected to achieve the following milestone targets ahead of dates mentioned against each. Failure to achieve accomplished milestone targets within allocated timeframe, save for reason accepted as laid by the Engineer shall create and constitute the ground for failure on the part of contractor for maintaining progress of the work as per agreed programme.

<b>Milestone Targets</b>	<b>Time allocated within which to achieve completion in total 06(Six) month time</b>
(a) Physical commencement of work	D + 10 days
(b) Full mobilization of equipments, plant, machinery, men and material	D + 15 days
(c) Dewatering & other ancillary works	D+15 to D+120 days

**Note:**“D” is the date of issue of Letter of Acceptance by DFCCIL to the contractor.

# **TENDER FORMS (INCLUDING SCHEDULE OF PRICES)**

**SUMMARY OF PRICES**

**Name of work:-** Hiring of Pumps for dewatering at LHS/RUBs and other ancillary works from IR Km 458 to Km.631 in Madar Jn-Iqbalgarh Section under CGM-Ajmer unit of Western Dedicated Freight Corridor.

Sl. No.	Description of works  Execution of all works as per	Amount of Schedule (Rs.) (updated DFCCIL Rate / cost)	Rates to be quoted in figures & words (Clearly mention above / below / at par on updated DFCCIL Rate / cost given in column 3)
1	2	3	4
1.	<b>SCHEDULE-A :</b> "CIVIL WORKS-IR USSOR ITEMS"	<b>9,42,784.05</b>	.....%age Above/ Below/ At par (in figures)
2.	<b>SCHEDULE-B :</b> "CIVIL WORKS-NS ITEMS"	<b>97,90,821.60</b>	..... .....
	<b>Grand Total (Schedule : A &amp; B")</b>	<b>107,33,605.65</b>	%age Above/ Below/ At par (In words) on the schedule.

\* **Contractor should bear the fact in mind while quoting the rates that GST will be paid to Contractor by DFCCIL as per prevailing rate for further deposition of GST to State Govt. and/or Central Govt.** as applicable. Documentary evidence of deposition of GST will be produced by contractor.

**Notes:**

- (i) The above prices are inclusive of all taxes, duties, levies, etc. **except GST.**
- a) **GST** as applicable from time to time on taxable value of each running account bill **shall be paid by DFCCIL to Contractor for further deposition of GST to State Govt. and/or Central Govt.** as applicable. Documentary evidence of deposition of GST will be produced by contractor.
- b) The contractor should adhere to **Anti Profiteering Provisions** as per section 171 of the CGST Act. Where due to change in the rates of GST / Change in law, the contractor gets any credits / benefits, the same shall be passed on to DFCCIL by way of reduction in prices.
- (ii) **The tenderer should quote single percentage above / par / below for each schedule.**
- (iii) If the uniform percentage quoted by the Tenderer does not clearly indicate whether the rates are above/at par/below the estimated rates then through sign convention it will be considered to be on plus side and evaluated accordingly.

Signature of the Tenderer (s) with Seal



**SCHEDULE OF PRICES OF WORK**

Schedule-A: NWR USSOR Items						
Sr. No.	Item No. of NWR USSOR-2010	Description	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1	014070	Cleaning out silt from bed of reservoir/canals including 50m lead and lift upto 1.5 m	10 Cum	1000	626.69	62,669.00
2	021510	Hiring of JCB machine (in good working condition) for levelling & dressing ground/dismantling structures including disposal of debris through dumpers etc. with Tenderer/ss labour, JCB machine, machine operator, fuel etc. The Tenderer/s shall arrange road permit for vehicle for all the states of operation, as per instructions of Engineer in-charge. Payment shall be made for actual working hours at site.	Hours	400	742.27	2,96,908.00
3		Any other USSOR Items not covered in above mentioned items of Schedule required for successful completion of work	Lump-sum			5,00,000.00
Total Sr.No. 1 to 3						8,59,577.00
Add premium% above USSOR @ 9.68%						83,207.05
Total of Schedule-A: USSOR Items						9,42,784.05

Schedule-B : NS Items						
Sr. No.	Item No.	Description	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1	NS/1	Hiring and commissioning of Static/movable/tractor operated dewatering pump of different capacities including sufficient length of suction pipe and delivery pipe for 04-Months.The rates includes pump operator, unskilled labour, transportation & maintenance cost of diesel pump complete. Nothing extra shall be paid to the Tenderer/s. After completion of work the diesel pumps will be the property of Tenderer/s. This item is excluding Fuel charges, which shall be paid under item no. NS/2.				
	(i)	12 HP PUMP	Pump/ Month	36	44872.0	16,15,392.00
	(ii)	20 HP PUMP		40	48391.0	19,35,640.00
	(iii)	30 HP PUMP		76	51911.0	39,45,236.00
2	NS/2	Cost of Fuel consumptions				
	(i)	12 HP Pump(i.e. 3.0 Lit/Hr Diesel consumption)	Pump/ hour	2160	207.84	4,48,934.40
	(ii)	20 HP Pump(i.e. 3.5 Lit/Hr Diesel consumption)		2400	242.48	5,81,952.00
	(iii)	20 HP Pump(i.e. 4.0 Lit/Hr Diesel consumption)		4560	277.12	12,63,667.20
Total of Schedule-B: NS Items						97,90,821.60
Total cost of work i.e. Schedule-A & B						10733,605.65

Say Rs. 1,07,33,606/-

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

<b>FORM No.</b>	<b>SUBJECT</b>
Form No. 1	Offer Letter
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	Summary of Prices
Form No. 4	Schedule of Prices and Total Prices
Form No. 5	Contract 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	Pro-forma 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	Performa for Time Extension
Form No. 15	Certificate of Fitness
Form No. 16	Performa of 7 days' Notice
Form No. 17	Performa of 48 Hours' Notice
Form No. 18	Performa of Termination Notice
Form No. 19	Format of Bank Guarantee for Mobilisation
Form No. 20	Format of Integrity Pact
Form No. 21	Anti-profiteering

**OFFER LETTER**

Tender No. AII/EN/WC/RUB DW/BWA-IQG/2020-21/T-2

Name of work:-Hiring of Pumps for dewatering at LHS/RUBs and other ancillary works from IR Km 458 to Km.631 in Madar Jn-Iqbalgarh Section under CGM-Ajmer unit of Western Dedicated Freight Corridor.

To,  
Chief General Manager,  
DFCCIL, Ajmer

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda.
- (b) We offer to execute the Works in conformity with the Bidding Documents;
- (c) Our bid shall be valid for a period of 45 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We have not been blacklisted/banned in accordance with para.1.3.13 (ii) (v) (a) of Preamble and General Instructions to tenderers.
- (e) We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pending before any Court on deadline of submission of the Bid in accordance with para. 1.3.13 (ii) (v) (b) of Preamble and General Instructions to tenderers.
- (f) If our bid is accepted, we commit to obtain a Performance Guarantee in accordance with the Bidding Documents;
- (g) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements of the work.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award/Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) All information, statements and description in this bid are in all respect true, correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes/incorrect information are detected at any stage, we understand the bid will invite summarily rejection and forfeiture of bid security, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
- (j) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Name ..... in the capacity of

..... Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

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

Sr.No	Description
1.	For technical experience/competence, give details of similar completed works during the last three financial years (i.e. current Financial year and three previous Financial Years) in the Performa given in Form-2A
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 Performa given in Form-2B
3.	Give constitution of your firm. Attach certified copies of legal documents in support thereof. Form-2C

**FORM No. 2A****TECHNICAL ELIGIBILITY CRITERIA DETAILS**

**Details of the similar works completed (as per Para 1.3.13 (i) 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"/>
Total Contract Amount (Rs.)	
Employer's Name: Address: Telephone/fax number E-mail:	
<b>Description of the similarity in accordance with Criteria 1.3.13(i)(A)</b>	

**The bidder shall attach certified completion certificates issued by the client duly attested by Notary as per Eligibility Criteria of the tender documents.**

Signature of the  
Tenderer with Seal

**FINANCIAL ELIGIBILITY CRITERIA DETAILS**

**Each Bidder must fill in this form separately. Name of Bidder .....**

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

Contractual payments received	
Year	Value of payment received in Rs. (Contract Receipts)
Current Year(2019-2020)	
2018 – 2019	
2017 – 2018	
2016 – 2017	
Total Contractual Payment	

**Note:** The details should be extracted from the audited balance sheet Certified by the Chartered Accountant or form 16-A issued by the Employer as per clause 1.3.13 of Preamble and General Instructions to Tenderers. **The bidder shall attach necessary documents in support of the above.**

Signature of the  
Tenderer with Seal



## APPLICANT'S PARTY INFORMATION FORM

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

Signature of the  
Tenderer with Seal

**FORM No. 3**

**SUMMARY OF PRICES**

**(Summary of Prices attached )**

**FORM No. 4**

**SCHEDULE -1  
SCHEDULE OF PRICES & TOTAL PRICES**

**(Schedule of Prices & Total Prices have been attached).**

FORM No. 5  
SAMPLE

**AGREEMENT**

**CONTRACT AGREEMENT**

THIS AGREEMENT (“Agreement”) is made at Ajmer 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, Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, A-1, Circular Road, Near SP-GRP office, Ajmer-305001, India (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 Tender for Work of Hiring of Pumps for dewatering at LHS/RUBs and other ancillary works from IR Km 458 to Km.631 in Madar Jn-Iqbalgarh Section under CGM-Ajmer unit of Western Dedicated Freight Corridor, as per Tender paper No AII/EN/WC/RUB DW/BWA-IQG/2020-21/T-2 at Annexure “A” here to, the Contractor has submitted a Tender hereto and whereas the said Tender of the contractor has been accepted for Work of Hiring of Pumps for dewatering at LHS/RUBs and other ancillary works from IR Km 458 to Km.631 in Madar Jn-Iqbalgarh Section under CGM-Ajmer unit of Western Dedicated Freight Corridor as per copy of the Letter of Acceptance of Tender No----- dated ----\_complete with enclosure at the accepted rates and at an estimated contract value of Rs. \_\_\_\_\_ (Rupees \_only). Now the agreement with witness 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 equipment 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 here to have caused their respective Common Seals to be hereunto affixed/ (or have hereunto 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  
Name of the official

Signature of the authorized official  
Name of the official

Stamp/seal of the Contractor

Stamp/Seal of the Employer

**SIGNED, SEALED AND DELIVERED**

By the said

\_\_\_\_\_ Name

by the said

\_\_\_\_\_ Name

On behalf of the Contractor in the  
presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

on behalf of the Employer in the  
presence of:

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. 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 Chief General Manager/DFCCIL/Ajmer acting through  
\_\_\_\_\_

(Designation & Address of Contract Signing Authority), Dedicated Freight Corridor Corporation of India Limited hereinafter 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 \_\_\_\_\_ (hereinafter called "the said contractor(s)" for the work \_\_\_\_\_

(hereinafter called "the said agreement") having agreed for submission of an 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) hereinafter 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 Chief General Manager / DFCCIL/Ajmer 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 within validity / extended period of validity of guarantee from the date aforesaid.
- (b) Provided always that we \_\_\_\_\_ (indicate the name of the Bank ) unconditionally undertakes to renew this guarantee to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we \_\_ (indicate the name of the Bank) shall pay the Government the full amount 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 hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing

whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor (s).
8. We, \_\_\_\_\_(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid upto (Date of completion plus 60 days 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 \_\_\_\_\_ discharged from our liabilitieswe, shall be under this guarantee thereafter.

Dated .....the day of .....for .....  
.....(indicate the name of bank)

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

Signature of Bank Authorize official

(Name):

Designation:

Full Address.



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

**(On paper of requisite stamp value)**

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

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the employer or as he may direct otherwise and shall indemnify the employer against any loss/damage or deterioration whatsoever in respect of the said material while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the Chief General Manager DFCCIL/Ajmer 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 Part IV, Chapter – II (Form - 4) to the Contract (as applicable) and also compensation for such loss or damage if any long with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

Dated this day \_\_\_\_\_ day of \_\_\_\_\_ 200

For and on behalf of

M/s \_\_\_\_\_ (Contractor)

Signature of witness

Name of witness in Block letter.

Address.

**ECS / NEFT / RTGS  
MANDATE FORM**

Date:-

To,

PM/Finance

DFCCIL/Ajmer

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

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

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

**And**

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

**And**

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

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

**WHEREAS:**

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

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

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

[Similar details to be given for each partner]

**5. JOINT AND SEVERAL RESPONSIBILITIES**

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

**6. ASSIGNMENT AND THIRD PARTIES**

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

**7. EXECUTIVE AUTHORITY**

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

**8. BID SECURITIES**

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

**9. BID SUBMISSION**

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

**10. INDEMNITY**

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

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

**12. DOCUMENTS & CONFIDENTIALITY**

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

### 13. ARBITRATION

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

### 14. VALIDITY

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

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

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

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

### 17. NOTICES

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

Lead Partner

.....

(Name & Address)

Other Partner(s)

.....

(Name & Address)

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

M/s.....

.....

(Seal)

M/s.....

.....

(Seal)

Witness

1..... (Name & Address)

2..... (Name & Address)

**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.

Not Applicable

\*\*\*\*\*

**FORM No. 11**

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

Not Applicable

**FORM No. 12**

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

**POWER OF ATTORNEY\***

Not Applicable

**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)*

Not Applicable



**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

**CERTIFICATE OF FITNESS**

1. (a) Serial Number \_\_\_\_\_  
(b) Date \_\_\_\_\_
2. Name of person examined \_\_\_\_\_  
I certify that I have personally examined (*name*) \_\_\_\_\_
3. Father's Name: son/daughter of \_\_\_\_\_, residing  
at \_\_\_\_\_
4. Sex \_\_\_\_\_
5. Residence: \_\_\_\_\_
6. Date of birth, if available, and/or certified age \_\_\_\_\_
7. Physical fitness \_\_\_\_\_
8. Identification marks \_\_\_\_\_
9. Reasons for:  
(a) refusal to grant certificate, or \_\_\_\_\_  
(b) Revoking the Certificate \_\_\_\_\_

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

\_\_\_\_\_  
Signature or Left Hand  
Thumb Impression of the  
Person Examined

\_\_\_\_\_  
Signature of Certifying Surgeon

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

**PROFORMA OF 7 DAYS NOTICE**  
**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 in various letters of even no. \_\_\_\_\_, dated \_\_\_\_\_; you have failed to start work/show adequate progress and/or submit detailed program me for completing the work.
2. Your attention is invited to this office/Chief Engineer's office letter no. \_\_\_\_\_, dated \_\_\_\_\_ in reference to your representation, dated \_\_\_\_\_.
3. As you have failed to abide by the instructions issued to commence the work/to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

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

Registered Acknowledgement Due

**PROFORMA OF 48 HRS. NOTICE**  
**DFCCIL**  
(Without Prejudice)

To

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

Dear Sir,

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

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

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

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

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

Dear Sir,

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

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

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

Kindly acknowledge receipt.

Yours faithfully

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

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

(Clause 1.5.20, Part - I, Chapter - V)

Not Applicable

**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----- 20...., 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

- 1.0 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].
- 1.1 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.
- 1.2 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such 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 disfavour 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 favour of \_\_\_\_\_.
  - ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof 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 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 shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The client will entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [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 under contractual obligation to treat the information and documents of the [A] with confidentiality.

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

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

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the [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 up to 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

BIDDER  
CHIEF EXECUCTIVE OFFICER

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

Note:

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

[B] - To be replaced by Contract/Supply Contract/Consultancy Contract/Works Contract as the case was may be.

**ANTI-PROFITEERING DECLARATION**

**TO WHOMSOEVER IT MAY CONCERN**

I ....., age ....., years, Son/Daughter of ....., resident of ..... Do solemnly affirm and state as under:

- 1) That I am the ..... <Designation of the authorized signatory> of .....  
And I am duly authorized to furnish this undertaking/declaration on behalf of ..... (Name of the company).
- 2) That ..... (Name of the company) has been awarded the work ..... (Name of Work) vide Letter of Award number ..... Dated ..... by M/s Dedicated Freight Corridor Corporation of India Limited.
- 3) That the Company is fully aware of the anti-profiteering provision under the Goods & Services Tax ("GST") Law(s),
- 4) That the Company ..... Has passed the benefit of input tax credit available on the ..... (good/services) having HSN ..... supplied to M/s Dedicated Freight Corridor Corporation of India Limited which it is getting on account of reduced tax liability and input tax credit because of enactment of GST Laws after introduction of Goods and Service Tax w.e.f. 1<sup>st</sup> July, 2017. The details and amounts being passed on to DFCCIL are provided in Annexure ..... of this document and are as per applicable GST Laws. These are true and correct to the best of my knowledge, information and belief.
- 5) Further, it is to confirm also that in case ..... (name of the organization) will receive any further benefit in future after 1<sup>st</sup> July, 2017 by way of availment of input tax credits which were not allowed to be availed before 1<sup>st</sup> July, 2017 or reduction in tax rates or in any other manner which results in reduction of cost of the goods/services supplied to M/s Dedicated Freight Corridor Corporation of India Limited, then Company will pass that benefit to M/s Dedicated Freight Corridor Corporation of India Limited also.
- 6) That I declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil it could result in penalties under the law.
- 7) I confirm that I am aware of the implication of the above undertaking and our liability on account of incorrect/misleading declaration under the GST Laws.

Signature of the Authorized signatory/ person

Name and Designation of the Auth. Sign/person of the person

Name of the Organization and Seal

Executed on a non-judicial stamp paper of Rs.100/- duly notarized by notary public

# DRAWINGS

Not Applicable

**\*\*END OF DOCUMENT\*\***